

This instrument was prepared by

Mitchell A. Spears

Attorney at Law

Post Office Box 119

Montevallo, AL 35115-0119

205/665-5102

205/665-5076


20141015000325750 1/5 \$108.20
Shelby Cnty Judge of Probate, AL
10/15/2014 09:54:56 AM FILED/CERT

MORTGAGE

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

JAMES R. BLACKMON, a married man and TIMOTHY LEE LOGAN, a married man

(herein called "Mortgagor", whether one or more) is/are justly indebted to

RANDY E. ALLEN and TERESSA D. ALLEN

(herein called "Mortgagee", whether one or more), in the sum of **FIFTY FOUR THOUSAND SEVEN HUNDRED TWENTY ONE and 04/100 DOLLARS (\$54,721.04)**, evidenced by Real Estate Mortgage Note executed on even date herewith.

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,

JAMES R. BLACKMON and TIMOTHY LEE LOGAN

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

REFERENCE IS HEREBY MADE TO THE LEGAL DESCRIPTIONS CONTAINED WITHIN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREWITH, AS THOUGH FULLY SET OUT HEREIN, INCLUSIVE OF PARCELS I, II, III and IV.

THIS IS A FIRST MORTGAGE.

THE REAL PROPERTY HEREINABOVE DESCRIBED DOES NOT CONSTITUTE THE HOMESTEAD OF EITHER MORTGAGOR, NOR THAT OF THEIR RESPECTIVE SPOUSES, NEITHER IS IT CONTIGUOUS THERETO.

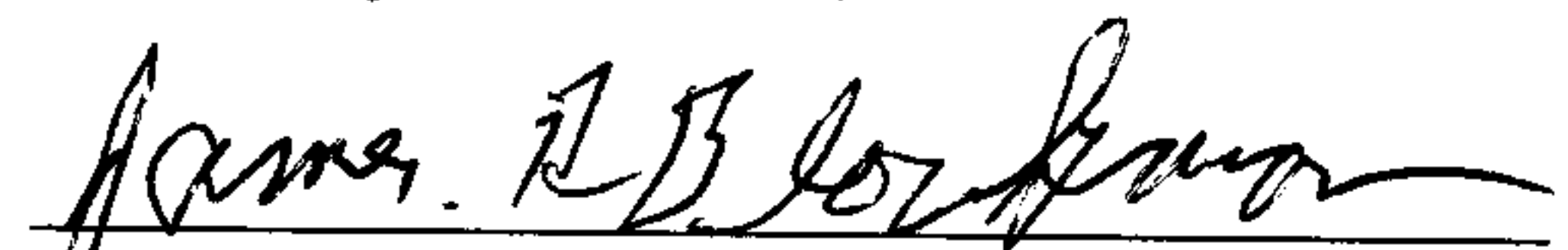
Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

