

**THIS INSTRUMENT PREPARED BY AND
UPON RECORDING PLEASE RETURN TO:**

**20150616000202180
06/16/2015 03:27:33 PM
MORT 1/12**

Murphy McMillan
Baker, Donelson, Bearman,
Caldwell & Berkowitz, PC
420 20th Street North, Suite 1400
Birmingham, Alabama 35203

STATE OF ALABAMA)
COUNTY OF SHELBY)

MORTGAGE

THIS MORTGAGE, made and executed as of this 12th day of May, 2015, by and between:

BORROWER: **MICHAEL GRAVES HIGGINBOTHAM**
129 Stonehill Circle
Pelham, Alabama 35124
(the "Borrower"), and

LENDER: **MARILYN H. SHEFFIELD, TRUSTEE OF THE
HIGGINBOTHAM FAMILY TRUST U/W/O ROSAMAE N.
MOOTY**
468 Hillandell Drive
Hoover 35244
(the "Lender").

WITNESSETH:

WHEREAS:

(a) The Borrower is justly indebted to Lender in the principal sum of **\$143,226.63** as evidenced by the Promissory Note (the "Note") executed by Borrower of even date herewith, payable as provided therein, until October 20, 2023 when the entire balance of principal and earned interest shall become due and payable, subject to the terms and conditions of Section 3.10, below.

(b) Borrower is desirous of securing the prompt payment of the indebtedness evidenced by the Note, together with additional sums expended by Lender under the provisions of this instrument.

(c) This Mortgage constitutes a first lien mortgage given to secure the unpaid portion of the purchase price.

NOW, THEREFORE, the undersigned Borrower, in consideration of the indebtedness above mentioned, and to secure the prompt payment of same, with the interest thereon, and any extension or renewals of same, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth, has bargained and sold and does hereby GRANT, BARGAIN, SELL and CONVEY unto the Lender, its successors and assigns, the land, real estate, buildings, improvements, and fixtures owned by the Borrower (the "**Mortgaged Property**"). A legal description of the land constituting the Mortgaged Property is attached at **Exhibit A**.

TOGETHER WITH all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the land described above, and all fixtures thereto;

TOGETHER WITH all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interest, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower;

TOGETHER WITH all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the premises or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets;

TOGETHER WITH all funds held in any escrow account to cover taxes and insurance with respect to said property and all right, title and interest in and to any prepaid items, including, without limitation, insurance premiums paid with respect to said property together with the right to the insurance proceeds.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto the Lender, its successors and assigns forever, subject, however, to the terms and conditions herein:

AND the Borrower covenants and agrees with the Lender as follows:

ARTICLE I

COVENANTS OF BORROWER

1.01 WARRANTY OF TITLE: The Borrower is lawfully seized of an indefeasible estate in fee simple in the land and real property hereby mortgaged, and has good right, full power and lawful authority to sell, convey and mortgage the same in the manner and form aforesaid; that

the same is free and clear of all liens, charges, and encumbrances whatsoever, except as expressly stated herein.

1.02 PERFORMANCE OF NOTE AND MORTGAGE: The Borrower will perform, observe and comply with all provisions hereof and of the Note secured hereby and will duly and punctually pay to the Lender the sum of money expressed in the Note with interest thereon and all other sums required to be paid by the Borrower pursuant to the provisions of this Mortgage, all without any deductions or credit for taxes or other similar charges paid by the Borrower.

1.03 COVENANT TO PAY TAXES, ETC.: The Borrower, from time to time when the same shall become due, will pay and discharge all taxes of every kind and nature (including real and personal property taxes and income, franchise, withholding, profits and gross receipts taxes), all general and special assessments, levies, permits, inspection and licenses fees, all water and sewer rents and charges, all charges for public utilities, and all other public charges whether of a like or different nature, ordinary or extraordinary, foreseen or unforeseen, imposed upon or assessed against them or the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Mortgaged Property or arising in respect of the occupancy, use or possession thereof being hereinafter sometimes collectively referred to as "taxes and other assessments."

