

STATE OF ALABAMA           )  
COUNTY OF SHELBY        )

THIS INSTRUMENT PREPARED BY:  
Wallace, Ellis, Fowler, Head & Justice  
Post Office Box 587  
Columbiana, AL 35051

PURCHASE MONEY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, the undersigned Kelly Montgomery, a single woman, is justly indebted to Howard Morton Huymphreys as Personal Representative and Trustee of the Trust created under the Last Will & Testament of Cletus B. Metzger, deceased, PR Case #2013-000725 in the sum of Fifty Thousand and NO/100 Dollars (\$50,000.00) (the "Indebtedness") evidenced by a promissory note of even date, and

WHEREAS, it is desired by the undersigned to secure the prompt payment of the Indebtedness with interest.

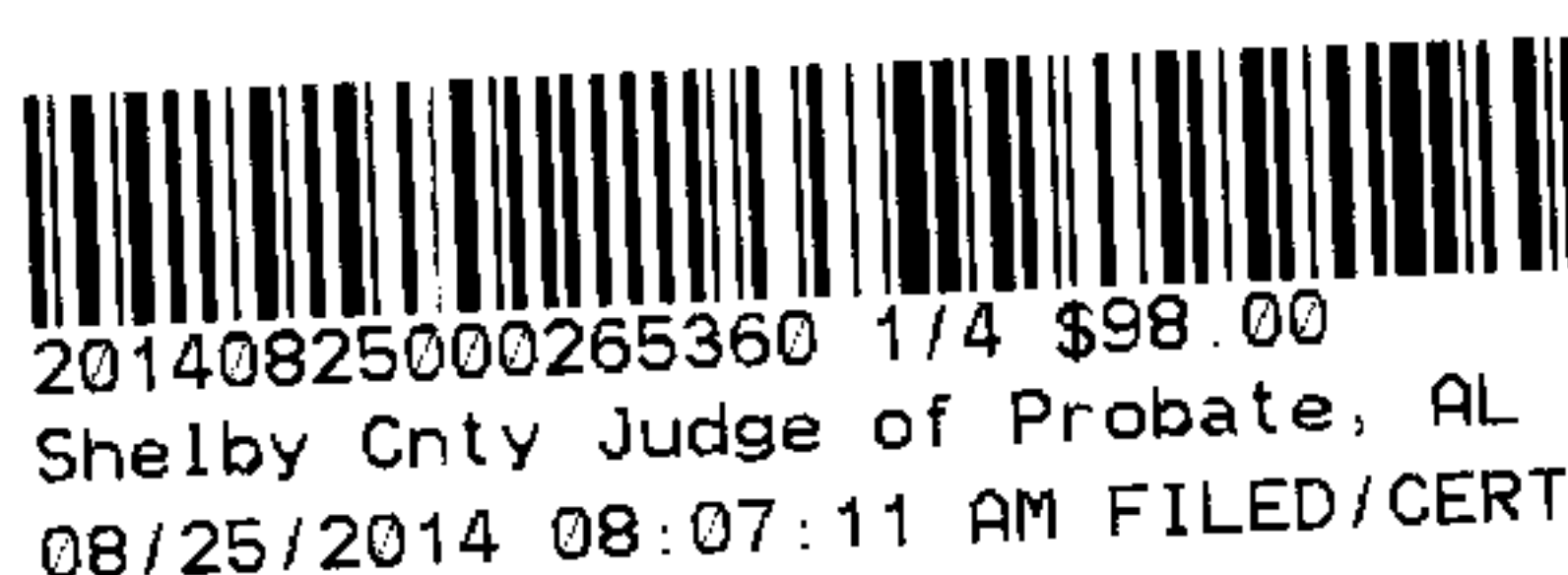
NOW, THEREFORE, in consideration of the Indebtedness, and to secure the prompt payment thereof at maturity, the undersigned Kelly Montgomery (hereafter, the "Mortgagors"), do hereby grant, bargain, sell and convey unto the said Howard Morton Huymphreys as Personal Representative and Trustee of the Trust created under the Last Will & Testament of Cletus B. Metzger, deceased, (hereinafter, the "Mortgagee"), the following described real property (the "Property") situated in Shelby County, Alabama, to-wit:

See attached Exhibit "A" for 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.

