

PREPARED BY:
A. LEE TUCKER
PO BOX 126
SUMITON, AL 35148

Purchase Money

**STATE OF ALABAMA)
COUNTY OF WALKER)**

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned
JAMES R. ALLEN JR., (hereinafter referred to as MORTGAGOR) is justly
indebted to:

JEROME P. DAVIS, A SINGLE MAN

(Hereinafter referred to as MORTGAGEE) in the sum of **TEN THOUSAND
AND NO/100'S (\$10,000. 00)** being one promissory note in the amount of **\$0.00**
of even date herewith bearing interest at the rate of **0%** per annum and payable in
FIFTY FOUR (54) monthly installments of \$220.00 per month beginning
MAY 6, 2016 and each month thereafter until the entire indebtedness
evidenced hereby shall have been fully paid.

And Whereas, Mortgagor agreed, in incurring said indebtedness that this mortgage
should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the said indebtedness, the said
Mortgagor,

JAMES R. ALLEN JR.


And all other executing this mortgage, do hereby grant, bargain, sell and convey
unto the said Mortgagees, the following described real property situated in

SHELBY County, Alabama to wit:

**COMMENCE AT THE POINT WHERE THE EAST BOUNDARY OF THE RIGHT
OF WAY SHELBY COUNTY PAVED ROAD NO. 62 INTERSECTS THE NORTH
BOUNDARY OF SE QUARTER OF SW QUARTER SECTION 20, TOWNSHIP 19,
RANGE 2 EAST, AND RUN THENCE SOUTHERLY ALONG EAST BOUNDARY OF
SAID RIGHT OF WAY 210 FT.; THENCE EASTERLY AND PARALLEL WITH THE
NORTH BOUNDARY OF SAID QUARTER-QUARTER SECTION 210 FEET
THENCE NORTHERLY AND PARALLEL WITH THE EAST BOUNDARY OF SAID
RIGHT OF WAY 210 FT., MORE OR LESS TO NORTH BOUNDARY OF SAID
QUARTER-QUARTER SECTION; THENCE WESTERLY ALONG NORTH
BOUNDARY OF SAID QUARTER-QUARTER SECTION 210 FT, MORE OR LESS,
TO THE POINT OF BEGINNING.**

**DESCRIPTION TAKEN FROM THAT CERTAIN DEED RECORDED IN THE
OFFICE OF PROBATE OF SHELBY COUNTY BOOK 328 PAGE 977.**

TO HAVE AND TO HOLD the above granted premises unto the said
Mortgagees, their 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 legally imposed upon said premises, and should be
made in the payment of same, said Mortgagor have 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 of the reasonable insurable value thereof, in companies satisfactory to
the Mortgagees, with loss, if any, payable to said Mortgagees, as the interest of said
Mortgage may appear, and promptly to deliver said policies, or any renewals of any
policies to said Mortgagees; and if the undersigned fails to keep said property
insured as above specified, or fails to deliver said insurance policies to said


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Mortgagees then said Mortgagees has the option of insuring said property for said sum for the benefit of said Mortgage, the policy, if collected, to be credited on said indebtedness, less costs of collection same; all amount so expended by said Mortgagees for taxes, as Mortgagees, additional to the debt hereby specifically secured and shall be covered by this Mortgage, and bear interest from the date of payment of said Mortgage and be at once due and payable.

Upon condition however, that if the said Mortgagor pay said indebtedness and reimburses said Mortgagees for any amount Mortgagees 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 Mortgagees or should said indebtedness hereby secured, or any part there or the interest thereon remain unpaid at maturity, or should the interest of said Mortgagees in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby then in any on of said events, the whole of said indebtedness hereby secured then in any on 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 Mortgagees shall be authorized to take possession of the premises hereby conveyed and with or without first taking possession, after giving 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 Mortgagees 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 amounts that may have been expended, or that it any 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 the 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 the Mortgagor may bid at the said sale and purchase said property, the highest bidder therefore, 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 purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and the undersigned further agrees to pay a reasonable attorney's fee to said Mortgagees for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, and said fee to be a part of the debt hereby secured.