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

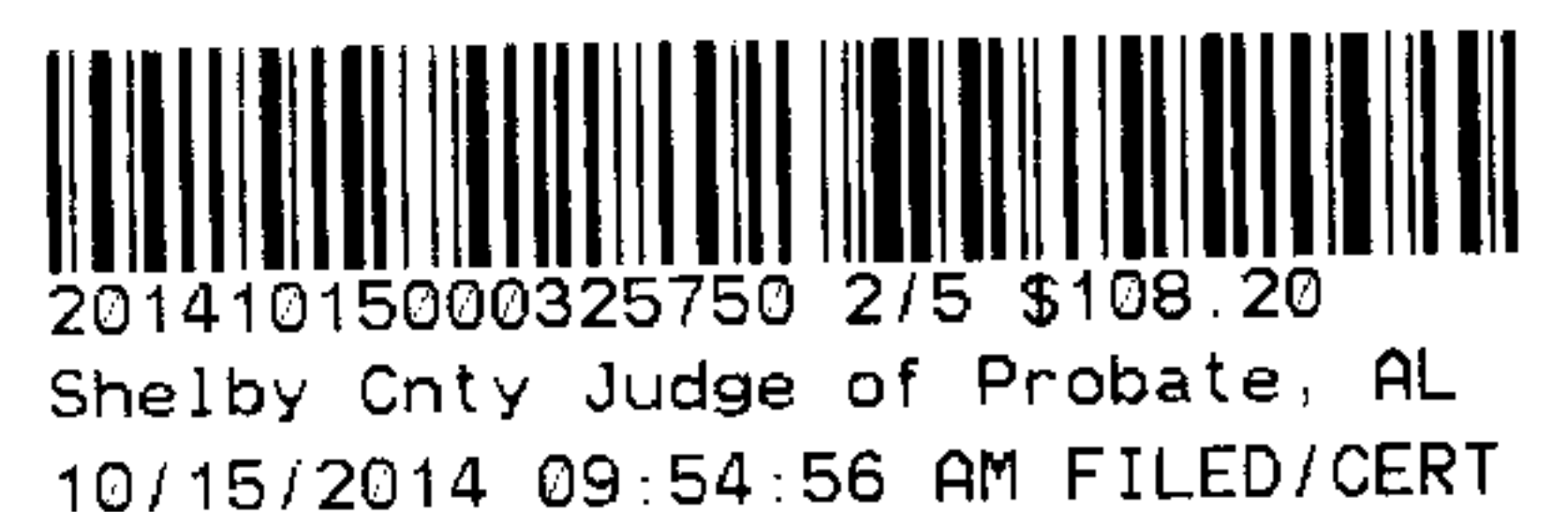
same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire; lightening and tornado for the fair and reasonable insurable value thereof, 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 inure 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 sums 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 subject to foreclosure as now provided by the 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 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 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.

IN WITNESS WHEREOF the undersigned **JAMES R. BLACKMON** and **TIMOTHY L. LOGAN**, have hereto set their signatures and seals, this 10th day of October, 2014.


JAMES R. BLACKMON

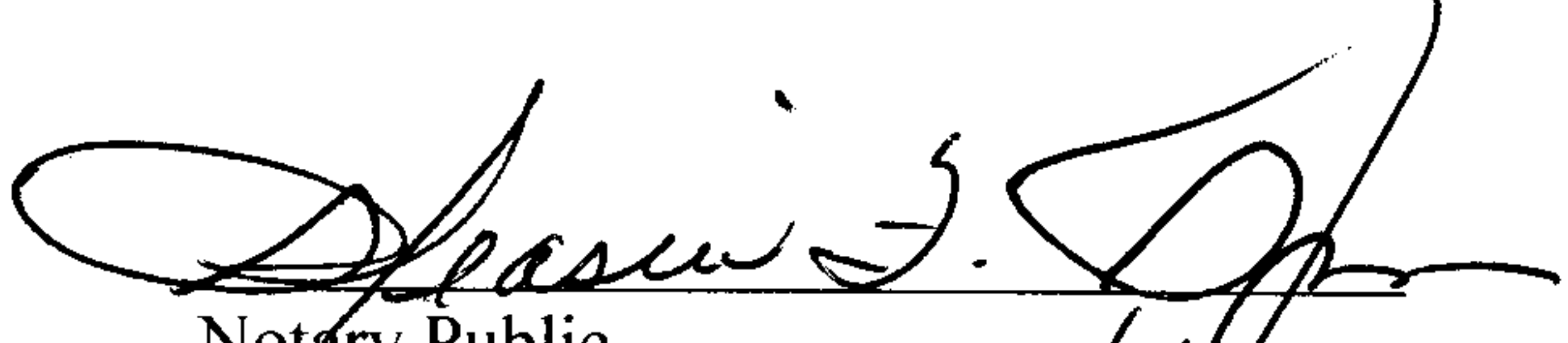

TIMOTHY L. LOGAN



THE STATE of ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **JAMES R. BLACKMON and TIMOTHY L. LOGAN**, whose names are signed to the foregoing Mortgage, and who are known to me acknowledged before me on this day, that being informed of the contents of the Mortgage, they executed the same voluntarily on the day the same bears date.

