This instrument prepared by:
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Ausman, Keyes & Keyes, P.C.
P.O. Box 3570
Hueytown, AL 35023

MORTGAGE

STATE OF ALABAMA SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned, Trent J. Hall, a married man is justly indebted to Johnny L. Jones and spouse, Vickie M. Jones in the sum of One Million and no/100 (\$1,000,000.00) Dollars as evidenced by a promissory note bearing interest at the rate of 4% on the unpaid balance payable in 180 equal monthly installments beginning August 1, 2014, in the amount of \$7,396.88 each, 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, Trent J. Hall, does hereby grant, bargain, sell and convey unto the said Johnny L. Jones and spouse, Vickie M. Jones, (hereinafter called Mortgagee), the following described real property situated in Shelby County, Alabama, to-wit:

A tract of land situated in the SW ¼ of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the SE corner of the of the SW ¼ of the SW ¼ of Section 12, Township 20 South, Range 3 West; thence run West along the South line of said ¼-1/4, 322.13 feet; thence 121 degrees 15 minutes 55 seconds right and run for 447.17 feet to the point of beginning; thence continue Northeasterly for 125.43 feet; thence 85 degrees 16 minutes 00 seconds right and run Southeasterly for 395.22 feet to a point on the Westerly right of way line of U.S. Hwy. 31 south; thence 90 degrees 00 minutes 00 seconds right and run Southwesterly along said right of way line for 125.00 feet to the point 225.0 feet (as measured along said right of way line) Northerly of said South line of said Section; thence 90 degrees 00 minutes 00 seconds right and run Northwesterly for 405.57 feet to the point of beginning; being situated in Shelby County, Alabama.

Subject to all rights, reservations, restrictions and mortgages of record.

Subject to:

- 1. Taxes due in the year of 2014, a lien, but not yet payable, until October 1, 2014.
- 2. Restriction, rights of way and easements of record.

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- 3. Any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to oil, gas, sand, limestone, and gravel in, on, and under subject property.
- 4. Less and except any portion of subject property lying within a roadway or U.S. Highway No. 31.
- 5. Transmission Line Permits to Alabama Power Company as shown by instruments recorded in Deed Book 197, page 371; Deed book 101, page 514; Deed Book 170, page 264 and Deed Book 14, page 169.
- 6. Easement reserved by John Lee as set out in Deed Book 192, page 54.

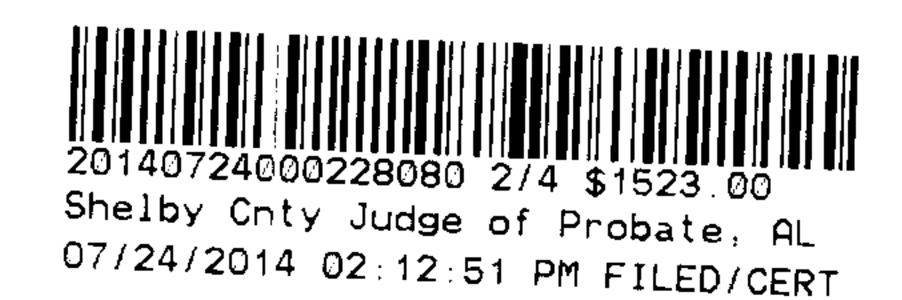
Recital: This is a purchase money mortgage.

The above described real estate is not a part of the homestead of the mortgagor nor his spouse.

Said property is warranted free from all incumbrances 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 Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver 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 said 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 Mortgage for taxes, assessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, 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 the 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 incumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the 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, or en masse, as Mortgagee may deem best, in front of the Court House 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 the payment of any amounts that may have been expended, or that it may be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest thereon; third, to the 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 therefore, as though 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.

The undersigned agrees to take good care of the premises above described, and not to commit or permit any waste thereon, and to keep the same repaired, and at all times to maintain the same in as good condition as the premises now are, reasonable wear and tear alone excepted.

The undersigned agrees to keep the property continuously insured for its full insurable value in such manner and in such companies as may be satisfactory to Mortgagee. Said policies to name Mortgagee as loss payable beneficiary.

In the event the undersigned fails to comply with these requirements, Mortgagee shall have the election to declare the entire indebtedness secured by this mortgage due and payable and the same may be foreclosed.

In the event the property herein described is conveyed voluntarily or by operation of law or otherwise, the indebtedness secured by the mortgage shall become immediately due and payable at the option of Mortgagee and this mortgage may be foreclosed as herein provided.

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 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 successors and agents and assigns of said Mortgagee, if a corporation.

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IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 3rd day
of July, 2014. TRENT JOHALL (Seal)
STATE OF ALABAMA
JEFFERSON COUNTY
I, the undersigned <u>for furner</u> , a Notary Public in and for said County in said State, hereby certify that Trent J. Hall, 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 3rd day of July 12014.
Given under my name and official scal and six
NOTARY PUBLIC
My commission expires: $\sqrt{27/2017}$
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