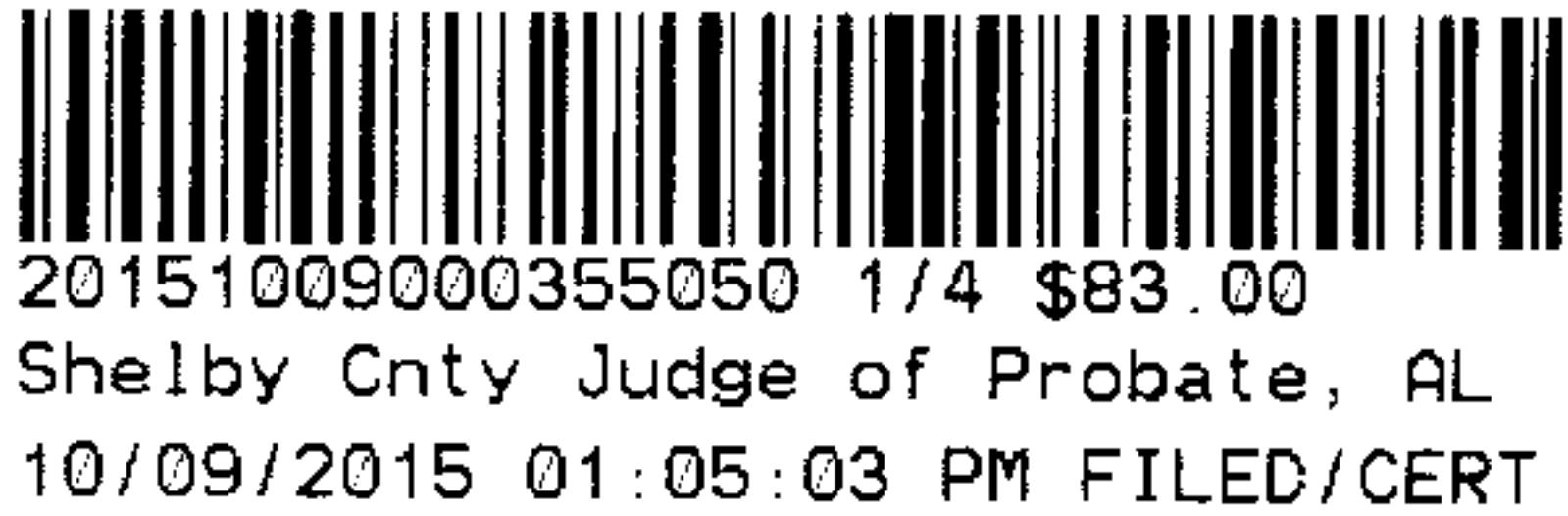


This instrument prepared by
KATHERINE H. WATKINS
BOARDMAN, CARR, BENNETT,
WATKINS, HILL & GAMBLE, P.C.
400 BOARDMAN DRIVE
CHELSEA, AL 35043

MORTGAGE

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS:



That Whereas,

CLIFF CULBERSON AND WIFE, SUSAN CULBERSON

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

ED BAHR AND/OR WIFE, SANDRA BAHR and/or their Respective Estate(s)

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

FORTY THOUSAND AND NO/100THS DOLLARS

(\$ 40,000.00) 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,

CLIFF CULBERSON AND WIFE, SUSAN CULBERSON,

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:

See Attached Exhibit A for Legal Description.

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

CC SK


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 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 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 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 Cliff Culberson and wife, Susan Culberson have hereunto set my/our signature and seal this 8th day of October, 2015.



CLIFF CULBERSON (Seal)


20151009000355050 2/4 \$83.00
Shelby Cnty Judge of Probate, AL
10/09/2015 01:05:03 PM FILED/CERT



SUSAN CULBERSON (Seal)