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


Notary Public
My commission expires: 9/3/2018


20141015000325750 3/5 \$108.20
Shelby Cnty Judge of Probate, AL
10/15/2014 09:54:56 AM FILED/CERT

EXHIBIT "A"

PARCEL I: ✓

A part of the SE 1/4 of the SE 1/4 of Section 2, Township 24 North, Range 12 East, more particularly described as follows:

Beginning at the SW corner of the SE 1/4 of the SE 1/4 of Section 2, Township 24 North, Range 12 East, Shelby County, Alabama; and run North 00°29'45" West along the West line of said 1/4 - 1/4 section and along an existing barbed wire fence a distance of 844.38 feet to a set steel rebar corner at a fence corner; thence run North 85°12'57" East along an existing barbed wire fence a distance of 606.16 feet to a steel corner at a fence corner; thence run South 02°04'21" East along an existing barbed wire fence a distance of 474.88 feet to a found 3 inch open top pipe corner at a fence corner; thence run South 82°15'22" West along an up and down barbed wire fence a distance of 283.58 feet to a found 3 inch open pipe corner; thence run South 01°58'03" West along an up and down barbed wire fence a distance of 428.31 feet to a set steel corner on the South line of said 1/4 - 1/4 section; thence run North 88°55'11" West along said South line of said 1/4 - 1/4 section a distance of 317.80 feet to the point of beginning; situated in Shelby County, Alabama.

PARCEL II: ✓

A part of the NE 1/4 of the NE 1/4 of Section 11, Township 24 North, Range 12 East, more particularly described as follows:

Commence at the NE corner of Section 11, Township 24 North, Range 12 East, Shelby County, Alabama, and run thence North 88°55'11" West along the North line of said section a distance of 684.17 feet to a steel rebar corner and the point of beginning of the property being described; thence continue last described course along an existing fence line a distance of 268.36 feet to a steel rebar corner; thence run South 03°11'49" East along the East line of White Oak Street a distance of 240.86 feet to a found steel corner; thence run North 78°51'05" East a distance of 107.79 feet to a found steel corner; thence run South 84°33'02" East a distance of 150.26 feet to a found steel corner; thence run North 02°35'34" West a distance of 230.04 feet to the point of beginning, situated in Shelby County, Alabama.

A 60 foot right of way easement for ingress and egress being described as follows:

Commence at the NE corner of the NE 1/4 of the NE 1/4 of Section 11, Township 24 North, Range 12 East; thence run North 88°55'11" West along the North line of said 1/4 - 1/4 for 1017.79 feet to a found 1/2 inch rebar; thence continue on the last described course for 30.00 feet to the point of beginning of a 60 foot right of way for ingress and egress lying 30 feet on either side of the following described centerline; thence run South 01°04'48" West for 183.72 feet; thence run South 83°42'29" East for 78.29 feet; thence run South 03°11'49" East for 242.11 feet; thence run South 02°55'21" West for 264.12 feet; thence run South 34°28'53" West for 55.04 feet to its intersection with the centerline of Shelby County Highway No. 155 and the end of said right of way, being situated in Shelby County, Alabama.

PARCEL III: ✓

A parcel of land situated in the South 1/2 of Fractional Section 1, Township 24 North, Range 12 East, described as follows:

Commence at a 2 1/2" pipe in place accepted as the Southeast corner of Fractional Section 1, Township 24 North, Range 12 East, Shelby County, Alabama, said point being the point of beginning; from this beginning point proceed North 02°13'28" West for a distance of 1284.44 feet to a 2 1/2" pipe in place; thence proceed North 65°29'33" West along a fence for a distance of 904.71 feet to a 2 1/2" pipe in place being located on the Easterly right of way of Shelby County Highway No. 19; thence



