

STATE OF ALABAMA)
COUNTY OF SHELBY)

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MORT 1/5

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the undersigned, Martin J. Wyffels, III, is indebted to Karen S. Burford, in the principal sum of EIGHTY-FIVE THOUSAND DOLLARS (\$85,000.00);

Now for the purpose of securing the prompt payment of the above described liability or liabilities of the undersigned to the said Karen S. Burford, I, Martin J. Wyffels, III, an unmarried man, hereinafter called Mortgagor, do grant, bargain, sell and convey unto the said Karen S. Burford, hereinafter called Mortgagee, the following described real property situated in Jefferson County, Alabama, viz:

Real property described in Exhibit A, which is attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said property, together with improvements and appurtenances thereto belonging, unto Mortgagee, and unto the heirs and assigns of Mortgagee forever.

Mortgagor covenants with Mortgagee that Mortgagor is lawfully seized in fee of the said property, that it is free of all encumbrances, except as may be provided herein, that Mortgagor has a good right to sell and convey the same to Mortgagee, and that Mortgagor will warrant and defend said property to Mortgagee, and the heirs and assigns of Mortgagee, forever against the lawful claims and demands of all persons.

MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. Mortgagor shall assess said property for taxation and pay when due all taxes, liens, judgments or assessments assessed against said property.

2. Mortgagor shall properly care for said property and the grounds and all improvements thereon, keeping such improvements in as good repair as they now are, ordinary

(Signature)

wear and tear excepted.

3. If Mortgagor defaults in any of the provisions in paragraphs 1 or 2 hereof, then Mortgagee may pay such taxes, liens, judgments or assessments, obtain and pay for such insurance, or advance such attorney's fees, expenses and costs, and Mortgagor agrees to immediately pay Mortgagee all amounts so advanced, and all amounts so advanced shall be secured hereby. And as to such indebtedness, Mortgagor waives all rights of exemption as to real or personal property under the Constitution and Laws of the State of Alabama and agrees to pay a reasonable attorney's fee for the collection thereof, (except that if the debt secured hereby is a consumer credit obligation other than for the purchase of real property, such waiver applies only to property subject to this mortgage).

4. Mortgagee may at any time, without notice, release any of the property described herein, grant extensions or deferments of time or payment of the indebtedness secured hereby, or any part thereof, or release from liability any one or more parties who are or may become liable for the payment of said indebtedness, without affecting the priority of this lien or the personal liability of Mortgagor or any other party liable or who may become liable for the indebtedness secured by this instrument.

5. The failure of Mortgagee to exercise any option or election, or to take any action under any term or covenant herein expressed, shall not be deemed a waiver of the right to exercise such option or election or to take such action at any time.

6. Each covenant and agreement herein contained shall inure to the benefit of and bind the heirs, successors and assigns of Mortgagee and Mortgagor.

7. Mortgagor shall pay the debt secured hereby, and any advances made hereunder, and all other debts which may become owing to Mortgagee, or to the heirs, successors, or assigns of Mortgagee, during the life of this mortgage, all being obligations secured hereby except for future obligations for which no required Right of Rescission has been given.

8. Mortgagor shall pay the lawful charges for drawing, executing, and recording these presents and all lawful costs, charges and expenses, including attorney's fees, incurred by said Mortgagee by reason of any proceedings in Court, or otherwise, necessary to enforce the provisions hereof.

