

This instrument was prepared by:
Michael T. Atchison, Attorney At Law
PO Box 822, Columbiana, AL 35051

MORTGAGE

STATE OF ALABAMA
COUNTY SHELBY


20140811000250480 1/4 \$224.00
Shelby Cnty Judge of Probate, AL
08/11/2014 01:35:38 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Shane Rary, a single man

(hereinafter called "Mortgagees", whether one or more are justly indebted to

J.D. Falkner

(hereinafter called "Mortgagors", whether one or more),

in the sum of ONE HUNDRED THIRTY FOUR THOUSAND DOLLARS AND 00/100
DOLLARS (\$134,000.00) evidenced by a mortgage note.

This is mortgage on real estate.

And whereas, Mortgagees agreed, in incurring said indebtedness, which this
mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Shane Rary

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the
Mortgagees the following described real estate, situated in SHELBY County, State of
Alabama, to wit:

SEE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION

Subject to taxes for 2014 and subsequent years. The proceeds of this loan have been
applied toward the purchase price of the Property described above conveyed to
Mortgagor simultaneously herewith.

Said property is warranted free from all encumbrances and against any adverse claims,
except as stated above.

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's
successors, heirs, and assigns forever; and for the purpose of further securing the

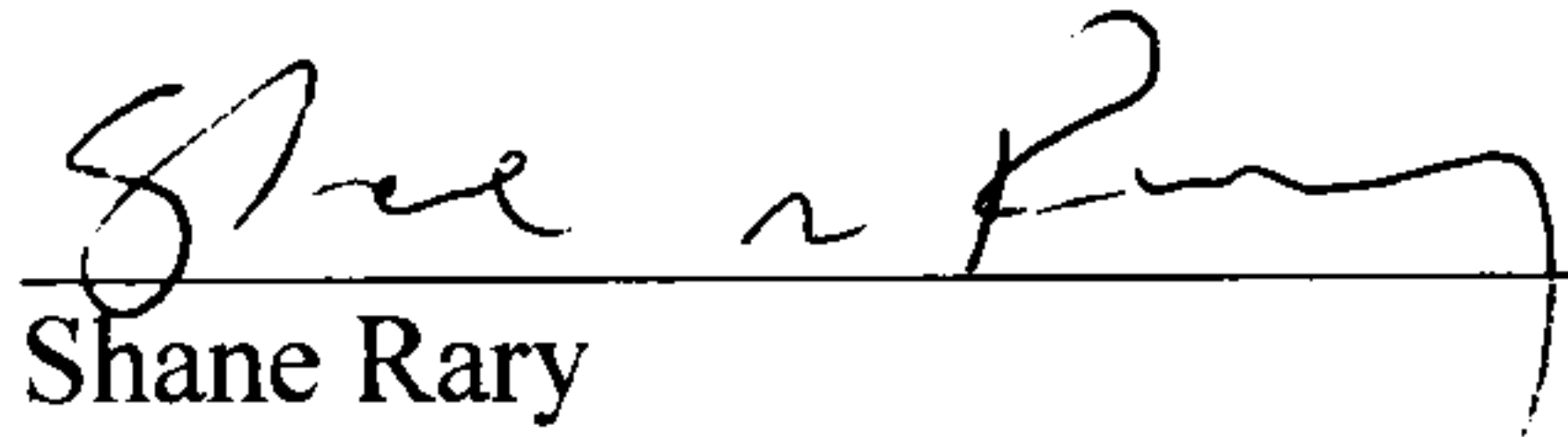
payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal 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 the said Mortgagee, or assigns may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, 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 or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and 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 assigns, 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 or assigns 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, 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, agents, or assigns, 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, by publication in some newspaper published in said County of Shelby and State of Alabama, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the 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 then be necessary to expend, in paying insurance, taxes, or other encumbrances, 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 balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

