

20150827000297740 1/3 \$252.50
Shelby Cnty Judge of Probate, AL
08/27/2015 08:11:10 AM FILED/CERT

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

WHEREAS, Craft Investment Properties, LLC, (hereinafter called “Mortgagor”) is justly indebted to Chelsea Tire Investments, LLC, (hereinafter called “Mortgagee”), in the sum of One Hundred Fifty-Five Thousand and 00/100^{ths} Dollars (\$155,000.00) evidenced by a note of even date; and

NOW THEREFORE, in consideration of the premises, said Mortgagor, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Chelsea, Shelby County, State of Alabama, to-wit:

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 and 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; all amounts expended by said Mortgagee for taxes or assessments, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specifically secured, and shall be covered by this Mortgage, and bear interest from the 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 or assessments and interest thereon, then this conveyance shall 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 thereof, 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 shall be subject to foreclosure as now provided in case law 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, or its agents or assigns deem best, in front of the Courthouse door of said County 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 conveyance, 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 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 the undersigned further agrees 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 has hereunto set his signature and seal this 26th day of August, 2015.

CRAFT INVESTMENT PROPERTIES, LLC

Michael H. Craft
By: Michael H. Craft
As its: Authorized Member

STATE OF ALABAMA)
)
SHELBY COUNTY)

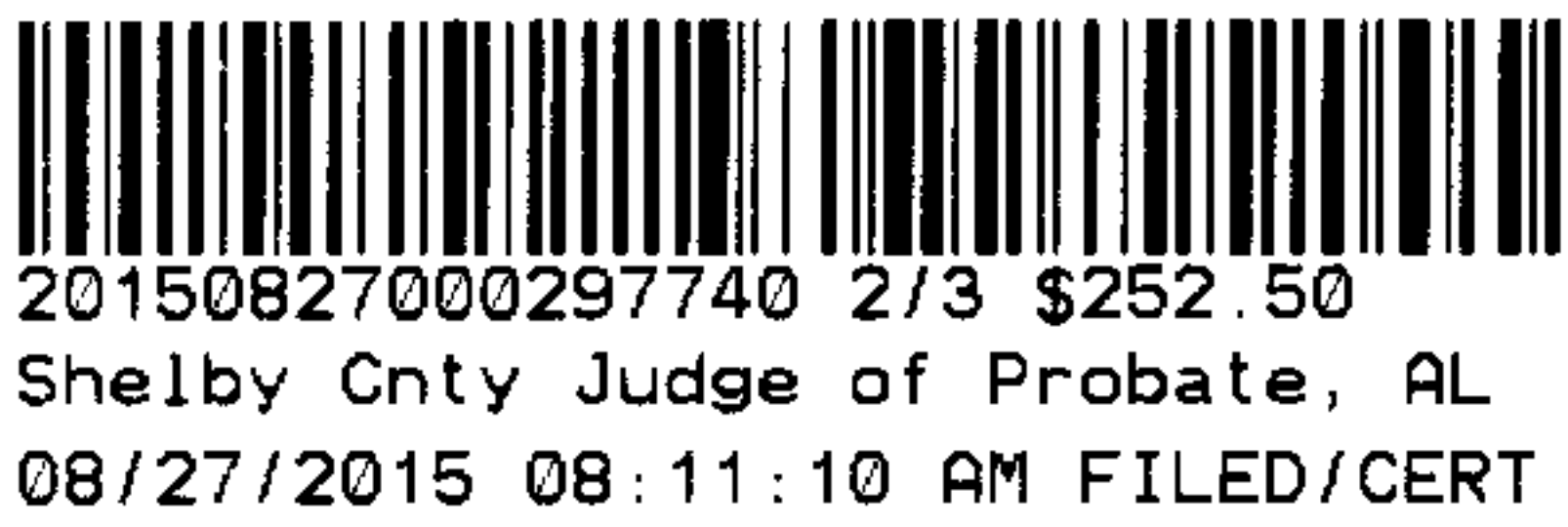
The undersigned, a Notary Public in and for said County, in said State, hereby certifies that **Michael H. Craft**, whose name as **Authorized Member of Craft Investment Properties, LLC**, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he as an officer and with full authority, executed the same voluntarily for and as the act of said company on the date below.

