

THIS INSTRUMENT PREPARED BY:
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Birmingham, AL 35223


20160212000046170 1/3 \$144.05
Shelby Cnty Judge of Probate, AL
02/12/2016 01:21:05 PM FILED/CERT

MORTGAGE

State of Alabama }
County of Shelby }

Know all Men by These Presents, that whereas the undersigned, **HRL, LLC, an Alabama limited liability company**, is justly indebted to **Phillips Oldham and wife, Lisa B. Oldham**, as joint tenants with right of survivorship, for the sum of Eighty Two Thousand Seven Hundred and 00/100 Dollars, (\$82,700.00), as evidenced by a promissory note of even date and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due, according to the terms therein.

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, **HRL, LLC, an Alabama limited liability company**, does hereby grant, bargain, sell and convey unto the said **Phillips Oldham and Lisa B. Oldham**, as joint tenants with right of survivorship (hereinafter called "Mortgagee") the following described real property situated in **Shelby County, Alabama**, to-wit:

See Exhibit "A" attached hereto and made a part hereof for legal description.

This instrument is executed as required by the Articles of Organization and Operational agreement of said limited liability company and same have not been modified or amended.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgage for taxes, assessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date for payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburse said Mortgagee for any amounts Mortgagee, may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 case of past due mortgages, and the said Mortgagee 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said sale; First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amount that may have been expended, or that it may be necessary then to expend in paying insurance, taxes or other encumbrances, 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchase thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agent and assigns of said Mortgagee, if a corporation.

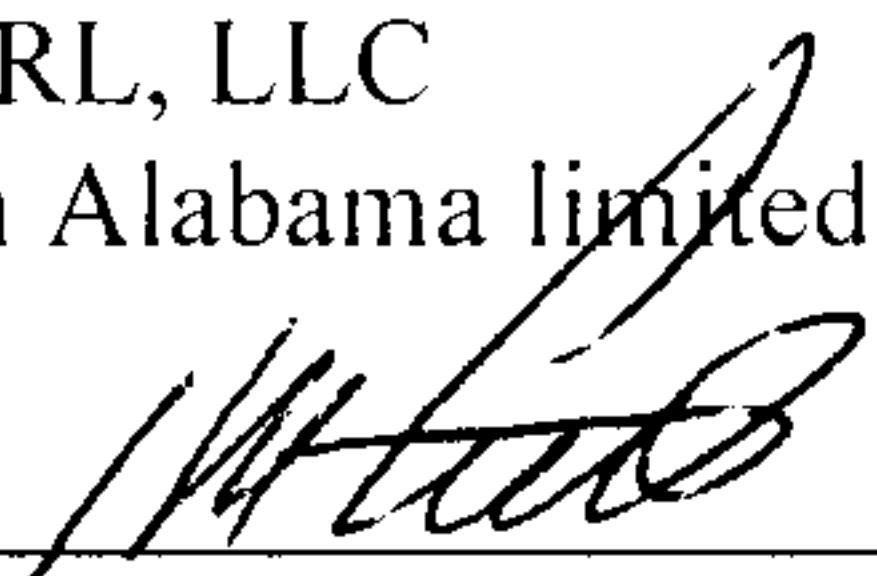
IN WITNESS WHEREOF, H.R. Little as Managing Member of HRL, LLC, an Alabama limited liability company, has hereunto set its hand and seal on this the 4th day of February, 2016.


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MORTGAGOR:

HRL, LLC

an Alabama limited liability company

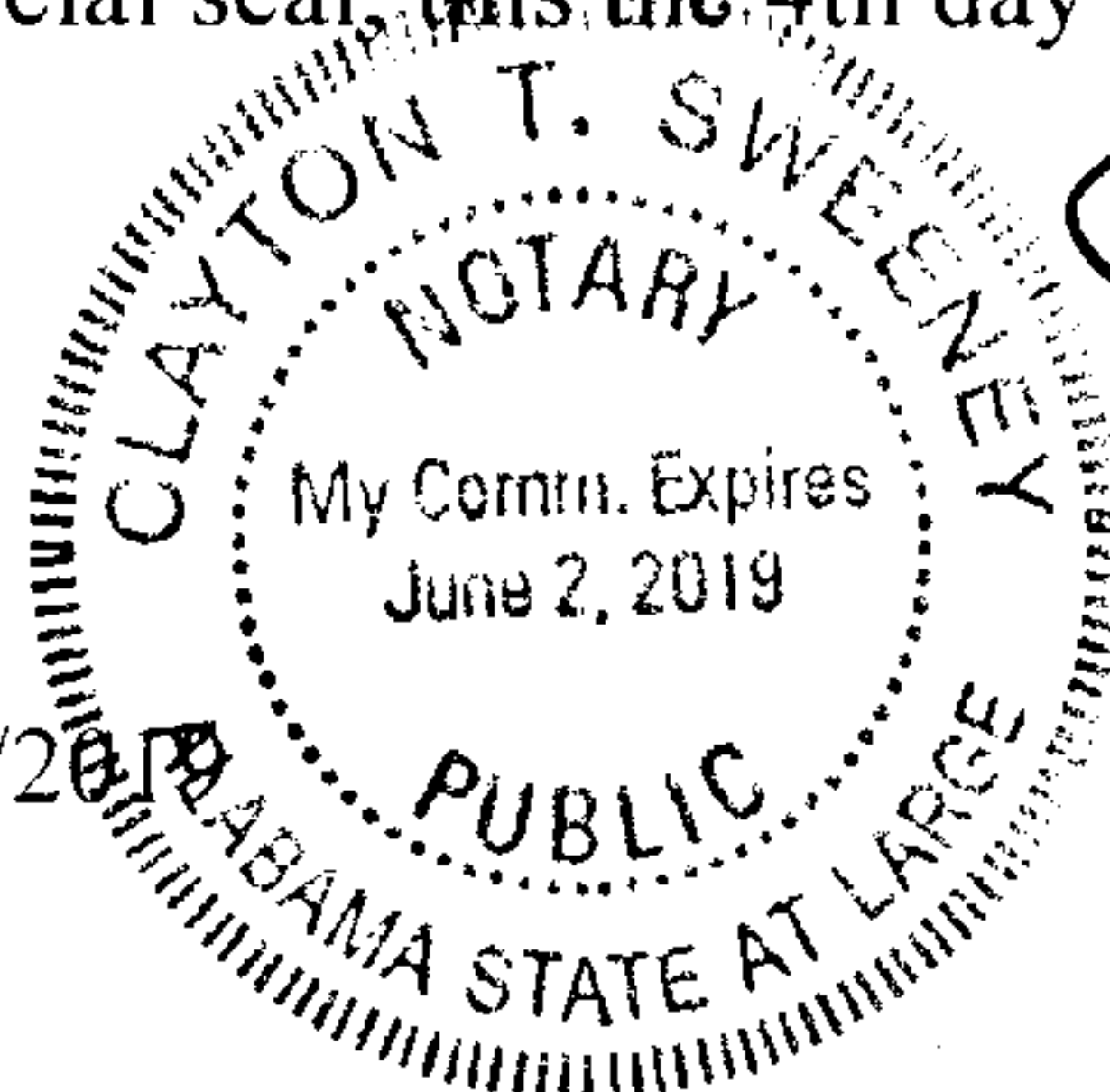
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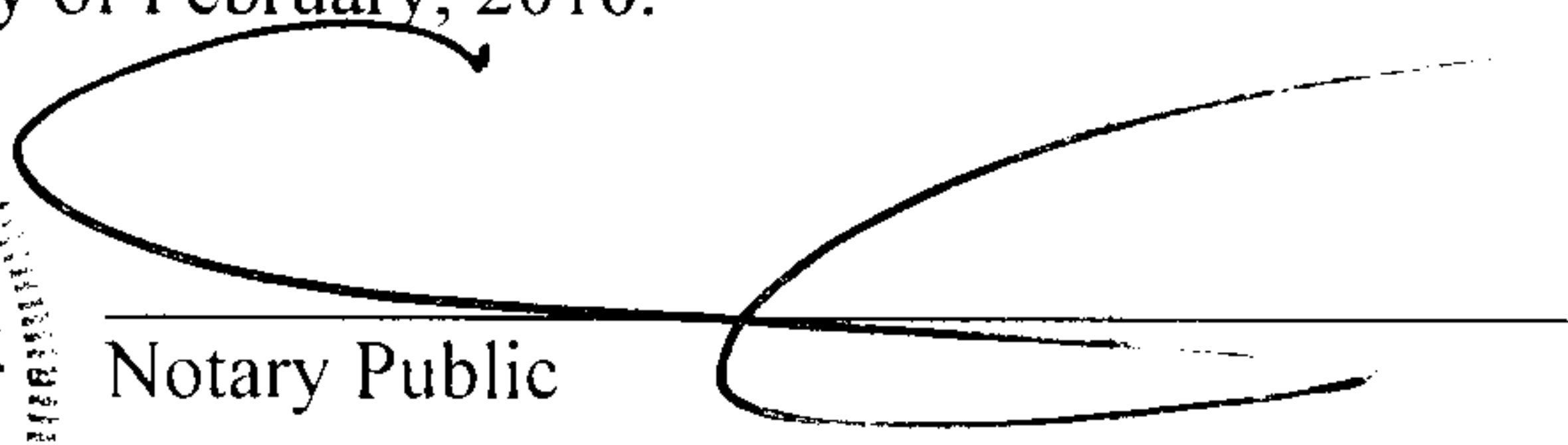
H.R. Little, Managing Member