TO HAVE AND TO HOLD the above granted premises unto the Mortgagee forever; and for the purpose of further securing the payment of the Indebtedness, the undersigned agrees to pay all taxes, or assessments, when legally imposed upon the Property, and should default be made in the payment of taxes or assessments, the Mortgagee has the option of paying off them; and to further secure the Indebtedness, the undersigned agrees to keep the improvements on the 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 the Mortgagee, as the interest of the Mortgagee may appear, and promptly to deliver the policies, or any renewals of the policies, to the Mortgagee; and if the undersigned fails to keep the Property insured as above specified, or fails to deliver the insurance policies to the Mortgagee, then the Mortgagee has the option of insuring the Property for the reasonable





insurable value for the benefit of the Mortgagee, the policy, if collected, to be credited on the Indebtedness, less cost of collecting same; all amounts so expended by the Mortgagee for taxes, assessments or insurance, shall become a debt to the Mortgagee, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from the date of payment by the Mortgagee, and be at once due and payable.

Upon condition, however, that if the Mortgagor pays the Indebtedness, and reimburses the 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 Mortgagee, or should the Indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of the Mortgagee in the 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 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 the 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 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 Shelby County, Alabama, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in Shelby County, 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 be necessary then to expend in paying insurance, taxes, or other encumbrances, with interest thereon; third, to the payment of the Indebtedness in full, whether or not it shall have fully matured, at the date of the sale, but no interest shall be collected beyond the day of sale; and fourth, the remainder, if any, to be turned over to the Mortgagor; and the undersigned further agrees that the Mortgagee may bid at said sale and purchase the Property, if the highest bidder therefore, 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 the undersigned further agrees to pay a reasonable attorney's fee to the Mortgagee 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 Kelly Montgomery has hereunto set her signature and seal, this 21<sup>st</sup> day of August, 2014.

WITNESS:

Kelly Montgomery  
Kelly Montgomery

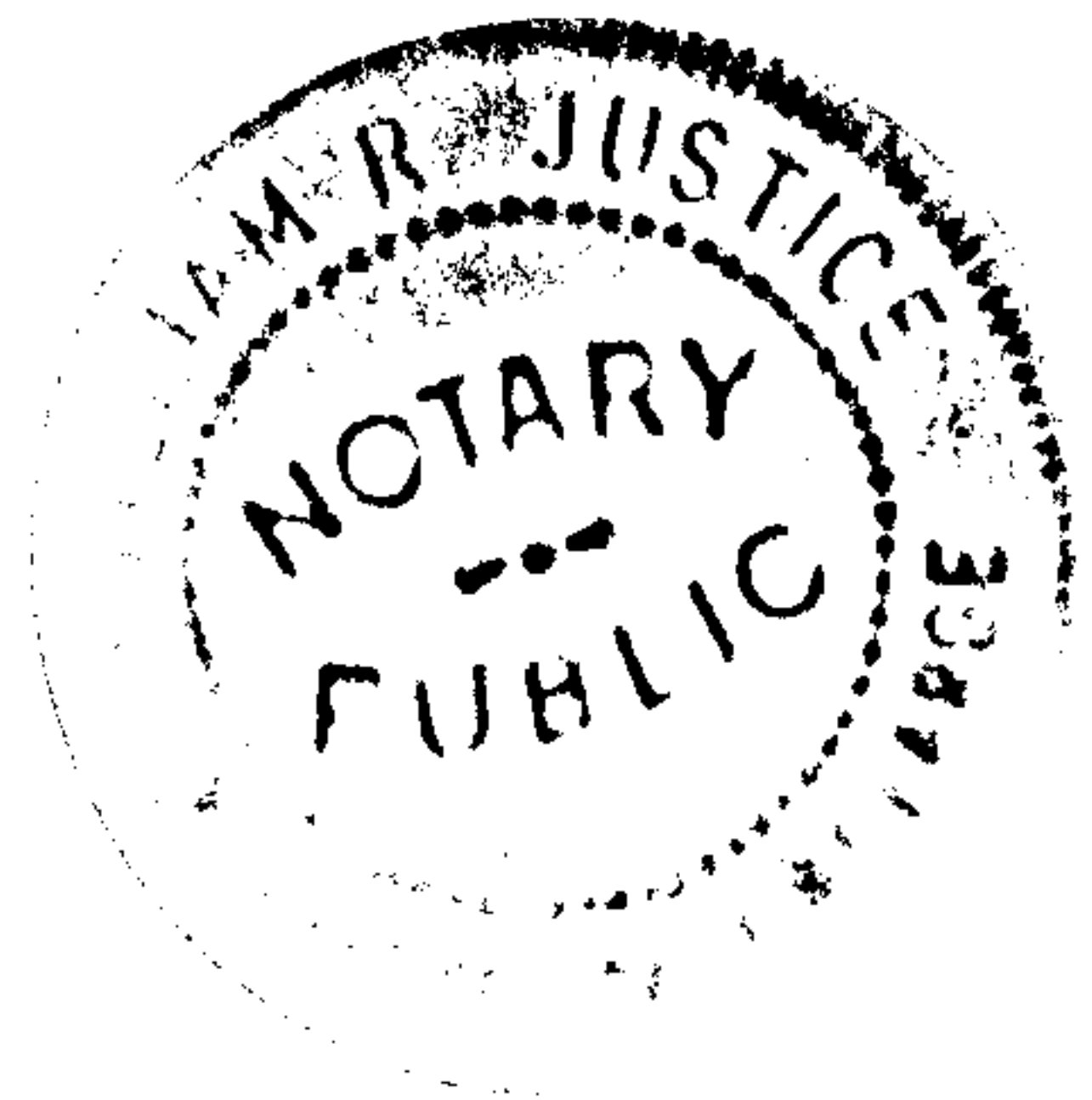
STATE OF ALABAMA   )  
COUNTY OF SHELBY   )

