

MORTGAGE

STATE OF ALABAMA)
) KNOW ALL MEN BY THESE PRESENTS,
SHELBY COUNTY)

Know All Men By These Presents, that whereas the undersigned, Ross Investments, LLC.,

is justly indebted to
Kenneth W. Bettini, Robert J. Reuse, and Roger E. Reuse



in the sum of
One Hundred Fifty Thousand Dollars

evidence by a promissory note of even date, with monthly payments of \$950.00 and an interest rate of 4 1/2%,

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, Ross Investments, LLC, does hereby grant, bargain, sell and convey unto the said **Kenneth W. Bettini, Robert J. Reuse, and Roger E. Reuse**, (hereinafter called Mortgagee) all of it's rights, interest, leasehold interest and title to the following described real property situated in Shelby County, Alabama, to-wit:

As described in the attached exhibit "A" which is made a part hereof

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; all amounts so expended by said Mortgagee 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 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 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 therefor, 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.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the company or 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.

IN WITNESS WHEREOF, I, John A. Mayhall as Member, of Ross Investments, LLC., (also known as Ross Investmetns, LLC), a limited liability company in the State of Alabama, do sign and seal this on the 11th day of March, 2011.

Ross Investments, LLC

By: John A. Mayhall, Member

STATE OF ALABAMA)
SHELBY COUNTY)

GENERAL ACKNOWLEDGEMENT

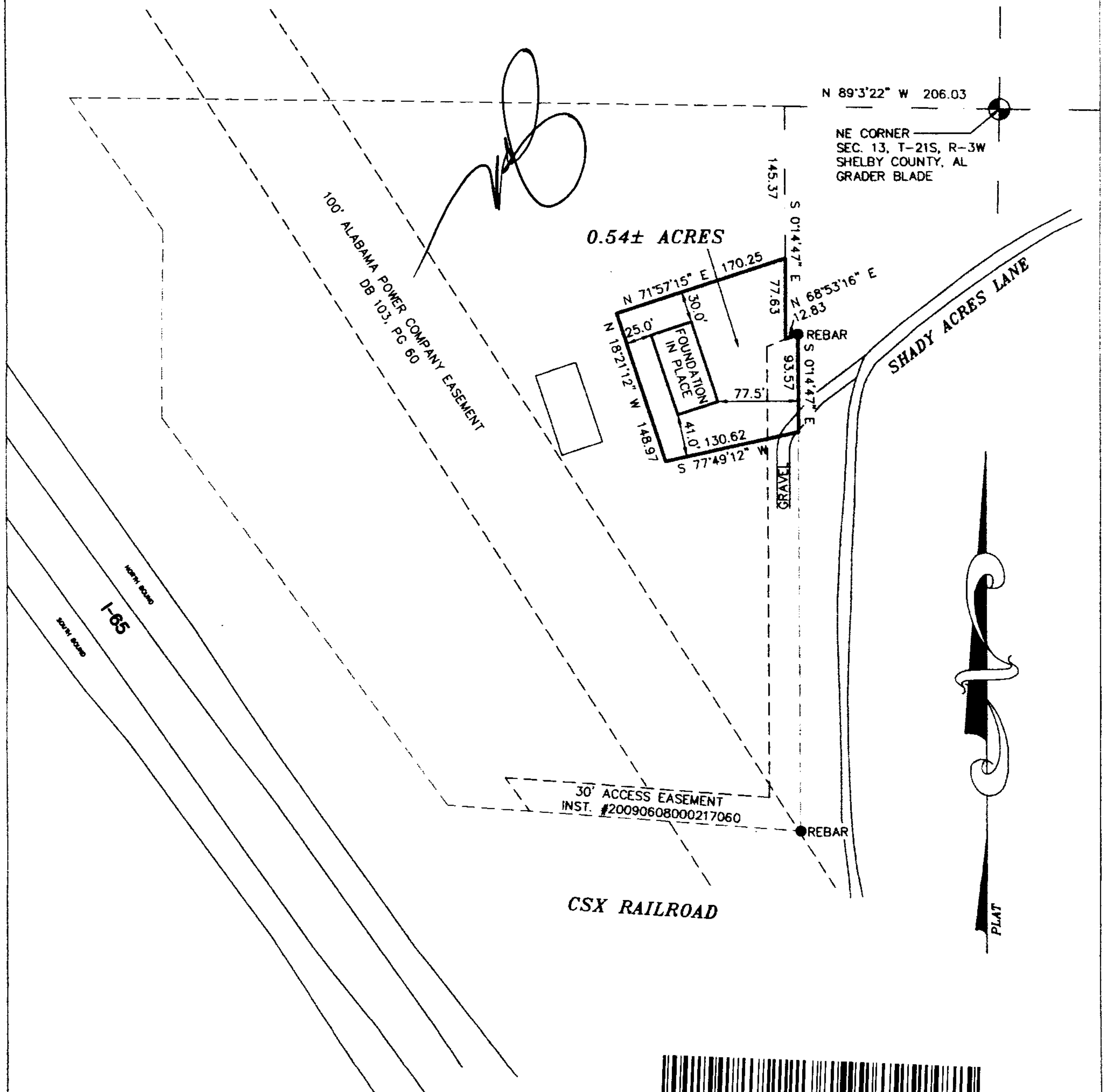
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that John A. Mayhall, whose name as Member of Ross Investments, LLC, a limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he, as such Member and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of March, 2011.

