



20141009000320000 1/6 \$254.00
Shelby Cnty Judge of Probate, AL
10/09/2014 02:13:23 PM FILED/CERT

FIRST MORTGAGE - 1625 Wingfield Drive, Birmingham, Alabama 35242

After Recording return to :
IRA Innovations
P.O. Box 360750
Birmingham, Alabama 35236

This instrument was prepared by (name, address):
Demetrius Morros for Birmingham Radiological Group 401K profit sharing plan and trust FBO Demetrius
Morros
7418 Ridgecrest Court Road
Birmingham, AL 35242-0525

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That Whereas, **Deep South Partners, L.L.C.** (hereinafter called "Mortgagor") who is justly indebted to **Birmingham Radiological Group 401K profit sharing plan and trust FBO Demetrius Morros**, (hereinafter called "Mortgagee", whether one or more), for the sum of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00), as evidenced by a Real Estate Mortgage Note, of even date herewith, payable according to the terms and conditions as set forth therein, with the final payment to be due and payable on September 26, 2015, if not sooner paid.

And Whereas, Mortgagor agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagor, does hereby grant, bargain, sell and convey unto the said Mortgagee, the following described real estate, situated in Shelby County, State of Alabama, to-wit:

See Exhibit A

This indebtedness secured by this mortgage may not be transferred or assigned without the prior written consent of the Mortgagee.

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 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 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 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.

Mortgagor covenants with Mortgagee that Mortgagor is lawfully seized in fee simple of the said property, that it is free of all encumbrances, except as may be provided herein, that Mortgagor has a good right to sell and convey the same to Mortgagee, and Mortgagor will warrant and defend said property to Mortgagee, and the successors and assigns of Mortgagee, forever against the lawful claims and demands of all persons. Mortgagor shall properly care for said property and all improvements thereon. Mortgagee, may at any time, without notice, release any of the property described herein, grant extensions or deferments of time or payment of the indebtedness secured hereby, or any part thereof, without affecting the priority of this lien or the liability of Mortgagor. Mortgagor shall permit the Mortgagee or the Mortgagee's representative to examine and inspect the property at any reasonable time. Each covenant and agreement herein contained shall inure to the benefit of and bind the assigns and successors of Mortgagee and Mortgagor.

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 when same




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becomes due, 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 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 and State, 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, and apply the proceeds of the sale as follows: 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 encumbrance, 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 therefore; and undersigned further agrees to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage, should the same be so foreclosed, said fee to be part of the debt hereby secured.

Transfer of the Property. If all or any part of the Property or any Interest in the Property is sold or transferred without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Security Instrument without further notice or demand on Mortgagor.


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SIGNATURES ON SUBSEQUENT PAGES



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IN WITNESS WHEREOF, the undersigned, Deep South Partners, L.L.C. has hereunto set his signature and seal, on this the .

MORTGAGOR:
Deep South Partners, L.L.C.

By: Derek Lemke, Member/Manager

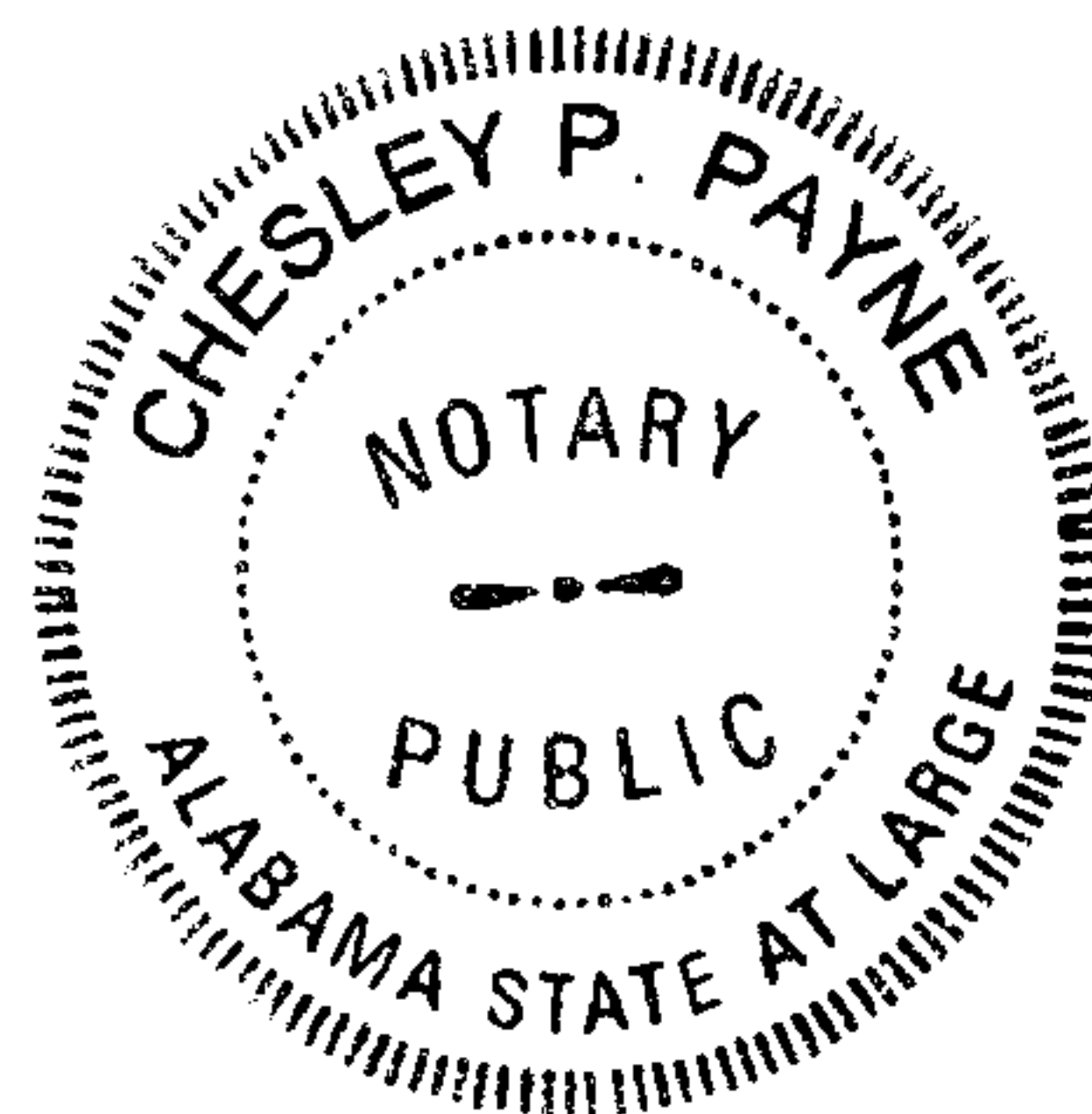
STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Derek Lemke, member/manager of Deep South Partners, LLC., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, and with full authority as Member/Manager of Deep South Partners, LLC., he, executed the same voluntarily on the day the same bears date.

Given under my hand this 19th day of September, 2014.

Notary Public

My Commission Expires: 8-2-15



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EXHIBIT A

Legal Description of property:

Lot 939, according to the Survey of Brook Highland, an Eddleman Community, 9th Sector, as recorded in Map Book 17, Page 63 A & B, in the Office of the Probate Judge of Shelby County, Alabama.

Also known as:

At 1625 Wingfield Drive
Birmingham, Alabama 35242


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