


SEND TAX NOTICE TO:
David Champion
324 Highway 338
Chelsea, AL 35043

This Instrument was prepared by:
Cameron L. Hogan, Esq.
Lloyd & Hogan, P.C.
3800 Colonnade Parkway, Suite 340
Birmingham, AL 35243

MORTGAGE



20150721000247600 1/3 \$71.00
Shelby Cnty Judge of Probate, AL
07/21/2015 12:08:47 PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW BY ALL MEN THESE PRESENTS: That whereas, David Champion (hereinafter called "Mortgagor") are justly indebted to Amy S. Ianniello, an unmarried woman (hereinafter called "Mortgagee"), in the sum of Thirty-Four Thousand and 00/100 Dollars (\$34,000.00) evidenced by a real estate mortgage note executed simultaneously 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, David Champion, 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:

The property described as 515 Salser Lane, Columbiana, Alabama 35051.

See attached Exhibit A for legal description incorporated herein.

Subject to: All easements, restrictions, and rights of way of record.

The proceeds of this loan have been applied to the purchase price of the property herein conveyed to mortgagors simultaneously herewith.

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 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 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, 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 the 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 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.

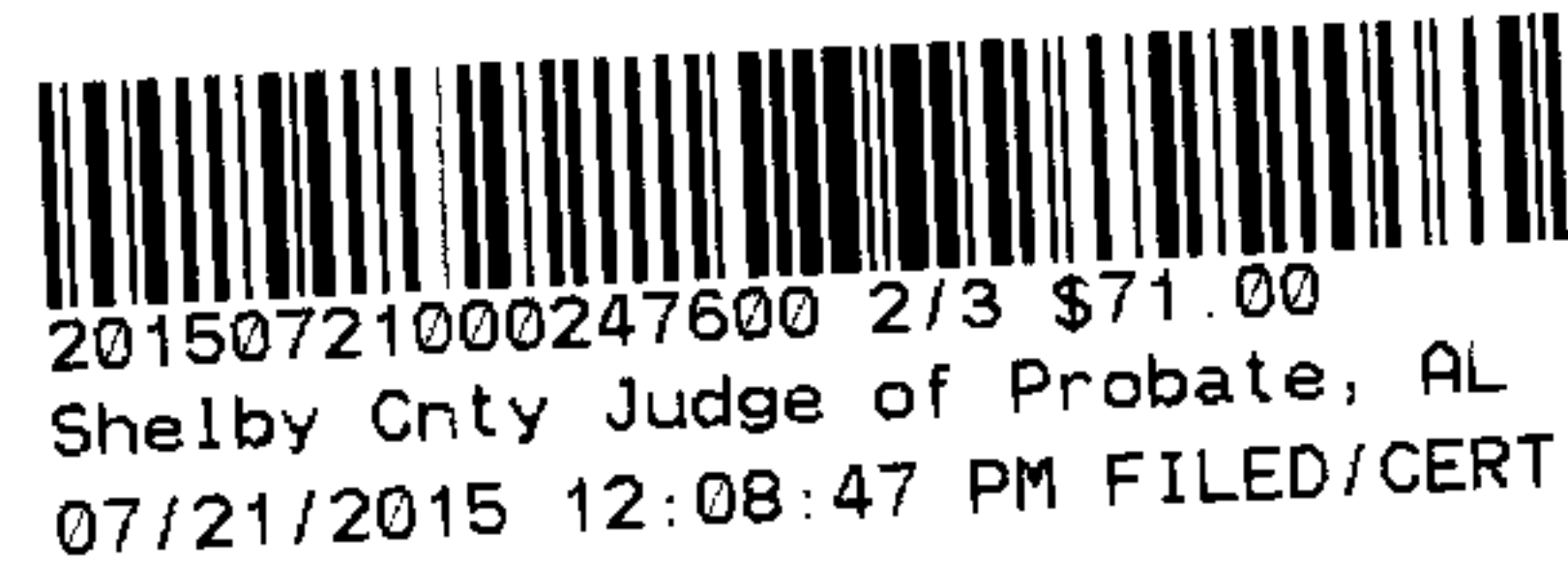


Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum 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 incumbrance 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 cases 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 Courthouse 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 incumbrances, 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 date 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 David Champion have hereunto set his signature and seal, this the 28 day of May, 2015.




