


THIS INSTRUMENT PREPARED BY:

Name: James F. Burford, III  
Address: 1318 Alford Avenue, Suite 101  
Birmingham, Alabama 35226

**MORTGAGE**

STATE OF ALABAMA )  
SHELBY COUNTY )

  
20140612000178890 1/3 \$268.25  
Shelby Cnty Judge of Probate, AL  
06/12/2014 03:49:51 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned Sidney W. Smyer, III, a married man is/are justly indebted to Forty Three Investments, LLC in the sum of One Hundred Sixty-Five Thousand Four Hundred Forty-Nine and 13/100 Dollars (\$165,449.13) evidenced by promissory note bearing even date herewith and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

NOW, THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Sidney W. Smyer, III do, or does, hereby grant, bargain, sell and convey unto the said Forty Three Investments, LLC (hereinafter called Mortgagee) the following described real property situated in Shelby County, Alabama, to-wit:

The property encumbered by this mortgage is described on Exhibit A attached hereto and incorporated by reference herein.

The property described herein is the not the homestead of the Mortgagor or his spouse.

Said property is warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgage, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals of said policies, or any renewals of said policies, to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee then said Mortgagee has the option of insuring property for said sum for the benefit of said Mortgagee, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered by the mortgage, and bear interest from the date of payment by said Mortgage, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest, thereon, then this conveyance to be null and void, but should default be made in payment of any sum expended by the said Mortgagee, or should said indebtedness hereby secured, or any part thereof, or the interest thereon remain unpaid at maturity, or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to Liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee shall be authorized to take possession of the premises hereby conveyed and with or without first taking possession, after giving twenty-one days notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper published in said County and State, to sell the same in lots or parcels, on en masse, as Mortgagee may deem best, in front of the Courthouse door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said sale, First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to payment of any amounts that may have been expended, or that it may necessary then to expended in paying insurance, taxes, or other encumbrances, with interest thereon; Third, to payment of said indebtedness in full, whether the same shall or shall not have fully matured, at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as through a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as a grantee or grantees in the granting clause herein.

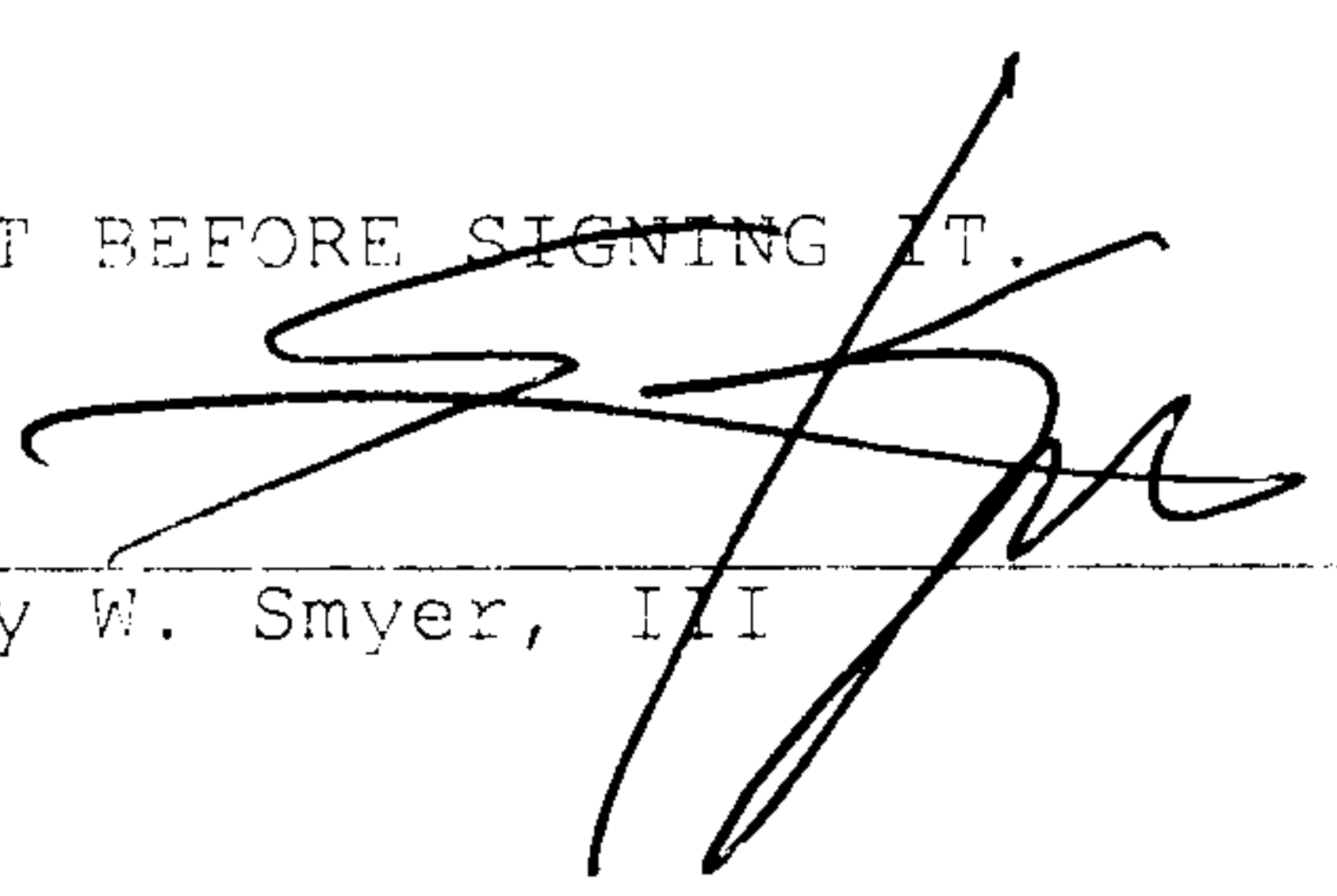
Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successor and agents and assigns