1.04 INSURANCE:

(a) Borrower shall procure and maintain, at its expense: (i) "all risk" insurance, or its equivalent, insuring the full replacement value of the Mortgaged Property; and (ii) such other insurance as Lender may reasonably require. A policy endorsement naming Lender, and/or its designee, as an additional insured and specifying such coverage shall be furnished to Lender prior to the execution of this Mortgage, and the required coverage will be kept in force until all of Borrower's obligations have been fully discharged and fulfilled.

(b) Such insurance shall be evidenced by a valid and enforceable policy in form and substance, and issued by and distributed among insurers of recognized responsibility, in all respects reasonably satisfactory to the Lender. All such policies shall be delivered to the Lender within ten (10) days of any request by Lender. Such policies shall contain a provision for fifteen (15) days' notice to Lender before cancellation. The Lender, at its sole option, may accept duplicate original policies or certificates evidencing the issuance of such policies.

(c) If any portion of the Mortgaged Property or any improvements, or fixtures thereof, thereon or therein or appurtenant thereto are damaged or destroyed by fire or other cause, Borrower shall forthwith give notice thereof to Lender, and shall make prompt proof of loss to the applicable insurance companies.

1.05 CONDEMNATION: In the event that the Mortgaged Property or any part thereof, is taken under the power of eminent domain or by condemnation, the Lender, its successors and assigns, shall as a matter of right be entitled to the entire proceeds of the award which is hereby assigned to the Lender, its successors and assigns. Lender may apply the same to payment of

installments last due under said note. Lender is authorized in the name of Borrower to execute and deliver valid acquittances thereof and to appeal from any such award.

1.06 CARE OF THE PROPERTY: The Borrower will preserve and maintain the Mortgaged Property in good condition and repair, and will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof, and will not permit nor perform any act which would in any way impair the value of the Mortgaged Property.

1.07 INSPECTION: The Lender or its duly authorized representative is hereby authorized to enter upon and inspect the Mortgaged Property at any time during normal business hours.

1.08 COMPLIANCE: The Borrower will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property or any part thereof.

1.09 PERFORMANCE BY LENDER OF DEFAULTS BY BORROWER: If the Borrower shall default in the payment of any tax, lien, assessment or charge levied or assessed against the premises; in the payment of any utility charge, whether public or private; in the payment of insurance premium; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; or in the performance or observance of any other covenant, condition or term of this Mortgage, and the period applicable thereto within which Borrower may correct the same has expired (provided that in the event of an emergency or where in Lender's reasonable judgment its rights or security hereunder would be impaired by delay, Lender may act without notice or delay of any kind), then the Lender, at its option may perform or observe the same, and all payments made for costs or incurred by the Lender in connection therewith, shall be secured hereby and shall be upon demand, immediately repaid by the Borrower to the Lender. The Lender is hereby empowered to enter and to authorize others to enter upon the premises or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Borrower, or any person in possession holding under the Borrower.

1.10 TRANSFER OF MORTGAGED PROPERTY: The Borrower shall not sell, assign, encumber or otherwise convey the Mortgaged Property or any part thereof, without obtaining the prior written consent of Lender. Any such sale, transfer, conveyance or encumbrance made without Lender's prior written consent shall be void. It is agreed that if Lender is willing to consent to any transfer of the benefits of this Mortgage not expressly authorized hereunder, Lender may impose conditions for such consent, including, without limitation, requirements: (a) that the purchaser establish satisfactory credit and ability to operate the Mortgaged Property to Lender's satisfaction; (b) that the purchaser specifically assume all obligations of Borrower to be performed under this Mortgage and Note secured hereby; (c) that reasonable fees be paid to the Lender at the time of such transfer in order to cover all costs and expenses, including attorneys' fees, incurred in reviewing the proposed purchaser and determining appropriate conditions to assignment; (iv) that the interest rate provided for under the Note be increased or the maturity date stated therein shortened; or (d) that such purchaser agree to additional restrictions on further transfers.

1.11 LIENS: Any lien which may be filed under the provisions of the statutes of Alabama, relating to the liens of mechanics and materialmen, shall be promptly paid and discharged by Borrower and shall not be permitted to take priority over the lien of this Mortgage, provided that Borrower, upon first furnishing to Lender such security as shall be satisfactory to Lender for the payment of all liability, costs and expenses of the litigation, may in good faith contest, at Borrower's expense, the validity of any such lien or liens.

