This instrument prepared by KENNETH B. ST. JOHN 1900 INDIAN LAKE DRIVE BIRMINGHAM, AL 35244

ε,

MORTGAGE

STATE OF ALABAMA COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS:

20150911000317430 1/3 \$110.00 Shelby Cnty Judge of Probate, AL 09/11/2015 08:39:26 AM FILED/CERT

That Whereas,

JOHNNY W. BLANKENSHIP, an unmarried individual

(hereinafter called "Mortgagors", whether one or more) are justly indebted to

MARTHA P. COX AND/OR HER HEIRS AND ASSIGNS

(hereinafter called "Mortgagee", whether one or more), in the sum of

SIXTY THOUSAND AND NO/100THS Dollars, (\$60,000.00) evidenced by A NOTE OF EVEN DATE.

And, Whereas, Mortgagors 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 Mortgagors,

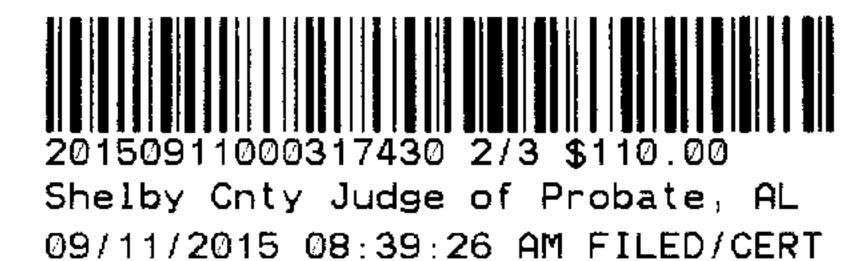
JOHNNY W. BLANKENSHIP, AND/OR HIS HEIRS AND ASSIGNS

does hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

Commence at the NE corner of the SW 1/4 of the SW 1/4 of Section 21, Township 19 South, Range 1 East, Shelby County, Alabama; thence S00°00'00"E, a distance of 60.00 feet to the POINT OF BEGINNING; thence continue along the last described course, a distance of 1195.14 feet to a point on the Northerly R.O.W. line of Old Highway 280, 80' R.O.W.; thence N88°58'38"W and along said R.O.W. line a distance of 229.01 feet; thence N01°03'07"E and leaving said R.O.W. line a distance of 209.73 feet; thence N88°54'00"W a distance of 209.91 feet; thence N89°00'13"W a distance of 210.16 feet; thence N03°44'04"E a distance of 174.42 feet; thence N87°18'43"E a distance of 67.07 feet; thence N02°36'05"W a distance of 199.98 feet; thence S87°17'52"W a distance of 193.46 feet to the Southeaster R.O.W. line of Shelby County Highway 51, 80' R.O.W.; thence N36°00'39"E and along said R.O.W. line a distance of 740.16 feet; thence N88°46'56"E and leaving said R.O.W. line a distance of 333.99 feet to the POINT OF BEGINNING

The proceeds of this loan have been applied to the purchase price of the herein described property.

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 of 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 same 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 as expended by said Mortgagee for taxes, assessments or insurance, 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 frm date of payment by said Mortgagee, or assigns, and be at once due and payable.

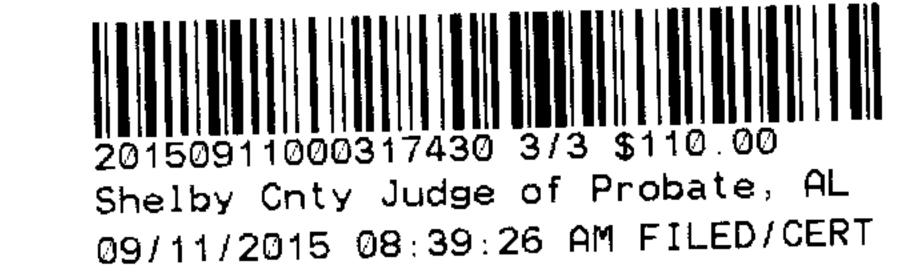
Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest 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 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 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, 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 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 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 JOHNNY W. BLANKENSHIP

has hereunto set my signature and seal this 9th day of September, 2015.

Johnny W. BLANKENSHIP

(Seal)



STATE OF ALABAMA)
SHELBY COUNTY)

General Acknowledgment

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that JOHNNY W. BLANKENSHIP, 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 9th day of September, 2015.

Notary Public Kenneth Ballard St. John

My Commission Expires: 11/24/2018

