


This instrument was prepared by:

LILLY PHILLIPS
111 SILVERLEAF DRIVE
PELHAM, AL 35124

MORTGAGE DEED

STATE OF ALABAMA
SHELBY COUNTY


20160225000058660 1/2 \$143.45
Shelby Cnty Judge of Probate, AL
02/25/2016 03:40:31 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

SHERRY TATE PUGH, A MARRIED WOMAN & HENRY SAMUEL TATE, II, A MARRIED MAN

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

LILLY PHILLIPS

(hereinafter called "Mortgagee", whether one or more), in the sum of EIGHTY FOUR THOUSAND TWO FIFTY AND NO/DOLLARS (\$84,250.00), evidenced by **A PROMISSORY NOTE**

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,

SHERRY TATE PUGH, A MARRIED WOMAN AND HENRY SAMUEL TATE, II, A MARRIED MAN

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"

This property does not constitute the homestead of the grantors nor the homestead of the grantors spouse.

Subject to easements and restrictions of record.


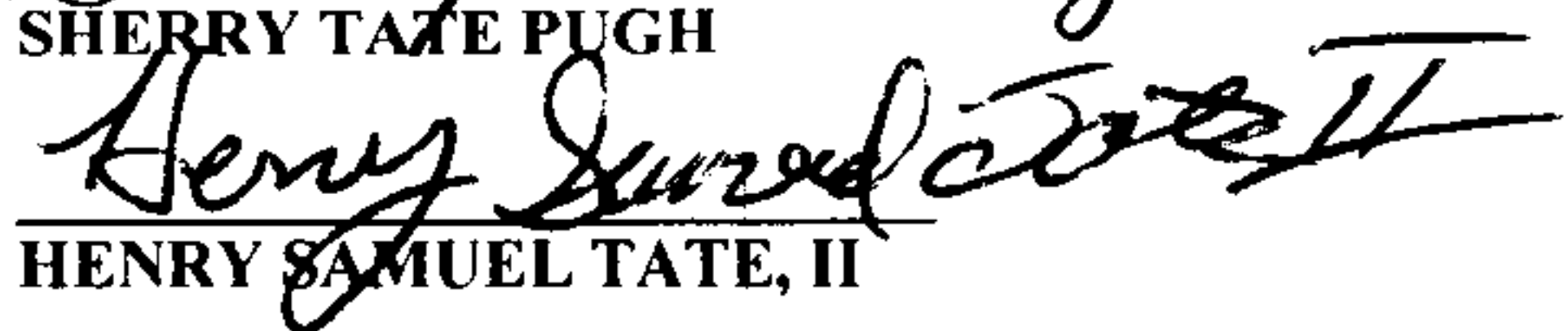
Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

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 or 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 insurance 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 fails to keep said property insured as above specified, or fails to deliver said insurance policies to said Mortgagee, then said 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 so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt, hereby specially secured, and shall be covered by this Mortgage, and bear interest from the 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 Mortgagees or assigns, 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 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 by law in case 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 conveying, 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 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 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 therefore; and undersigned further agrees 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 **SHERRY TATE PUGH, A MARRIED WOMAN AND HENRY SAMUEL TATE, II, A MARRIED MAN**

Have hereunto set their signature and seal this 26th day of JANUARY, 2016.


SHERRY TATE PUGH

HENRY SAMUEL TATE, II

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **SHERRY TATE PUGH, A MARRIED WOMAN AND HENRY SAMUEL TATE, II**, 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 26th day of JANUARY, 2016.