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

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

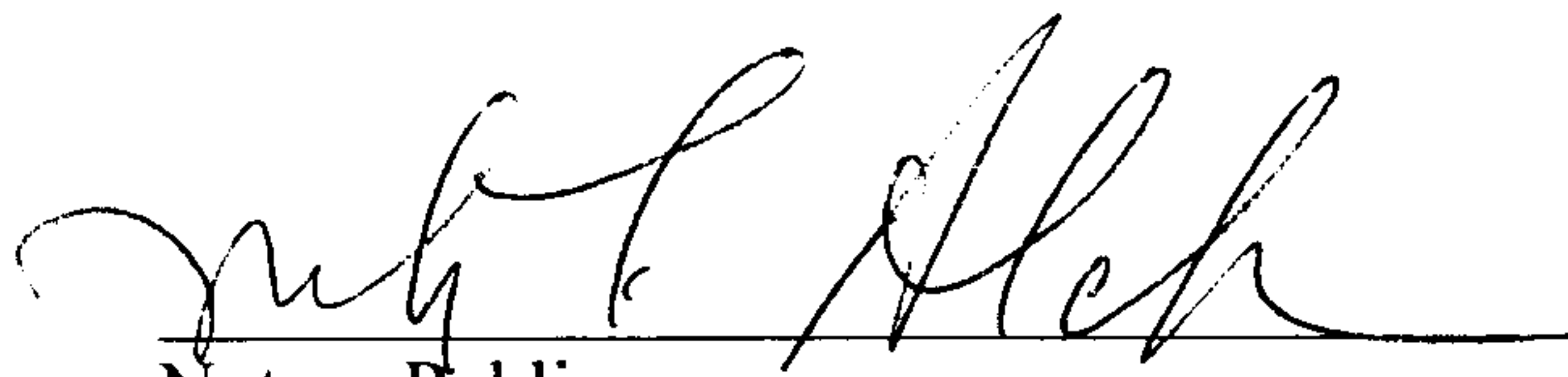
IN WITNESS WHEREOF the undersigned, Shane Rary, has hereunto set his signatures and seals, this 8th day of August, 2014.


Shane Rary

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, Mike T. Atchison, a Notary Public in and for said County, in said State, hereby certify that Shane Rary, whose name is signed to the foregoing conveyance, and who are 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 8th day of August, 2014.