20141015000325750 4/5 \$108.20
Shelby Cnty Judge of Probate, AL
10/15/2014 09:54:56 AM FILED/CERT

proceed Southeasterly along the Easterly right of way of said highway and along the curvature of a concave curve right having a delta angle of 27°05'03" and a radius of 714.01 feet for a chord bearing and distance of South 26°51'59" East, 334.59 feet to the P.T. of said curve; thence proceed South 13°19'16" East along the Easterly right of way of said road for a distance of 1009.16 feet to a 1/2" capped rebar in place, said point being the P.C. of a concave curve right having a delta angle of 10°02'12" and a radius of 1522.61 feet; thence proceed Southeasterly along the Easterly right of way of said road and along the curvature of said curve for a chord bearing and distance of South 18°21'12" East, 284.38 feet to a 1/2" capped rebar in place; thence proceed South 75°23'32" East for a distance of 418.20 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY TO-WIT:

Lots 7, 8, 9, 10 and 11, according to the survey of Valley Grande Farms, as recorded in Map Book 40, Page 55, in the Probate Office of Shelby County, Alabama.

PARCEL IV: ✓

A parcel of land in the South 1/2 of Fractional Section 1, and part of the SE 1/4 of the SE 1/4 of Section 2, Township 24 North, Range 12 East, described as follows:

Commence at a 2 1/2" open top pipe in place accepted as the Southwest corner of Fractional Section 1, Township 24 North, Range 12 East, Shelby County, Alabama, said point being the point of beginning; from this beginning point, proceed North 88°02'46" West for a distance of 443.38 feet to a 1" open top pipe in place; thence proceed North 88°44'43" West for a distance of 554.57 feet (set 1/2" rebar); thence proceed North 01°34'51" East for a distance of 513.51 feet to a 2 1/2" open top pipe in place; thence proceed North 84°11'20" East along a fence for a distance of 283.63 feet to a 2 1/2" open top pipe in place; thence proceed North 45°09'22" East along a fence for a distance of 202.16 feet to a 2 1/2" open top pipe in place; thence proceed North 63°23'33" East for a distance of 578.51 feet; thence proceed North 01°32'49" West for a distance of 328.50 feet to a 2 1/2" open top pipe in place; thence proceed South 65°33'28" East for a distance of 476.35 feet to a 1/2" capped rebar in place, said point being located on the Westerly right of way of Shelby County Highway No. 19; thence proceed South 45°17'14" East along the Westerly right of way of said highway for a distance of 150.34 feet to a 1/2" capped rebar in place, said point being the P.C. of a concave curve right having a delta angle of 31°57'33" and a radius of 634.07 feet; thence proceed Southwestterly along the Westerly right of way of said road and along the curvature of said curve for a chord bearing and distance of South 29°17'55" East, 349.11 feet to the P.T. of said curve being a 1/2" capped rebar in place; thence proceed South 13°19'34" East along the Westerly right of way of said road for a distance of 1009.23 feet to a 1/2" capped rebar in place, said point being the P.C. of a concave curve right having a delta angle of 07°24'16" and a radius of 1602.61 feet; thence proceed Southeasterly along the Westerly right of way of said road and along the curvature of said curve for a chord bearing and distance of South 18°58'01" East, 206.96 feet to a 3/4" rebar in place; thence proceed North 85°03'54" West along a fence for a distance of 342.35 feet; thence proceed North 68°38'21" West along a fence for a distance of 101.64 feet; thence proceed North 59°37'11" West along a fence for a distance of 42.57 feet; thence proceed North 85°24'33" West along a fence for a distance of 34.33 feet; thence proceed North 81°22'12" West along a fence for a distance of 43.10 feet; thence proceed North 59°38'10" West along a fence for a distance of 225.11 feet to a 1/2" rebar in place; thence proceed North 58°38'57" West along a fence for a distance of 288.79 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY TO-WIT:

Lots 1, 2, 3, 4, 5 and 6, according to the survey of Valley Grande Farms, as recorded in Map Book 40, Page 55, in the Probate Office of Shelby County, Alabama.

FDIC

DATE:

9/18/13/9/25

INITIALS: SS/AF

10/1/14



20141015000325750 5/5 \$108.20
Shelby Cnty Judge of Probate, AL
10/15/2014 09:54:56 AM FILED/CERT