1.12 SUBSEQUENT LEGISLATION: In the event of the enactment of any law by the State of Alabama, after the date of this Mortgage, deducting from the value of the land for the purpose of taxation any lien thereon, or imposing any liability upon Lender, in respect of the indebtedness secured hereby, or changing in any way the laws now in force for the taxation of mortgages, or debts secured by mortgages, or the manner of collection of any such taxes, so as to affect this Mortgage, Borrower shall pay any such obligation imposed on Lender thereby, and in the event Borrower fails to pay such obligation or is prohibited by law from making such payment, the whole of the principal sum secured by this Mortgage, together with the interest due thereon shall, at the option of Lender, without notice to any party, become immediately due and payable.

ARTICLE II

EVENTS OF DEFAULT; REMEDIES OF LENDER

2.01 EVENT OF DEFAULT: The term "Event of Default," wherever used in this Mortgage, shall mean any one or more of the following events:

- (a) Failure by the Borrower to pay any installments of principal or interest when due;
- (b) Failure by the Borrower to duly observe any other covenant, condition or agreement contained in this Mortgage, in the Note, or in any other document executed by the Borrower relating to this Mortgage loan transaction within thirty (30) days after notice of default, provided that Lender shall not be required to give such notice on more than two (2) occasions for the same Event of Default during any twelve (12) month period during the term hereof;
- (c) The filing by the Borrower of a voluntary petition in bankruptcy, or the Borrower's adjudication as a bankrupt or insolvent, or the filing by the Borrower of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for themselves under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the Borrower's seeking or consenting to or acquiescence in the appointment of any trustee, receiver or liquidator of all or any substantial part of the Mortgaged Property or of any or all the rents, revenues, issues, earnings, profits or income thereof, or the making of any general assignment for the benefit of credits or the admission in writing of its inability to pay its debts generally as they become due; or
- (d) The entry by a court of competent jurisdiction of an order, judgment, or decree approving a petition filed against the Borrower seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency, or other relief for debtors,

which order, judgment or decree remains unvacated and unstayed for an aggregate of thirty (30) days (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of the Borrower or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof without the consent or acquiescence of the Borrower which appointment shall remain unvacated and unstayed for an aggregate for thirty (30) days (whether or not consecutive);

(e) The occurrence of any act or condition whereby the interest of Lender in said Property becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon;

(f) The occurrence of any act or condition occasioned or suffered to be occasioned by Borrower whereby legal authority or ability to execute this Mortgage or to enter into the transactions secured by this Mortgage is weakened, diminished or impaired by rule of a court of competent jurisdiction, in the reasonable judgment of Lender.

2.02 ACCELERATION OF MATURITY: If any Event of Default shall have occurred, then the entire principal amount of the indebtedness secured hereby with interest accrued thereon shall, at the option of the Lender, become due and payable without notice or demand, time being of the essence; and any omission on the part of the Lender to exercise such option when entitled to do so shall not be considered as a waiver of such right.

2.03 RIGHT OF LENDER TO ENTER AND TAKE POSSESSION:

(a) If an Event of Default shall have occurred, the Borrower, upon demand of the Lender, shall forthwith surrender to the Lender the actual possession of the Mortgaged Property; and if and to the extent permitted by law, the Lender may enter and take possession of all the Mortgaged Property, and may exclude the Borrower and his agents and employees wholly therefrom.

(b) Upon every such entering upon or taking of possession, the Lender may hold, store, use, operate, manage and control the Mortgaged Property, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals thereto and thereon and purchase or otherwise acquire additional fixtures, personality and other property; (ii) insure or keep the Mortgaged Property insured; (iii) manage and operate the Mortgaged Property and exercise all the rights and powers of the Borrower in his name or otherwise, with respect to the same; (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted the Lender, all as the Lender from time to time may determine to be to its best advantage; and the Lender may collect and receive all the income, revenues, rents, issues and profits of the same including those past due as well as those accruing thereafter, and, after deducting: (1) all expenses of taking, holding, managing, and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (2) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions; (3) the cost of such insurance; (4) such taxes and other assessments and other charges prior to the lien of this Mortgage as the Lender may determine to pay; (5) other proper charges upon the Mortgaged

Property or any part thereof; and (6) the reasonable compensation, expenses and disbursements of the attorneys and agent of the Lender; shall apply the remainder of the moneys so received by the Lender, first to the payment of accrued interest; then to the payment of tax deposits; and finally to the payment of overdue installments of principal and interest.