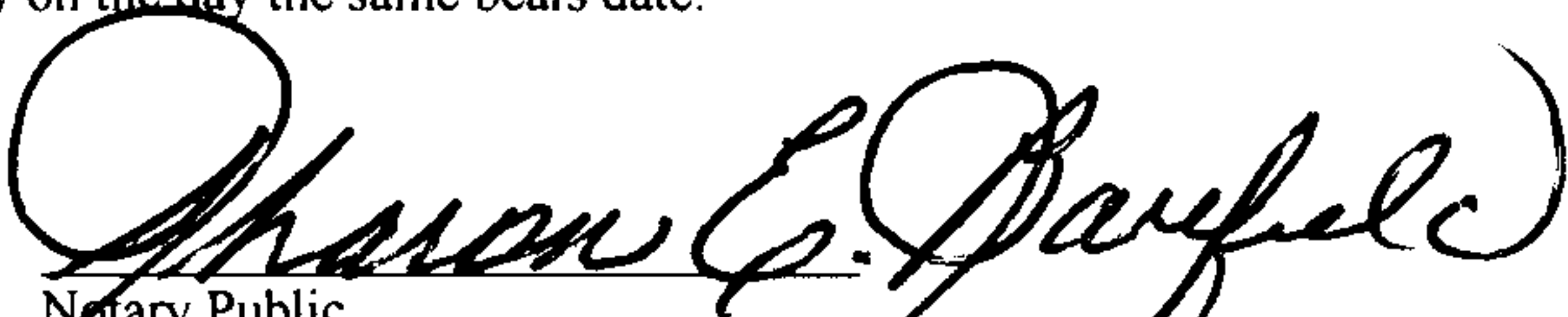

Notary Public
Comm. Expires: 02-15-17


EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL C:

A parcel of land in the SE 1/4 of the SW 1/4 of Section 13, Township 22 South, Range 1 East, being a part of the same land described in deeds to Frank Defoor, recorded in Instrument #1996-18650, #1997-27549, and #1998-20745, of the Real Property Records of Shelby County, Alabama, said parcel of land being more particularly described as follows: Commencing at the Southwest corner of said Section 13; thence East along the South line of said Section 13, a distance of 2434.70 feet to an Alabama Power Company concrete monument found; thence East along the South line of said Section 13, a distance of 97.58 feet to a 1/2-inch rebar, set with a cap stamped "S. Wheeler RLPS #16165"; thence North 20 degrees 22 minutes 26 seconds East a distance of 93.10 feet to a 1/2-inch rebar, set with a cap stamped "S. Wheeler RLPS #16165" at the point of beginning; thence South 74 degrees 10 minutes 06 seconds East a distance of 63.73 feet, to a point on the 397 foot contour of Lay Lake; thence along said contour the following courses and distances: North 02 degrees 44 minutes 55 seconds West a distance of 24.67 feet; North 06 degrees 49 minutes 54 seconds East a distance of 55.50 feet; North 20 degrees 30 minutes 23 seconds West a distance of 32.66 feet; North 45 degrees 30 minutes 10 seconds West a distance of 26.01 feet; South 66 degrees 10 minutes 37 seconds West a distance of 14.53 feet; South 47 degrees 44 minutes 51 seconds West a distance of 32.16 feet; South 55 degrees 32 minutes 17 seconds West a distance of 68.25 feet; South 29 degrees 53 minutes 35 seconds West a distance of 29.33 feet; thence South 74 degrees 10 minutes 06 seconds East a distance of 73.94 feet to the point of beginning.

Together with the following non-exclusive access easement:

Commencing at the Southwest corner of said Section 13; thence East along the South line of said Section 13, a distance of 2434.70 feet to an Alabama Power Company concrete monument found; thence East along the South line of said Section 13, a distance of 74.74 feet to the point of beginning; thence East along the South line of said Section 13, a distance of 15.72 feet to a point; thence North 40 degrees 13 minutes 17 seconds East a distance of 37.55 feet to a point; thence North 20 degrees 22 minutes 26 seconds East, a distance of 60.93 feet to a point; thence North 74 degrees 10 minutes 06 seconds West a distance of 12.04 feet to a point; thence South 20 degrees 22 minutes 26 seconds West a distance of 57.87 feet to a point; thence South 40 degrees 13 minutes 17 seconds West a distance of 45.40 feet to the point of beginning.


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