Notary Public, Wayne Michael Jones
My Commission expires: 8/9/2016

20150311000075040 2/3 \$245.00
Shelby Cnty Judge of Probate, AL
03/11/2015 10:59:27 AM FILED/CERT

LEGAL DESCRIPTION FOR LEASE AGREEMENT



20150311000075040 3/3 \$245.00
Shelby Cnty Judge of Probate, AL
03/11/2015 10:59:27 AM FILED/CERT

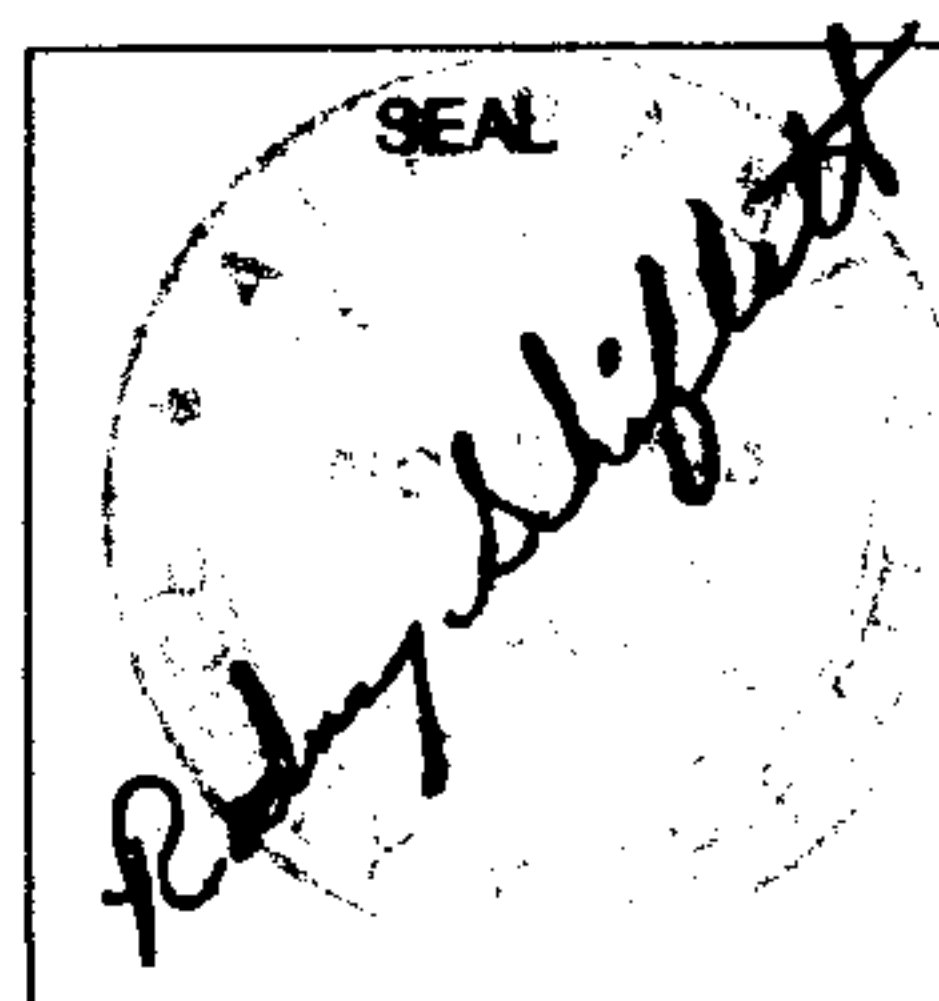
Commence at the NE Corner of Section 13, Township 21 South, Range 3 West, Shelby County, Alabama; thence N89°03'22"W, a distance of 206.03'; thence S00°14'47"E, a distance of 145.37' to the POINT OF BEGINNING; thence continue along the last described course, a distance of 77.63'; thence N68°53'16"E, a distance of 12.83'; thence S00°14'47"E, a distance of 93.57'; thence S77°49'12"W, a distance of 130.62'; thence N18°21'12"W, a distance of 148.97'; thence N71°57'15"E, a distance of 170.25' to the POINT OF BEGINNING.

Said Parcel containing 0.54 acres, more or less.

NOTES:

This Parcel shown and described herein may be subject to setbacks, Right-of-Ways, easements, zoning and restrictions that may be found in the Probate Office of said County.

Based on a survey completed by Robert Weimorts, dated November 11, 2009.



LEGEND	
○	1/2" REBAR SET
●	IRON PIN FOUND
—	R.O.W.
—	RIGHT-OF-WAY
—	NOT TO SCALE
—	UTILITY POLE
—	OVERHEAD UTILITIES
(M)	FIELD MEASURED
(P)	PLAT / RECORDED MAP
⊠	COVERED DECK/PORCH
⊞	DECK/PORCH

JOB NO. 14350LEASE
DATE 2/11/15 DATE OF FIELD SURVEY 1/30/15
ADDRESS _____ SCALE 1" = 100'
DRAWN BY H. LETTS CHECK BY R.Y.S.

RODNEY SHIFLETT SURVEYING

P.O. BOX 204
COLUMBIANA, ALABAMA 35051
TEL. 205-669-1205 FAX. 205-669-1298