2.04 LENDER'S POWER OF ENFORCEMENT: If an Event of Default shall have occurred and be continuing, the Lender may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy: (a) to enforce payment of the Note or the performance of any term thereof or any other right; (b) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property, as provided by law; and (c) to pursue any other remedy available to it, all as the Lender shall deem most effectual for such purposes. The Lender shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as the Lender may determine.

2.05 POWER OF SALE: If an Event of Default shall have occurred, Lender may sell the Mortgaged Property at public outcry to the highest bidder for cash in front of the Courthouse door in the county where said property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county, and, upon payment of the purchase money, Lender or any person conducting the sale for Lender is authorized to execute to the purchaser at said sale a deed to the premises so purchased. Lender may bid at said sale and purchase said premises, or any part thereof, if the highest bidder therefor. At the foreclosure sale the Mortgaged Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner Lender may elect.

2.06 APPLICATION OF FORECLOSURE PROCEEDS: The proceeds of any foreclosure sale pursuant to Paragraph 2.05 of Article II shall be applied as follows:

(a) First, to the reasonable expenses of making the sale including a reasonable attorney's fee for such services as may be necessary in the collection of said indebtedness or the foreclosure of this Mortgage;

(b) Second, to the repayment of any money, with interest thereon, which Lender may have paid, or become liable to pay, or which it may then be necessary to pay for taxes, insurance, assessments or other charges, liens, or debts as hereinabove provided;

(c) Third, to the payment and satisfaction of the indebtedness hereby secured with interest to date of sale;

(d) Fourth, the balance, if any, shall be paid to the party or parties appearing of record to be the owner of the premises at the time of the sale after deducting any expense of ascertaining who is such owner.

2.07 LENDER'S OPTION ON FORECLOSURE: At the option of the Lender, this Mortgage may be foreclosed as provided by law or in equity, in which event a reasonable attorney's

fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. In the event Lender exercises its option to foreclose the Mortgage in equity, Lender may, at its option, foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties defendants to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by the Borrower, a defense to any proceedings instituted by the Lender to collect the sums secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

2.08 WAIVER OF EXEMPTION: Borrower waives all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Mortgage, and Borrower waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the premises be set off against any part of the indebtedness secured hereby.

2.09 SUITS TO PROTECT THE MORTGAGED PROPERTY: The Lender shall have power: (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of the Mortgage; (b) to preserve or protect its interest in the Mortgaged Property and in the income, revenues, rents and profits arising therefrom; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with, such enactment, rule or order would impair the security hereunder.

2.10 DELAY OR OMISSION–NO WAIVER: No delay or omission of the Lender or of any holder of the note to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such default, or acquiescence therein; and every right, power and remedy given by this Mortgage to the Lender may be exercised from time to time and as often as may be deemed expedient by the Lender.

2.11 NO WAIVER OF ONE DEFAULT TO AFFECT ANOTHER, ETC.: No waiver of any default hereunder shall extend to or shall affect any subsequent or any other then existing default or shall impair any rights, powers or remedies consequent thereon. If the Lender: (a) grants forbearance or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted herein or in the note; (d) releases any part of the Mortgaged Property from the lien of the Mortgage or otherwise changes any of the terms of the note or Mortgage; (f) consents to the granting of an easement thereon; or (g) makes or consents to any agreement subordinating the lien or change hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under the Note, Mortgage or otherwise of the Borrower or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude the Lender from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default; nor, except as otherwise expressly provided in an instrument or instruments executed by the Lender shall the lien of this Mortgage be altered thereby.

2.12 DISCONTINUANCE OF PROCEEDINGS - POSITION OF PARTIES

RESTORED: In case the Lender shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been determined adversely to the Lender, then and in every such case the Borrower and the Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Lender shall continue as if no such proceeding had been taken.

