


THIS INSTRUMENT PREPARED BY:  
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2700 Highway 280 East, Suite 160  
Birmingham, AL 35223

  
20160216000047940 1/3 \$117.50  
Shelby Cnty Judge of Probate, AL  
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## MORTGAGE

State of Alabama       }  
County of Shelby       }

**Know all Men by These Presents**, that whereas the undersigned, **Joseph Lee Isbell, a married man**, is justly indebted to **Ted Crockett and Jamie G. Crockett, as Trustees under the Crockett Living Trust, dated May 23, 2011**, for the sum of Sixty Five Thousand and 00/100 Dollars, (\$65,000.00), 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, **Joseph Lee Isbell, a married man**, does hereby grant, bargain, sell and convey unto the said **Ted Crockett and Jamie G. Crockett, as Trustees under the Crockett Living Trust, dated May 23, 2011** (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 is a purchase money mortgage. All of the proceeds of this mortgage have been applied to the purchase price of the property conveyed herein. The property conveyed herein does constitute the homestead of the grantor but not that of his spouse.**

**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



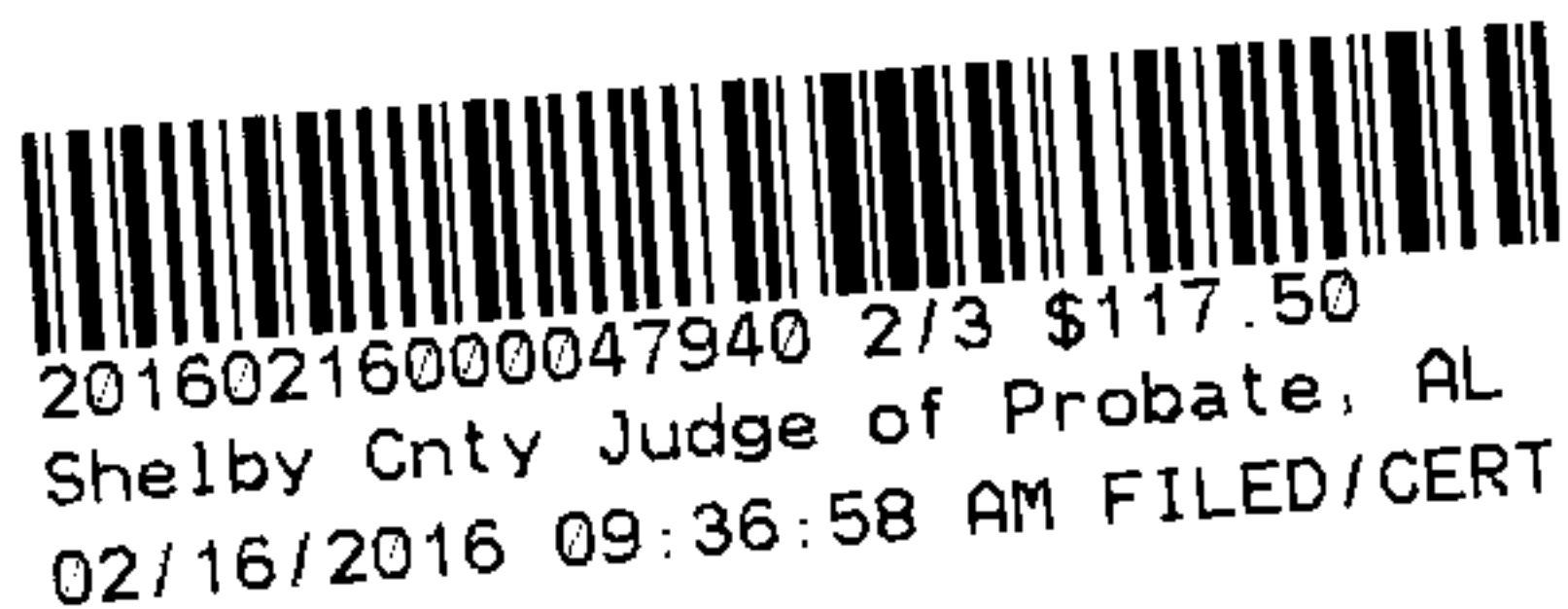
events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee shall be authorized to take possession of the premises hereby conveyed and with or without 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.