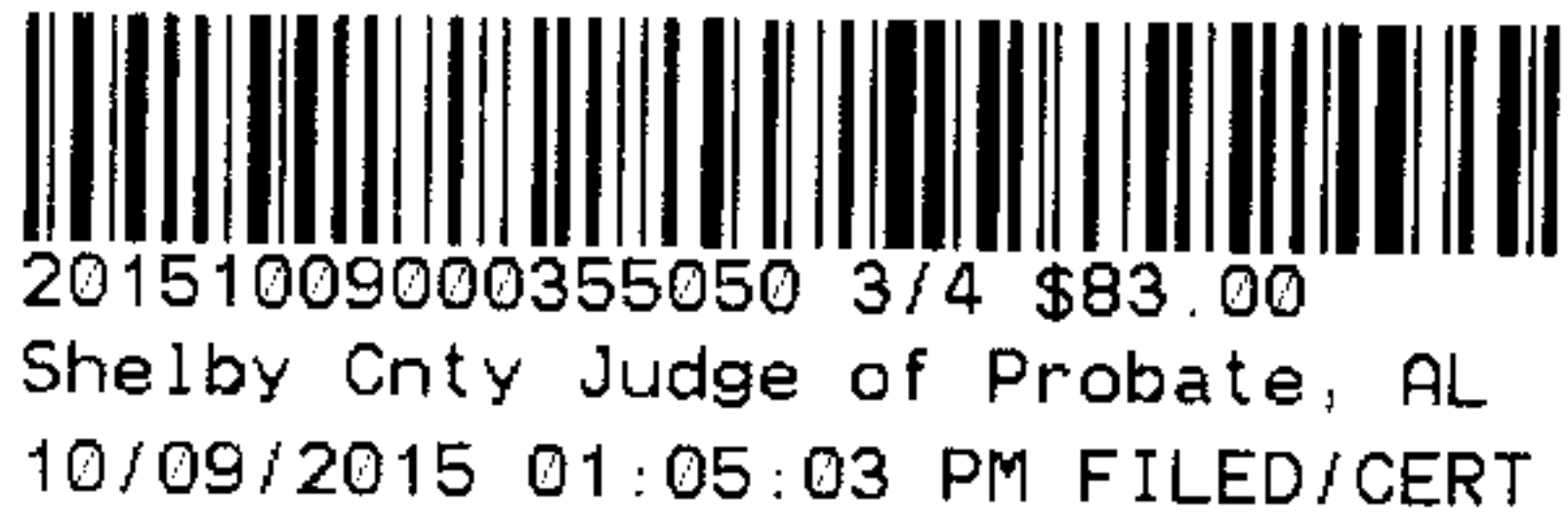
STATE OF ALABAMA)
SHELBY COUNTY)

General Acknowledgment

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Cliff Culberson and wife, Susan Culberson, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8th day of October, 2015.

Katherine H. Watkins
Notary Public
My Commission Expires 8/14/17



gcll

EXHIBIT "A"

Parcel 1

Start at the Southeast corner of the SW 1/4 of the SW 1/4 of Section 22, Township 19 South, Range 1 East, run West along the Southern boundary line of said 1/4 Section 208 feet for the point of beginning; thence run North along the Hixie Moore property line 144 feet; thence run West 104 feet; thence run South 144 feet to the Southern boundary line of said 1/4 Section; thence run East along the Southern boundary line of said 1/4 Section 104 feet to the point of beginning.

Parcel 2


A parcel of land located in the SW 1/4 of the SW 1/4 of Section 22, Township 19 South, Range 1 East, Shelby County, Alabama and being more particularly described as follows: Commence at the Northeast corner of the SW 1/4 of SW 1/4 of said Section 22; thence in a Southerly direction along the East boundary of said 1/4-1/4 Section 690.0 feet; thence in a Westerly direction and parallel with the South boundary of said Section 22, 208.0 feet; thence South and parallel with the West boundary of said Section 22, 476.0 feet to the place of beginning; thence from the place of beginning and continuing South and parallel with the West boundary of said Section 22, 10.0 feet; thence Westerly and parallel with the South boundary of said Section 22, 104.0 feet to the East side of a gravel road; thence Northerly and parallel with the West boundary of said Section 22, 10.0 feet; thence Easterly and parallel with South boundary of said Section 22, 104.0 feet to the point of beginning.

ALSO:

A parcel of Land situated in the Southwest 1/4 of the Southwest 1/4 of Section 22, Township 19 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Commence at a 2" capped iron found at the Southeast corner of the SW 1/4 of the SW 1/4 of Section 22, Township 19 South, Range 1 East, thence run West along the South line of said 1/4 - 1/4 Section for a distance 311.86 feet to an iron pin found with a SSI cap at the point of beginning; thence continue along last described course for a distance of 22.00 feet to an iron pin set with a SSI cap; thence turn an angle to the right of 90 degrees, 41 minutes, 13 seconds and run in a Northerly direction for a distance of 143.89 feet to an iron pin set with a SSI cap; thence turn an angle to the right of 89 degrees, 17 minutes, 04 seconds and run in an Easterly direction for a distance of 22.00 feet to an iron pin found with a SSI cap; thence turn an angle to the right of 90 degrees, 42 minutes, 56 seconds and run in a Southerly direction for a distance of 143.91 feet to the point of beginning. Said parcel of land containing 3,165 square feet, more or less.

All being situated in Shelby County, Alabama.


20151009000355050 4/4 \$83.00
Shelby Cnty Judge of Probate, AL
10/09/2015 01:05:03 PM FILED/CERT

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