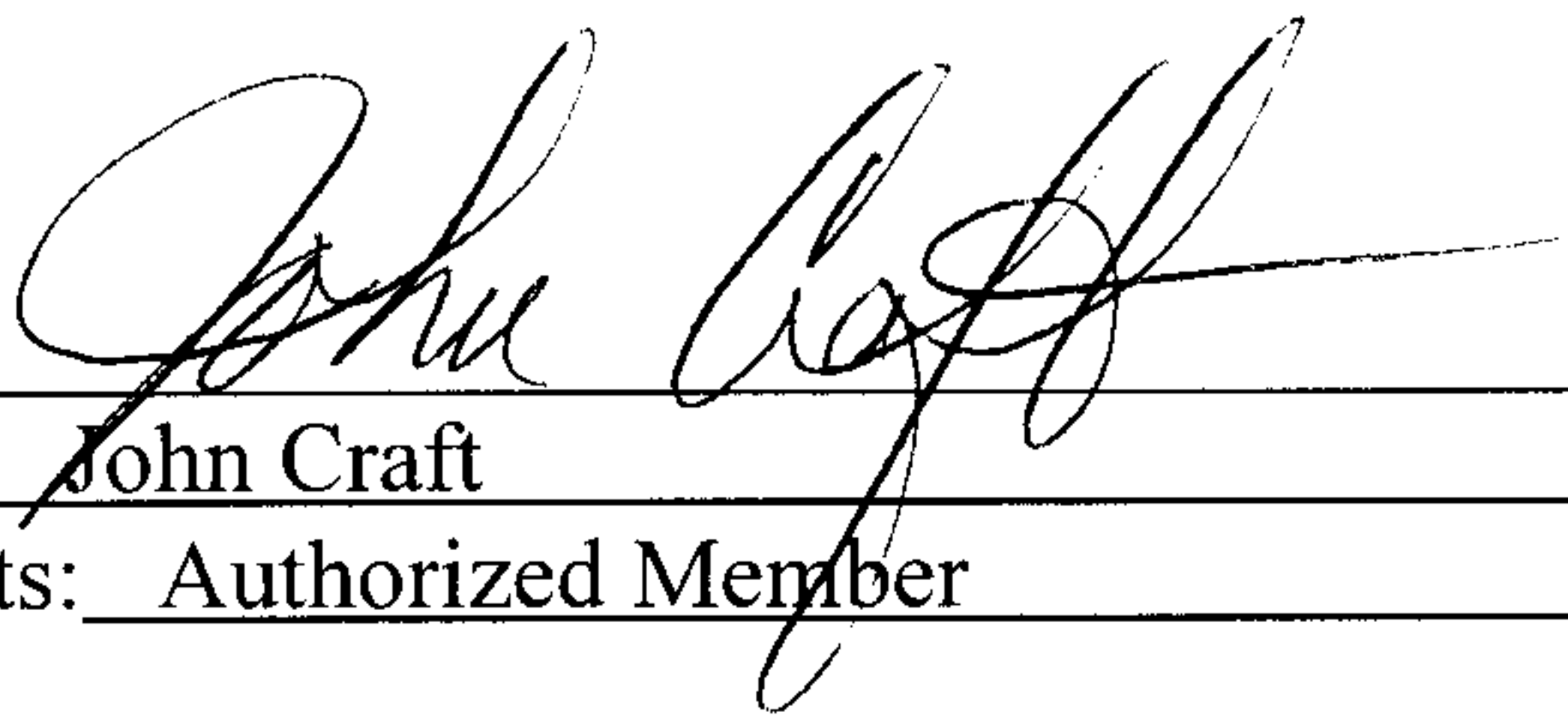
Subscribed and sworn to before me this 26th day of August, 2015.

Lee Ann Dinevich
Notary Public

SEAL

My commission expires: 9/11/16




By: John Craft
As its: Authorized Member

STATE OF ALABAMA)
)
SHELBY COUNTY)

The undersigned, a Notary Public in and for said County, in said State, hereby certifies that **John Craft**, whose name as **Authorized Member of Craft Investment Properties, LLC**, an Alabama limited liability company, 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 this instrument, he as an officer and with full authority, executed the same voluntarily for and as the act of said company on the date below.

Subscribed and sworn to before me this 26th day of August, 2015.


Notary Public

SEAL

My commission expires: 9/11/16


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