

20160804000276950 1/5 \$28.00  
Shelby Cnty Judge of Probate, AL  
08/04/2016 12:16:10 PM FILED/CERT

This Instrument was prepared by:  
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Page 1 of 2  
InstrumentID: 274960  
MORTGAGE Book: 2416 Page: 407 SubPage:  
08/11/2016 1:47:12 PM  
Hale County, AL  
Arthur Crawford  
Judge of Probate  
Recording Fee: \$23.00  
Taxes: \$750.00  
Total: \$773.00

SOURCE OF TITLE: Instrument #20140102000000070

**THE STATE OF ALABAMA  
HALE and SHELBY COUNTY**

THIS INDENTURE, made and entered into this the 1 day of August, 2016, by and between **John Wayne Irby**, a married man, hereinafter called the first party, and **MARION BANK AND TRUST COMPANY**, a corporation, Selma, Alabama, hereinafter called the second party.

WITNESSETH: That, whereas, **John Wayne Irby, also known as John W. Irby or John Irby**, a married man, of the first party, IS justly and lawfully indebted to the second party in the amount of Five Hundred Thousand & 00/100 (\$500,000.00) dollars being money this day loaned by second party to party and/or parties, of the first part, which said indebtedness is evidenced by the promissory waive notes and guaranty agreements signed by party and/or parties, of the first part, of even date herewith, and payable to the order of second party at its principal place of business in Selma, Alabama, payable as follows:

Note dated August 1, 2016, in the original amount of \$500,000.00 as provided therein, which matures on August 1, 2017.

And whereas the first party is desirous of securing the prompt and faithful payment of said note (s) and guaranty agreements when due, as well as securing the prompt and faithful payment of any and all renewals and extensions of said notes and to secure any and all future advances that the second party may advance to the first party, before the payment in full of said mortgage indebtedness, and of securing the prompt and faithful performance of all and singular the covenants and agreements herein contained, by the first part to be kept and performed:

**NOW THEREFORE**, In consideration of the premises and of the sum of One Dollar, cash in hand paid to first party by the second party, the receipt whereof is hereby acknowledged, first party does by this indenture grant, bargain, sell and convey unto second party the following property, situated, lying and being in Shelby County and Hale County, Alabama, bounded and more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.**

**THIS IS NOT HOMESTEAD PROPERTY OF MORTGAGOR OR HIS SPOUSE**

**TO HAVE AND TO HOLD** the above described property, together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, unto second party, and to the heirs, assigns and successors of second party, in fee simple forever.

And the said first party represents to and covenants with second party that first party is seized of a indefeasible estate in fee simple, in and to the above described property, and has a good right to sell or mortgage the same; that the said property is free of any and all liens, taxes and encumbrances whatsoever; and that the first party will warrant and forever defend second party, and the heirs, assigns and successors of second party, In the quiet and peaceable possession of the same against the lawful claims or demands of any persons, whomsoever.

**THIS CONVEYANCE IS MADE UPON THE FOLLOWING TERMS, STIPULATIONS AND CONDITIONS, NAMELY:**

1. The first party agrees to pay all taxes and improvements assessments against the above described property within thirty days after the same become due, and an attorney's fee for examining the title to the above described property and for the preparation of this mortgage.





2. If an attorney is employed to foreclose this mortgage, or to enforce any of the provisions of this mortgage, either before or after court proceedings are commenced involving this property, or to collect this debt or any part thereof; for the purpose of defending the title to the above described property, or to obtain possession of the same after foreclosure; then, in either or all of such events, first party agrees to pay such reasonable attorney's fees, as may be incurred by second party, or the assigns of successors of second party, for such services, and the amount of such attorney's fees shall become a part of this mortgage debt and may be secured hereby and these provisions shall apply to any proceedings in any state, bankruptcy or other court, as well as under the power of sale hereinafter set forth.

3. It is expressly understood and agreed between the parties hereto, the second party, or the heirs, assigns or successors of second party may bid at any sale held under the provisions of this mortgage, through court proceedings or otherwise, as fully and legally as if strangers to this instrument, and in the event of such purchase, the auctioneer crying the sale is hereby duly authorized and empowered to a deed to such purchaser conveying the legal and equitable title to said property, such deed to be made as agent or attorney in fact for first party.