DAVID CHAMPION



State of Alabama)
County of Jefferson)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that David Champion whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 28 day of May, 2015.



NOTARY PUBLIC

My Commission expires: 9-21-2016

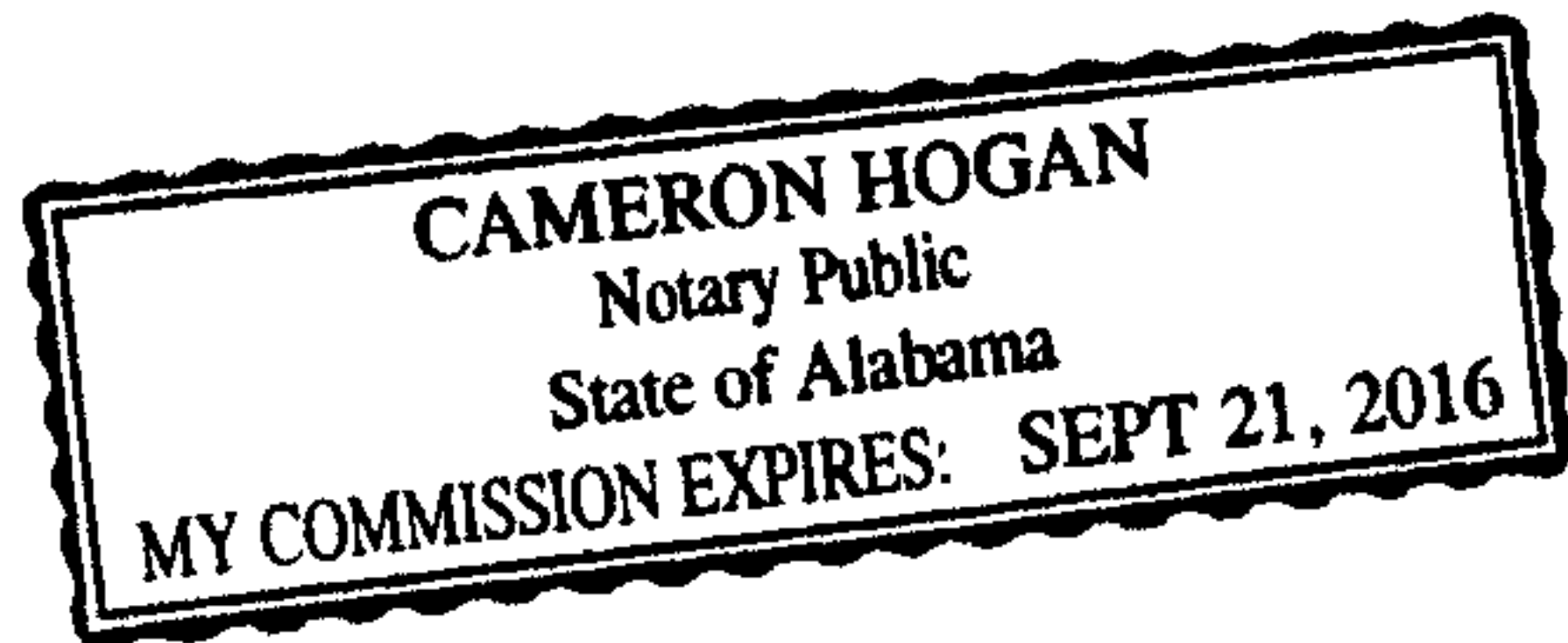


EXHIBIT A

Parcel 1

Commence at the southwest corner of the northwest quarter of the southeast quarter of Section 1, Township 20 south, Range 1 west, Shelby County, Alabama and run thence N 00° 21' 16" W along the west line of said quarter quarter a distance of 265.17' to a point; Thence run S 89° 39' 13" E a distance of 295.54' to a point; Thence run S 00° 08' 45" W a distance of 93.99' to a set rebar corner on the westerly margin of Shelby County Road # 447 and the point of beginning of the property, parcel - 1, being described; Thence run N 36° 45' 35" W along said margin of said Road number 447 a distance of 65.76' to a rebar corner; Thence run S 46° 49' 45" W a distance of 118.18' to a set rebar corner on the easterly margin of a dirt surfaced roadway; Thence run S 05° 28' 51" W a distance of 70.50' to a set rebar corner; Thence run S 10° 51' 02" W along said dirt roadway a distance of 61.94' to a set rebar corner; Thence run S 00° 22' 19" E along said dirt roadway a distance of 34.41' to a set rebar corner; Thence run S 09° 02' 30" E along said dirt roadway a distance of 44.55' to a set rebar corner; Thence run S 09° 37' 58" E along said dirt roadway a distance of 70.51' to a set rebar corner; Thence run S 89° 39' 13" E a distance of 124.14' to a found rebar corner; Thence run N 47° 35' 46" E a distance of 186.28' to a rebar corner on the southwesterly margin of Shelby County Road # 447; Thence run N 46° 31' 53" W along said margin of said road # 447 a distance of 33.72' to a corner; Thence run N 39° 31' 43" W along same said margin of said road # 447 a distance of 93.45' to a corner; Thence run N 36° 53' 12" W along said margin of said road # 447 a distance of 100.29' to the point of beginning, containing 1.49 acres

PARCEL -2