BUT THIS CONVEYANCE IS INTENDED TO OPERATE AS A MORTGAGE AND IS

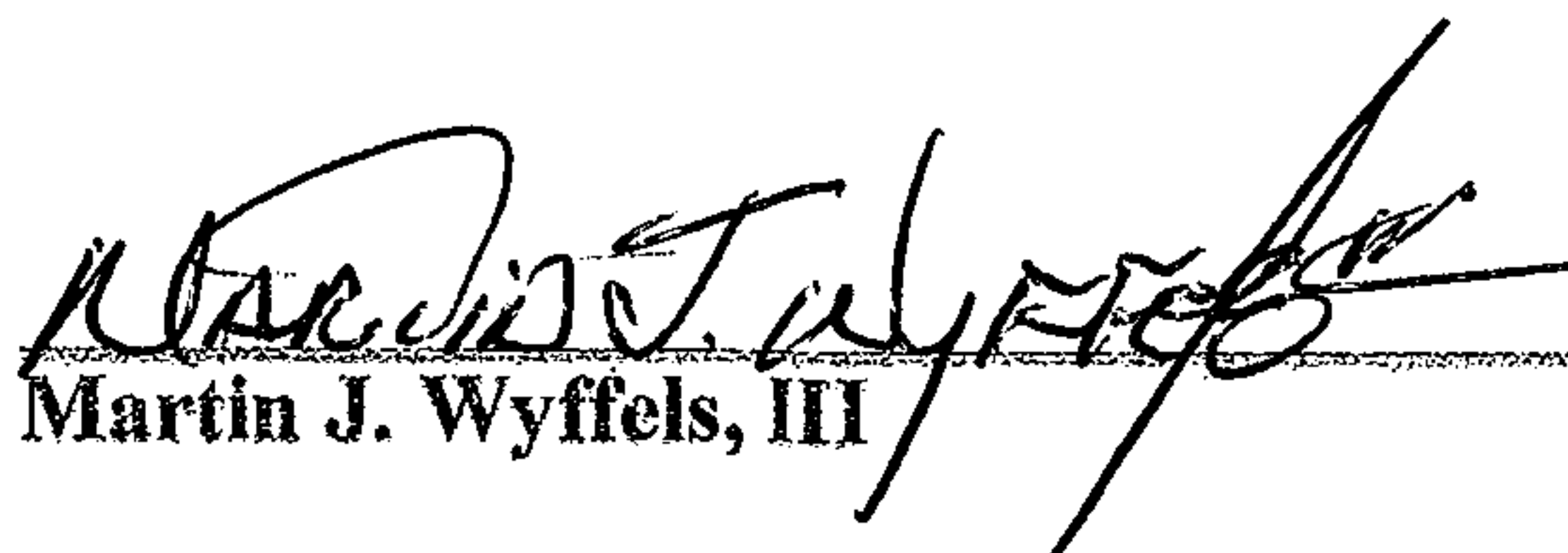
SUBJECT TO THE FOLLOWING CONDITIONS

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If Mortgagor shall pay the indebtedness hereby secured as it becomes due and payable and if all other sums hereby secured are paid as herein provided, and all covenants and agreements herein are kept and performed, then this conveyance shall be null and void.

But if there is default in the payment of any part of the indebtedness or any other sums hereby secured, or if the interest of Mortgagee in the property becomes endangered by reason of the enforcement of any prior lien or encumbrance, or upon substantial damage, waste, misuse, sale or encumbrance of or to the above described property, then the whole of said indebtedness shall immediately become due and payable, and said Mortgagee, or assigns, is hereby authorized and empowered to take possession of said property, and with or without so taking possession, sell the same before the Courthouse door in the City of Columbiana, County of Shelby, Alabama, at public outcry, to the highest bidder for cash, in bulk or in parcels as said Mortgagee may deem fit, after giving written notice of the time, place, and terms of sale, together with a description of the property to be sold, by publication once a week for three successive weeks in a newspaper published in said County; and upon payment of the purchase money, said Mortgagee or the auctioneer or any person conducting said sale is hereby authorized to execute and deliver to the purchaser at said sale a deed to the property so purchased. Said Mortgagee or assigns is hereby authorized to purchase said property at such foreclosure sale. The proceeds of such foreclosure sale shall be applied: first, to the payment of the expenses incurred in making the sale, including reasonable attorney's fees; second, to the payment of the amount that may be due on the debt secured by this mortgage, and of the several amounts that may be expended under the provisions of this mortgage with all interest due respectively thereon to the date of such sale; third, the balance, if any, shall be paid to Mortgagor or any party or parties entitled thereto.

IN WITNESS WHEREOF, I have set my hand and seal, this 28TH day of AUGUST, 2015.