2.13 REMEDIES CUMULATIVE: No right, power, or remedy conferred upon or reserved to the Lender by this Mortgage is intended to be exclusive of any right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

ARTICLE III**MISCELLANEOUS**

3.01 CONDITION: This Mortgage is given upon the condition that if the Borrower shall pay or cause to be paid to the Lender the principal and interest payable in respect to the Note, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Borrower, and shall keep, perform and observe all and singular the covenants and promises in the Note, and any renewal, extension or modification thereof, and in this Mortgage expressed to be kept, performed and observed by and on the part of the Borrower, all without fraud or delay, then this Mortgage, and all the properties, interest and rights hereby granted, bargained, and sold shall cease, determine and be void, but shall otherwise remain in full force and effect.

3.02 SUCCESSORS AND ASSIGNS INCLUDED IN PARTIES: Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, administrators, executors, successors and assigns of such party shall be included, and all covenants and agreements contained in this Mortgage by or on behalf of the Borrower or by or on behalf of the Lender shall bind and inure to the benefit of their respective heirs, administrators, executors, successors and assigns, whether so expressed or not.

3.03 CAPTIONS: The captions of the articles, section subparagraphs and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

3.04 INVALID PROVISIONS TO AFFECT NO OTHERS: In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage or in the note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note shall be in no way affected, prejudiced or disturbed thereby.

3.05 NO LENDER OBLIGATION: This Mortgage is intended as a security for the liabilities of Borrower. Notwithstanding any rights conveyed to Lender herein, Lender shall not be

obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligations, duty or liability of Borrower. Lender shall not have any responsibility for the inspection, control, care, management or repair of the Mortgaged Property nor for Borrower's operations thereon, but if Lender elect to incur any such liability for same, Borrower agrees to reimburse Lender immediately upon demand for the amount thereof, together with costs, expenses and reasonable attorneys' fees.

3.06 COSTS OF COLLECTION: In the event that Lender retains an attorney in order to enforce, collect or secure the Note secured hereby, to enforce any provisions of this Indenture, to collect any sums due hereunder, or in order to attempt to enforce, collect or secure any items, Borrower shall reimburse Lender, including reasonable attorneys' fees, whether suit be brought or not. Reasonable attorneys' fees shall include, but not be limited to, reasonable fees incurred in any and all judicial, bankruptcy and other proceedings, including appellate proceedings, whether such proceedings arise before or after entry of a final judgment.

3.07 GOVERNING LAW: This Mortgage, and the right of the parties hereunder, shall be interpreted and governed in accordance with the laws of the State of Alabama.

3.08 NOTICES: All notices under this Mortgage shall be in writing, duly signed by the party giving such notice, and shall be deemed to have been given when deposited in the United States Mail, postage prepaid, by registered or certified mail, return receipt requested, to the applicable address shown on the first page hereof, or to such other address as either party may from time to time provide by notice hereunder to the other.

3.09 BORROWER REPRESENTATIONS AND WARRANTIES: Borrower hereby represents and warrants to Lender that this Mortgage is a valid and binding obligation of Borrower.

[No further text this page; Signature page follows.]

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IN WITNESS WHEREOF, the undersigned has hereunto set his hand as of the 12th day of May, 2015.

BORROWER:

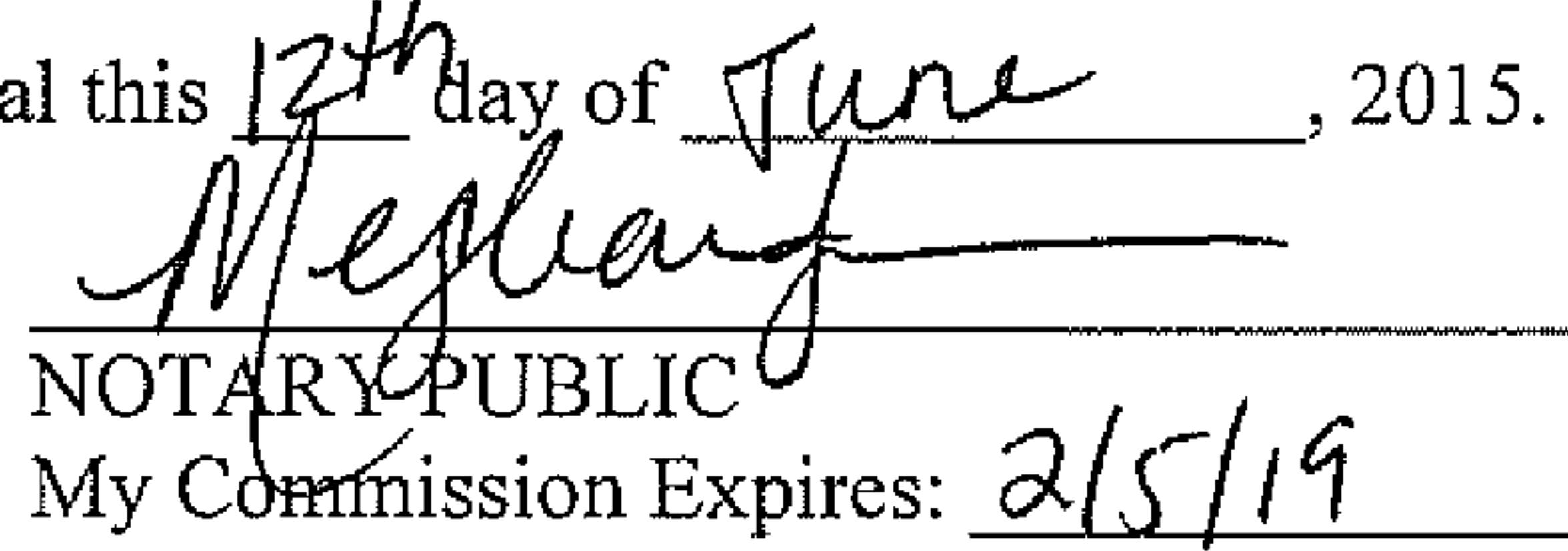


MICHAEL GRAVES HIGGINBOTHAM

STATE OF ALABAMA)
COUNTY OF Jefferson)

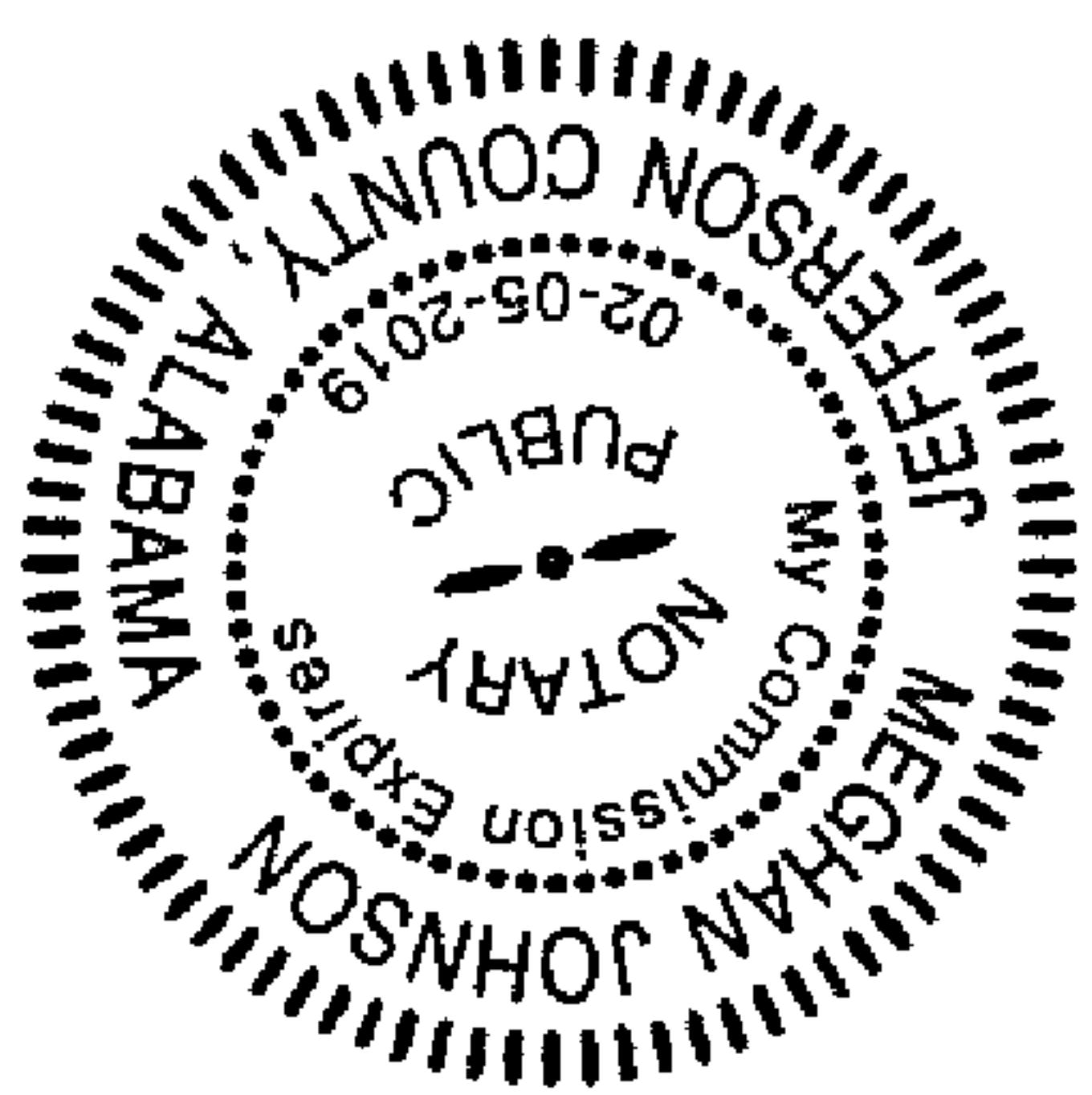
I, the undersigned Notary Public in and for said County, in said State, hereby certify that **MICHAEL GRAVES HIGGINBOTHAM**, an individual, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of June, 2015.