of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 10 day of June, 2014.

CAUTION: YOU MUST THOROUGHLY READ THIS CONTRACT BEFORE SIGNING IT.

  
\_\_\_\_\_  
Sidney W. Smyer, III

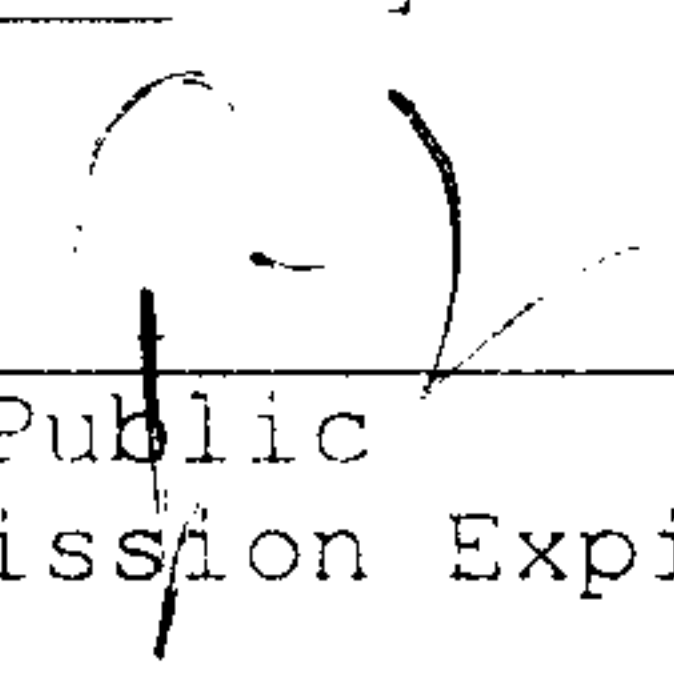
STATE OF ALABAMA )

General Acknowledgment

COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Sidney W. Smyer, III whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10 day of June, 2014.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 3.1.18