STATE OF ALABAMA }
COUNTY OF JEFFERSON }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that H.R. Little, whose name as Managing Member of HRL, LLC, an Alabama limited liability company, 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 as such Managing Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this the 4th day of February, 2016.




Notary Public

My Commission expires: 6/2/2019

(AFFIX SEAL)

EXHIBIT "A"

Commence at the NE corner of the NE 1/4 of the SW 1/4 of Section 20, Township 20 South, Range 2 West, Shelby County, Alabama, thence South 00 degrees 39 minutes 00 seconds East a distance of 526.09 feet to the POINT OF BEGINNING; thence continue along the last described course, a distance of 119.42 feet to the Northwestern R.O.W. line of Railroad, 100 ft. R.O.W.; thence South 44 degrees 37 minutes 37 seconds West and along said Railroad R.O.W. line, a distance of 1810.18 feet; thence North 00 degrees 50 minutes 33 seconds West and leaving said Railroad R.O.W. line, a distance of 682.35 feet to the Southeasterly R.O.W. line of Shelby County Highway 332. Prescriptive R.O.W., (all further calls will be along said R.O.W. line), said point also being the beginning of a non-tangent curve to the left, having a radius of 255.00, a central angle of 21 degrees 25 minutes 49 seconds and subtended by a chord which bears North 37 degrees 39 minutes 41 seconds East and a chord distance of 94.82 feet; thence along the arc of said curve, a distance of 95.38 feet; thence North 26 minutes 56 degrees 47 seconds East, a distance of 257.83 feet to a curve to the right having a radius of 215.00, a central angle of 40 degrees 29 minutes 56 seconds and subtended by a chord which bears North 47 degrees 11 minutes 45 seconds East and a chord distance of 148.83 feet; thence along the arc of said curve, a distance of 151.97 feet; thence North 67 degrees 26 minutes 43 seconds East a distance of 158.52 feet to a curve to the right, having a radius of 1165.00, a central angle of 05 degrees 46 minutes 30 seconds and subtended by a chord which bears North 70 degrees 19 minutes 58 seconds East, and a chord distance of 117.38 feet; thence along the arc of said curve, a distance of 117.42 feet; thence North 73 degrees 13 minutes 14 seconds East, a distance of 38.76 feet to a curve to the left, having a radius of 430.00, a central angle of 19 degrees 09 minutes 42 seconds and subtended by a chord which bears North 63 degrees 38 minutes 23 seconds East and a chord distance of 143.14 feet; thence along the arc of said curve, a distance of 143.81 feet; thence North 54 degrees 03 minutes 31 seconds East a distance of 150.78 feet to a curve to the right, having a radius of 270.00, a central angle of 04 degrees 51 minutes 25 seconds and subtended by a chord which bears North 56 degrees 29 minutes 14 seconds East and a chord distance of 22.88 feet; thence along the arc of said curve, a distance of 22.89 feet; thence North 58 degrees 54 minutes 56 seconds East, a distance of 24.58 feet to a curve to the left, having a radius of 230.00, a central angle of 19 degrees 13 minutes 10 seconds and subtended by a chord which bears North 49 degrees 18 minutes 21 seconds East a chord distance of 76.79 feet; thence along the arc of said curve, a distance of 77.15 feet; thence North 39 degrees 41 minutes 46 seconds East, a distance of 116.78 feet to a curve to the left, having a radius of 330.00, a central angle of 14 degrees 48 minutes 25 seconds and subtended by a chord which bears North 32 degrees 17 minutes 34 seconds East and a chord distance of 85.04 feet; thence along the arc of said curve, a distance of 85.28 feet; thence South 52 degrees 11 minutes 12 seconds East and leaving said R.O.W. line a distance of 295.69 feet to the POINT OF BEGINNING.

Being situated in the East 1/2 of the SW 1/4 of Section 20, Township 20 South, Range 2 West, Shelby County, Alabama.



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