NOTARY PUBLIC

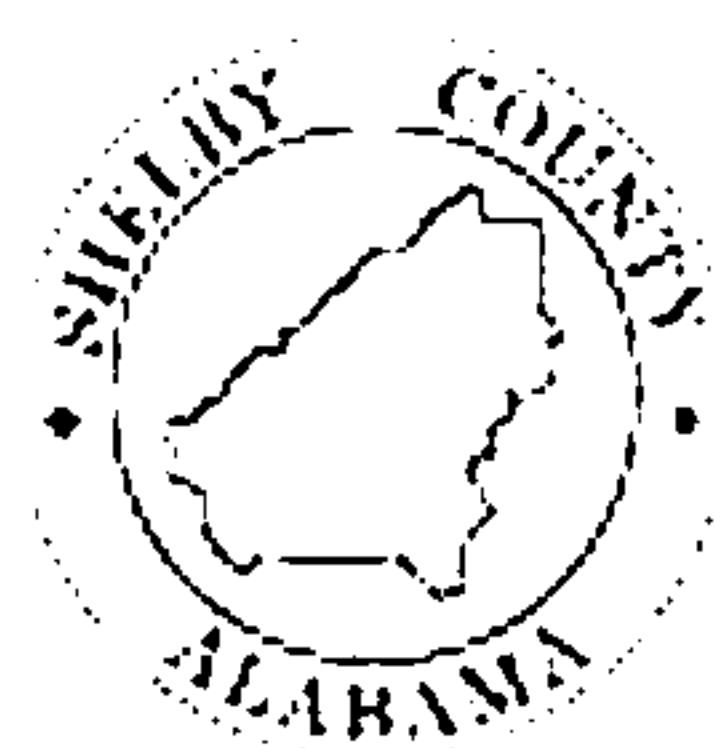
My Commission Expires: 2/5/19



20150616000202180 06/16/2015 03:27:33 PM MORT 12/12
Exhibit A

Mortgaged Property

Lot 154, according to the Map or Survey of Cottage at Stonehaven, Third Addition, as recorded in Map Book 26, Page 15, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
06/16/2015 03:27:33 PM
\$261.95 CHERRY
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A handwritten signature in black ink, appearing to read "J.W. Fuhrmeister".