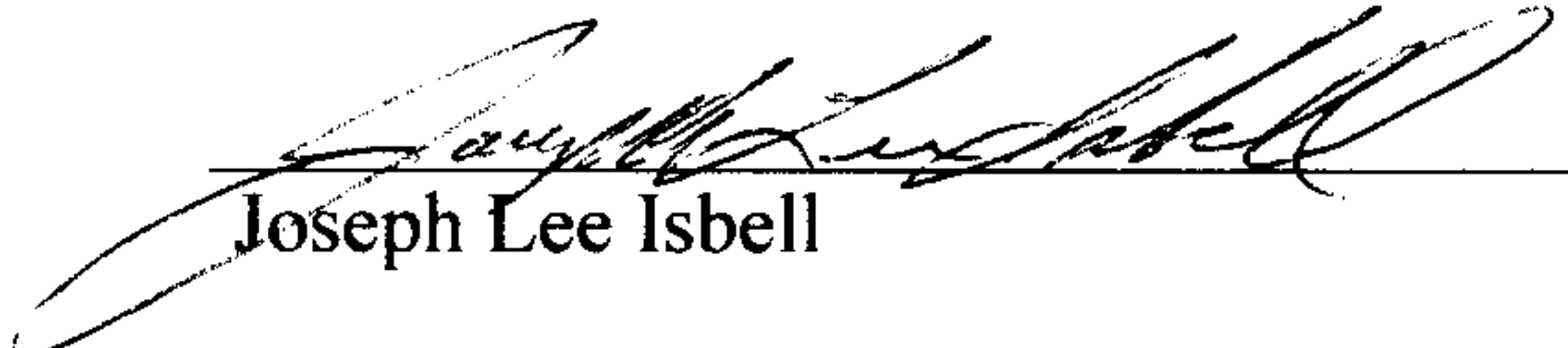
It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

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, **Joseph Lee Isbell**, has hereunto set its hand and seal on this the 11th day of February, 2016.

MORTGAGOR:



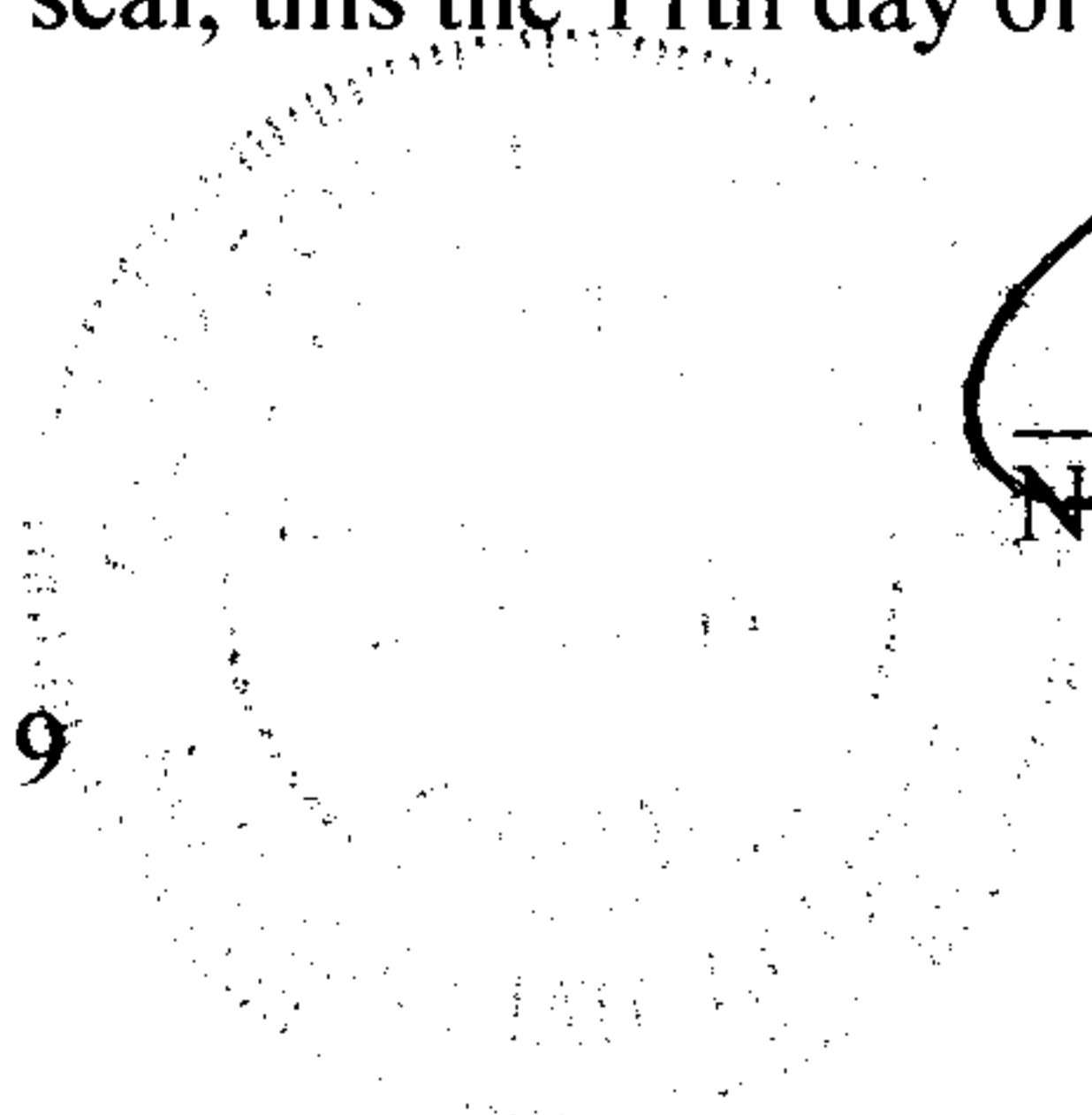
  
Joseph Lee Isbell

STATE OF ALABAMA       }  
COUNTY OF JEFFERSON   }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Joseph Lee Isbell, a married man, 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 the 11th day of February, 2016.

My Commission expires: 6/2/2019



  
Notary Public


( AFFIX SEAL )

**EXHIBIT A**  
**LEGAL DESCRIPTION**

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT:

COMMENCING AT AN IRON PIPE AT THE NORTHWEST CORNER OF THE NW 1/4 OF NE 1/4 OF SECTION 14, TOWNSHIP 18 SOUTH, RANGE 1 EAST AND RUN THENCE MAGNETIC SOUTH 4 DEGREES, 16 MINUTES AND EAST ALONG OLD FENCE LINE A DISTANCE OF 1313.4 FEET TO THE SOUTHWEST CORNER OF THE SAID NW 1/4 OF NE 1/4 OF SAID SECTION 14; RUN THENCE 90 DEGREES LEFT ALONG THE SOUTH LINE OF SAID FORTY ACRES 660 FEET; THENCE RUN NORTH 87 DEGREES, 27 MINUTES TO THE LEFT AND ALONG THE EAST LINE OF JAMES L. BAKER PROPERTY TO THE INTERSECTION THEREOF WITH THE SOUTH RIGHT OF WAY LINE OF THE PAVED STERRETT-VANDIVER ROAD (ALABAMA HIGHWAY NO. 25) WHICH IS THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE RUN EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SAID PAVED ROAD, A DISTANCE OF 200 FEET; THENCE RUN NORTH, PARALLEL WITH THE WEST LINE OF SAID 1/4-1/4 SECTION, A DISTANCE OF 150 FEET; THENCE RUN NORTHWESTERLY A DISTANCE OF 200 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF SAID JAMES L. BAKER PROPERTY WHICH IS 200 FEET NORTH OF THE POINT OF BEGINNING; THENCE RUN SOUTH ALONG THE EAST LINE OF SAID JAMES L. BAKER PROPERTY A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING.



  
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