4. The first party agrees to keep the building on the above described property insured in some reasonable insurance company, for the amount of the principal debt hereby secured, or in such amount, if less, as the said buildings will bear with loss, if any, payable to second party, as the interest of second party, or assigns, may appear, under the New York Standard or Union loss clause, the Insurance when collected to be credited on the debt hereby secured or to be used in rebuilding the buildings destroyed, at the option of the second party; all policies to be delivered to the second party.

5. It is expressly understood and agreed between the parties hereto, that if first party shall fail to pay the taxes or improvement assessments as above provided, or fail to take out the Insurance as above stipulated, then in either event it is optional with second party to pay such taxes and take out such Insurance, and the amounts so expended by second party shall become a part of this mortgage debt And bear interest at the legal rate until paid.

6. This mortgage, in addition to the above described note(s), shall also secure the payment of any and all renewals and/or extensions of said note(s) and of any future advances hereafter made by second party to first party or other debts which may be due, owing or payable by first party, or either of them, to second party before the cancellation or foreclosure of this mortgage.

7. The first party agrees to properly care for said property and all improvements thereon and not commit waste, cut remove, or damage timber or improvements or allow waste to be committed or timber or improvements to be cut, removed, or damage. In the event this covenant is breached, first party agrees to pay all cost and expenses, including reasonable attorney's fees, incurred by second party in investigating such violation and in protecting this security.

8. It is agreed and understood that in the event the said first party should sell said property during the life of this mortgage, without first obtaining the written consent of the second party, the entire indebtedness then secured by this mortgage shall become immediately due and payable and in default, and the said second party is thereupon authorized and empowered to foreclose this mortgage under the powers contained herein and in the manner herein provided for.

9. Unless otherwise stipulated herein, the use of the singular shall include the plural and the use of the plural shall include the singular when referring to any of the parties set out in the mortgage.

10. If Homestead Property, the borrower(s) hereby waives all rights of Homestead Exemption in the Property

If first party shall well and truly keep and perform all of the covenants, stipulations and agreements herein contained by first party to be kept and performed, and shall pay the above described notes, and any and all renewals and/or extensions of said notes and all future advances and other debts owing the first party to second party when they respectively mature, then this conveyance shall be null and void; but if first party shall fail to keep and perform any one of such covenants, stipulations and conditions or fail to pay any one of the above described notes, or of any renewal and/or extensions of said notes or any part thereof or any future advances or other debt due and payable by first party to second party, when the same respectively mature, then in either one or all such events, second party has the right to declare the entire mortgage debt due and payable at once, and this mortgage shall be subject to foreclosure; and second party, or the assigns, agents or attorneys of second party are authorized and empowered to take possession of the above described property, and either with or without possession, to sell the above described property at public auction to the highest bidder for cash, within the legal hours or sale, after first giving



notice of the time, place, and terms of sale, such sale to be held in front of the courthouse door, **HALE and SHELBY COUNTY, ALABAMA**; Which notice shall be given by weekly insertion, once a week for three consecutive weeks before the day of sale, in any newspaper published in the county last named, and the proceeds of such sale shall be applied as follows:

- a. To the expenses of advertising, conveying and conducting said sale, including a reasonable attorney's fee:
- b. To the payment of any amounts that may have been expended, or that may then be necessary to expend, in paying insurance, taxes, or other encumbrances, with interest to the day of sale;
- c. To the payment of all sums secured by this Security Instrument, with interest thereon to the day of sale:
- d. The surplus, if any, to the person or persons legally entitled to it.

It is expressly understood and agreed between the parties hereto that any irregularity in giving notice, or in conducting the sale as above provided, shall not affect the title of the purchaser at such sale, but any such irregularity is hereby expressly waived by the first party.

**IN WITNESS WHEREOF**, the first part signs and seals this instrument on the day and in the year first herein above written.