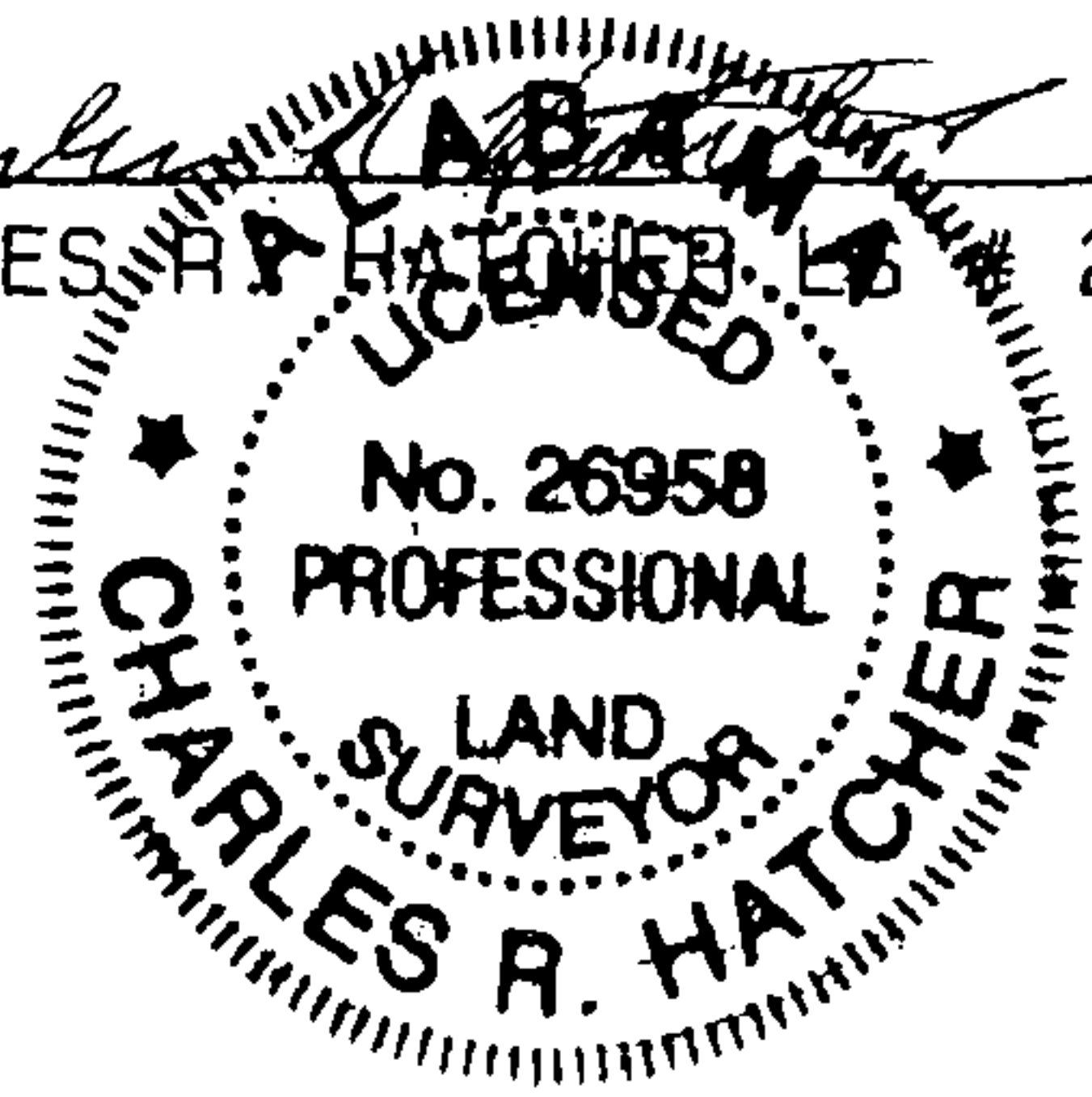
  
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EXHIBIT 'A'  
SMYLER TO  
43 INVESTMENTS LLC  
TRACT # 1  
182.93 ACRES

TRACT # 2  
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 13;  
TOWNSHIP 18 SOUTH, RANGE 1 WEST AND RUN ALONG THE WEST  
LINE OF SAID SECTION N 00 10'44" W 1350.20 FT. TO THE  
POINT OF BEGINNING; THENCE RUN N 34 56'17" E 1697.27  
FT.; THENCE RUN N 19 11'24" E 78.43 FT.; THENCE RUN  
N 56 11'57" E 1400.00 FT.; THENCE RUN N 00 06'17" W  
455.21 FT. TO THE SOUTH LINE OF THE NORTHEAST QUARTER  
OF THE NORTHWEST QUARTER OF SECTION 13; THENCE RUN  
ALONG SAID LINE S 89 02'22" W 751.28 FT. THE SOUTHEAST  
CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST  
QUARTER; THENCE RUN N 01 41'33" W 976.80 FT., TO THE  
CREST (HIGH POINT) OF OAK MOUNTAIN; THENCE RUN ALONG A  
MEANDER LINE ON TOP OF RIDGE THE FOLLOWING COURSES;  
S 28 12'56" W 150.81 FT.; THENCE RUN S 07 58'59" W  
159.73 FT.; THENCE RUN S 00 59'40" E 148.35 FT.; THENCE  
RUN S 16 45'34" W 221.01 FT.; THENCE RUN S 30 57'54" W  
451.67 FT.; THENCE RUN S 33 42'07" W 358.42 FT.; THENCE  
RUN S 38 54'08" W 508.87 FT.; THENCE RUN S 46 58'54" W  
368.34 FT.; THENCE RUN S 50 12'59" W 228.70 FT.; THENCE  
RUN S 36 46'42" W 57.58 FT. TO THE WEST LINE OF SECTION  
13; THENCE RUN ALONG SAID LINE S 00 12'05" E 169.36 FT.  
TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF  
SECTION 13; THENCE RUN ALONG THE WEST LINE OF SAID  
QUARTER S 00 10'44" E 1317.64 FT. TO THE POINT OF  
BEGINNING.  
CONTAINING 55.41 ACRES MORE OR LESS.  
FIELD SURVEY COMPLETED 5/22/2014.

CAPS SET

CHARLES R. HATCHER, L.S. 26958



N 56 11'57" E  
1400.00

SEC. 14-T18S

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