I, the undersigned a Notary Public in and for said County, in said State, hereby certify that Kelly Montgomery, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed the contents of the conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 21<sup>st</sup> day of August, 2014.

Mullen R. Jentner  
Notary Public

My Commission Expires: 9/12/15




  
20140825000265360 3/4 \$98.00  
Shelby Cnty Judge of Probate, AL  
08/25/2014 08:07:11 AM FILED/CERT



Exhibit "A"  
Legal Description

A parcel of land being acreage in the West ½ of Southwest ¼ of Section 32, Township 19 South, Range 1 East and in the East ½ of Southeast ¼ of Section 31, Township 19 South, Range 1 East, and Lots 1, 2, 3 & 5 of Metzger Subdivision, as recorded in Map Book 40, Page 26, in the Office of the Judge of Probate of Shelby County Alabama, and being more particularly described as follows:

Commence at the Northeast corner of the Southeast ¼ of the Southeast ¼ of Section 31, Township 19 South, Range 1 East, Shelby County, Alabama; thence North 03 degrees 36 minutes 12 seconds West, a distance of 246.78'; thence North 04 degrees 32 minutes 16 seconds West, a distance of 73.82' to the POINT OF BEGINNING; thence South 89 degrees 58 minutes 10 seconds East, a distance of 293.70'; thence South 00 degrees 36 minutes 52 seconds East, a distance of 161.34'; thence South 45 degrees 47 minutes 48 seconds West, a distance of 318.75'; thence South 52 degrees 00 minutes 26 seconds East, a distance of 287.34' to a curve to the right, having a radius of 1000.00, a central angle of 05 degrees 14 minutes 10 seconds, and subtended by a chord which bears South 49 degrees 23 minutes 21 seconds East, and a chord distance of 91.36'; thence along the arc of said curve, a distance of 91.39'; thence South 45 degrees 24 minutes 12 seconds East, a distance of 94.20' to a curve to the left, having a radius of 1000.00, a central angle of 06 degrees 48 minutes 02 seconds, and subtended by a chord which bears South 48 degrees 48 minutes 13 seconds East, and a chord distance of 118.62'; thence along the arc of said curve, a distance of 118.69'; thence South 52 degrees 12 minutes 15 seconds East, a distance of 163.12'; thence South 49 degrees 49 minutes 54 seconds East, a distance of 193.85'; thence South 47 degrees 35 minutes 24 seconds East, a distance of 188.96'; thence South 45 degrees 55 minutes 49 seconds East, a distance of 367.89'; thence North 13 degrees 25 minutes 30 seconds East, a distance of 609.37'; thence North 76 degrees 32 minutes 51 seconds West, a distance of 259.73'; thence North 21 degrees 07 minutes 04 seconds East, a distance of 202.54'; thence South 63 degrees 29 minutes 33 seconds East, a distance of 252.64' to a non-tangent curve to the right having a radius of 520.44, a central angle of 32 degrees 43 minutes 04 seconds, and subtended by a chord which bears North 42 degrees 50 minutes 57 seconds East, and a chord distance of 293.17'; thence along the arc of said curve, a distance of 297.19' to a reverse curve to the left, having a radius of 638.00, a central angle of 16 degrees 30 minutes 17 seconds, and subtended by a chord which bears North 50 degrees 58 minutes 39 seconds East, and a chord distance of 183.15'; thence along the arc of said curve, a distance of 183.78'; thence North 42 degrees 42 minutes 53 seconds East, a distance of 272.78'; thence North 08 degrees 52 minutes 13 seconds West, a distance of 124.22'; thence South 89 degrees 32 minutes 43 seconds West, a distance of 1308.06' to the POINT OF BEGINNING.

Situated in Shelby County, Alabama.

Km