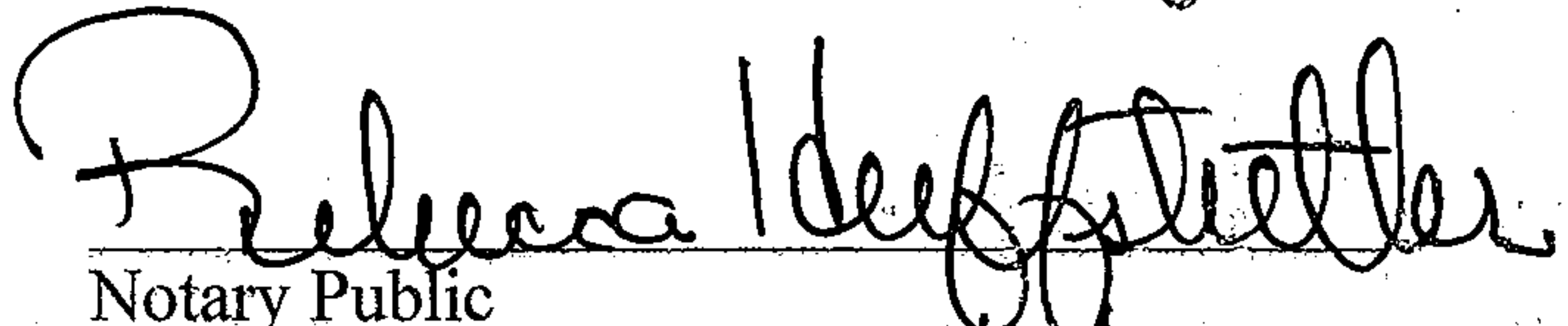
 (SEAL)
Martin J. Wyffels, III

STATE OF ALABAMA
COUNTY OF JEFFERSON

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I, the undersigned authority, a Notary Public in and for said County, in said State, do hereby certify that Martin J. Wyffels whose name is signed to the foregoing mortgage and who is known to me, acknowledged before me on this day, that, being informed of the contents of the mortgage, he executed the same voluntarily on the day the same bears date.

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


Notary Public
My Commission Expires: 11/4/16

This Instrument was Prepared By:

Brian D. Turner, Jr., Esq.
THE LAW OFFICES OF BRIAN TURNER, LLC
1910 28th Avenue South
Homewood, AL 35209
(205) 643-0844

EXHIBIT "A"



PARCEL I:

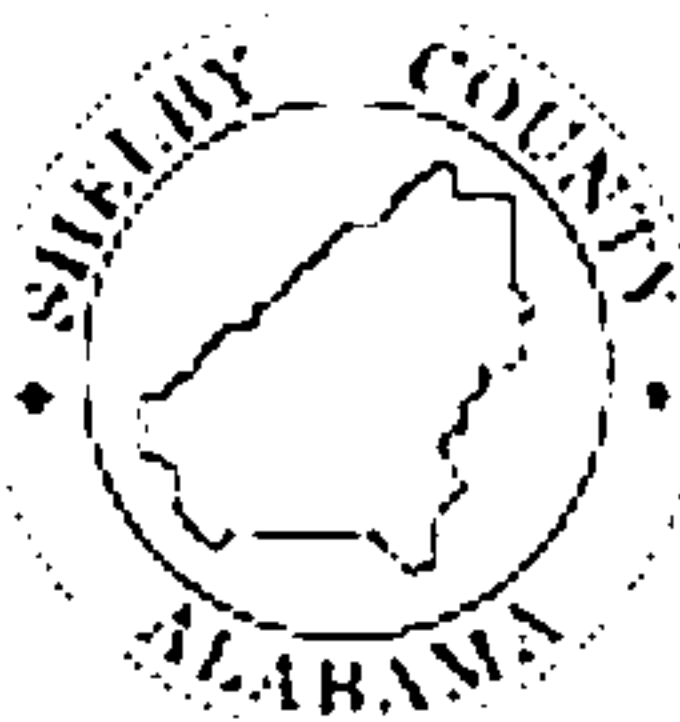
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A parcel of land located in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence in a Northerly direction along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 523.48 feet; thence 123 degrees, 58 minutes right in a Southeasterly direction a distance of 1012.42 feet to the Northwestern right of way line of U.S. Highway 31 South; thence 95 degrees, 42 minutes, 30 seconds left, in a Northeasterly direction along said right of way, a distance of 440.83 feet; thence 90 degrees left, a distance of 640 feet to the point of beginning; thence 90 degrees right, for a distance of 335.68 feet; thence 94 degrees, 55 minutes, 30 seconds left, for a distance of 100.37 feet; thence 85 degrees, 04 minutes, 30 seconds left, for a distance of 327.06 feet; thence 90 degrees left, for a distance of 100 feet to the point of beginning.

PARCEL II:

A parcel of land located in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 20 South, Range 3 West, more particularly described as follows: Commence at the Southwest corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 1, Township 20 South, Range 3 West; thence in a Northerly direction along the Westerly line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, a distance of 523.48 feet; thence 123 degrees, 58 minutes right, in a Southeasterly direction a distance of 107.92 feet; thence 95 degrees, 42 minutes, 30 seconds left, in a Northeasterly direction, a distance of 350.87 feet; thence 90 degrees right, in a Southeasterly direction, a distance of 60.0 feet; thence 90 degrees left, in a Northeasterly direction, a distance of 201.87 feet to the point of beginning; thence continue along last described course a distance of 116.57 feet; thence 85 degrees, 04 minutes, 30 seconds right, in a Southeasterly direction, a distance of 100.37 feet; thence 94 degrees, 55 minutes, 30 seconds right, in a Southwesterly direction a distance of 125.19 feet; thence 90 degrees right, in a Northwesterly direction, a distance of 100.00 feet to the point of beginning.

All being situated in Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
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\$153.50 CHERRY
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