Notary Public
My commission expires: 10-4-2016

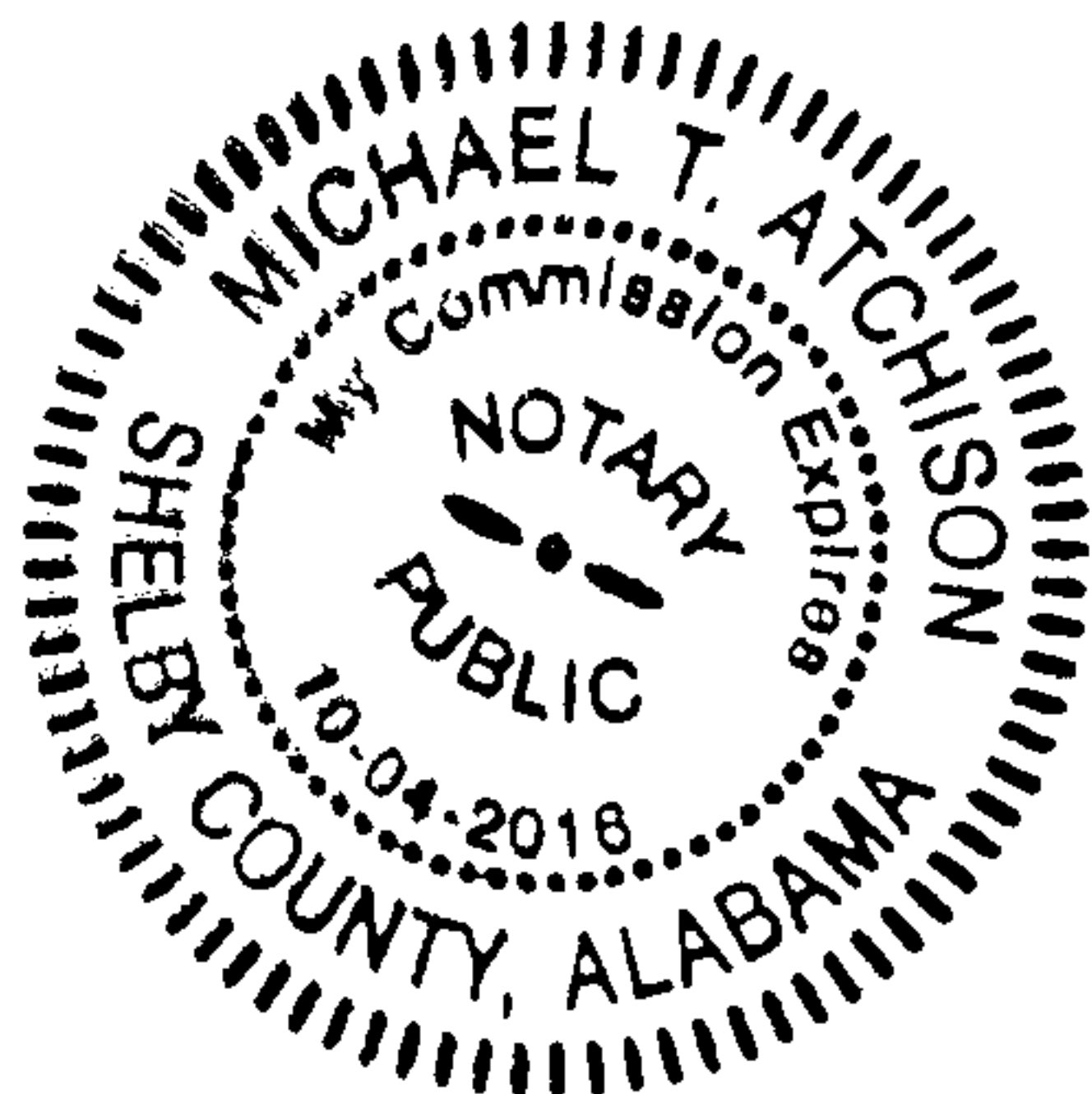


EXHIBIT A
LEGAL DESCRIPTION

One lot of land in the Town of Columbiana, Alabama, described as follows: Beginning at the intersection of the South line of College Street with the east line of Main Street and running east along the south line of College Street 89 feet; thence south 32 feet; thence west 89 feet to the east line of Main Street; thence North along said Main Street 32 feet to the point of beginning, being the same lands described in that certain deed from A.H. Vershot and wife, Lena Vershot, to W.H. Mitchell, dated August 16th., 1922, and recorded in the Probate Office of Shelby County, Alabama, in Deed Book 69 on Page 527.

The above lot is better described by a more recent survey as follows: One lot of land in the Town of Columbiana, Alabama, described as follows: Beginning at the intersection of the south line of East College Street with the east line of Main Street and running thence north 85½ degrees east along the south margin of East College Street a distance of 89 feet to a point; running thence south and parallel with Main Street a distance of 45 feet to a point; running thence west 89 feet to the east line of main street; running thence north along the east margin of said Main Street a distance of 32 feet, more or less, to the point of beginning, and being further described as being a part of Lot No. 5 according to the original survey and map of said Town of Columbiana, Alabama, which said map is of record in Deed Book K on page 514, in the office of the Judge of Probate of Shelby County, Alabama, and being in the Southeast Quarter of the Northeast Quarter of Section 26, Township 21, Range 1 West.

Also being known as Lot 8, Horsley Map of the Town of Columbiana.

There is a shared party wall with the building located South of the above described property.


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