Commence at the southwest corner of the northwest quarter of the southeast quarter of Section 1, Township 20 south, Range 1 west, Shelby County, Alabama and run thence N 00° 21' 16" W along the west line of said quarter quarter a distance of 265.17' to a point; Thence run S 89° 39' 13" E a distance of 295.54' to a point; Thence run S 00° 08' 45" W a distance of 93.99' to a set rebar corner on the westerly margin of Shelby County Road # 447; Thence run N 36° 45' 35" W along said margin of said Road number 447 a distance of 65.76' to a rebar corner; Thence run S 46° 49' 45" W a distance of 118.18' to a set rebar corner on the easterly margin of a dirt surfaced roadway; Thence run S 05° 28' 51" W a distance of 70.50' to a set rebar corner and the point of beginning of the property, parcel -2, being described; Thence run S 10° 51' 02" W along said dirt roadway a distance of 61.94' to a set rebar corner; Thence run S 00° 22' 19" E along said dirt roadway a distance of 34.41' to a set rebar corner; Thence run S 09° 02' 30" E along said dirt roadway a distance of 44.55' to a set rebar corner; Thence run S 09° 37' 58" E along said dirt roadway a distance of 70.51' to a set rebar corner; Thence run N 89° 39' 13" W a distance of 84.57' to a found rebar corner; Thence run N 00° 08' 44" E a distance of 298.71' to a found rebar corner; Thence run S 89° 39' 13" E a distance of 76.68' to the point of beginning, containing 0.35 of an acre. Both parcels are subject to any easements, rights of way, restrictions and limitations of probated record or applicable law.

Less and Except:

PARCEL #3

Commence at the southwest corner of the northwest quarter of the southeast quarter of Section 1, Township 20 south, Range 1 west, Shelby County, Alabama and run thence N 00° 21' 16" W along the west line of said quarter quarter a distance of 265.17' to a point; Thence run S 89° 39' 13" E a distance of 295.54' to a point; Thence run S 00° 08' 45" W a distance of 93.99' to a set rebar corner on the westerly margin of Shelby County Road # 447 and the point of beginning of the property being described; Thence run N 36° 45' 35" W along said margin of said Road number 447 a distance of 65.76' to a rebar corner; Thence run S 46° 49' 45" W a distance of 118.18' to a set rebar corner on the easterly margin of a dirt surfaced roadway; Thence run S 05° 28' 51" W a distance of 70.50' to a set rebar corner; Thence run S 89° 38' 22" E a distance of 132.03' to a corner; Thence run N 00° 08' 43" E a distance of 99.18' to the point of beginning, containing 0.34 of an acre.

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