Payments shall be due on the 6th of each month until said note is paid in full. Payment shall be deemed late 10 days after the due date and a late charge of 10 % of the payment due will be assessed.

In the event Mortgagor does not maintain insurance on the property Mortgagees shall at their option put insurance in place at the amount of the mortgage balance. The amount of said insurance shall be added to the mortgage with interest at the contract rate.

Mortgagor accepts property as is and holds Mortgagees harmless from any known or unknown defects in property including but not limited to asbestos, lead paint, pipes, wiring, heating and cooling systems.

THIS IS A FIRST MORTGAGE NON ASSUMPTION AND TRANSFER CLAUSE.

If all or any part of the property or an interest therein sold or transferred by borrowers without lenders prior written consent ledger may, at lenders option declare all the sums secured by the mortgage to be immediately due and payable and subject to any remedies as outlined herein.


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IN WITNESS WHEREOF, I have hereunto set my hand and seal on the 10
day of April, 2016

James R. Allen Jr.
JAMES R. ALLEN JR.

STATE OF ALABAMA)
COUNTY OF Shelby

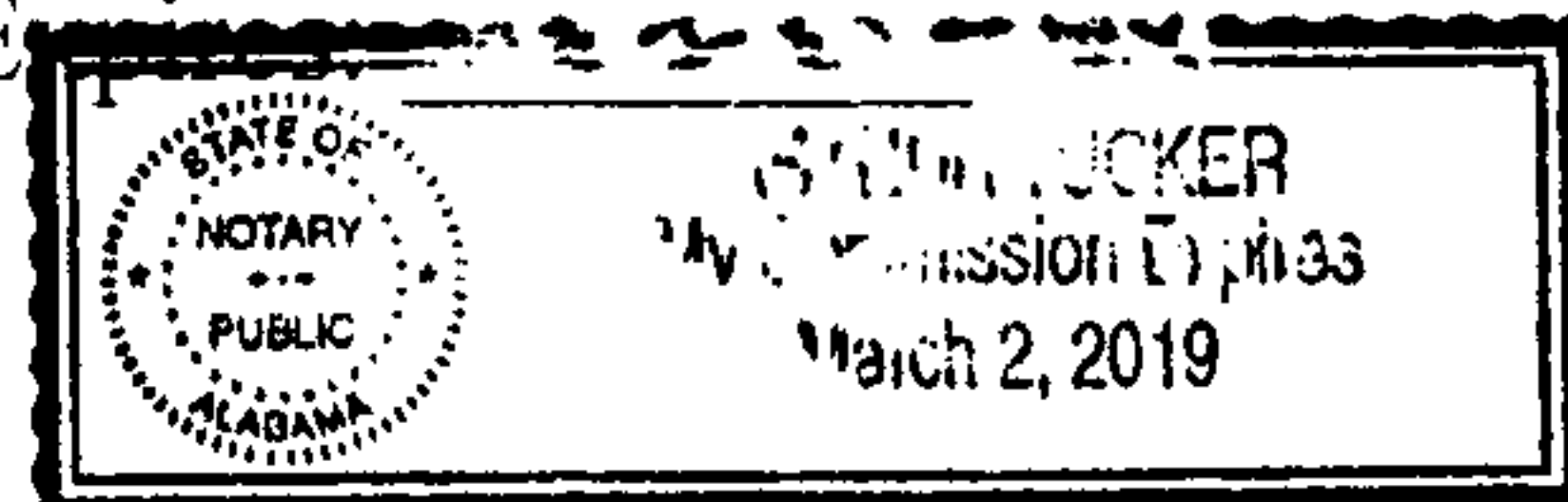
We, the undersigned, a Notary Public in and for said County, in said State,
hereby certify that JAMES R. ALLEN JR. whose names are signed to the foregoing
conveyance, and who are known to me, acknowledged before me on this day, that,
being informed of the contents of the conveyance they executed the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

Given under my hand and official seal this 10 day of April, 2016.

Arthur R. Tucker

Notary

My Commission Expires



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