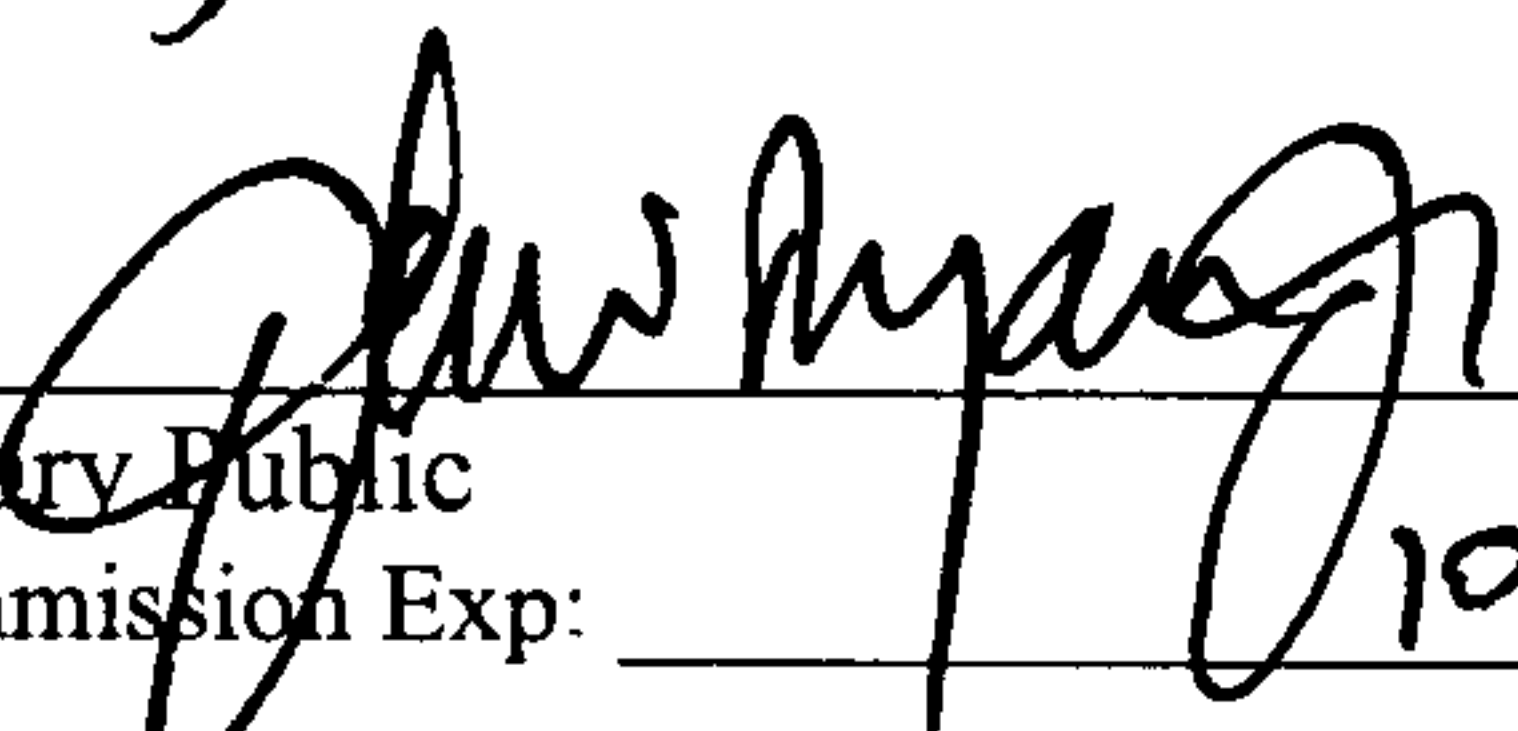
  
\_\_\_\_\_  
John Wayne Irby


THE STATE OF ALABAMA  
**HALE COUNTY**

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that **John Wayne Irby**, 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 seal this the 1 day of August, 2016.

(SEAL)

  
\_\_\_\_\_  
Notary Public  
Commission Exp: 10/28/2017

  
20160804000276950 3/5 \$28.00  
Shelby Cnty Judge of Probate, AL  
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## EXHIBIT "A"

20160804000276950 4/5 \$28.00  
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### SHELBY COUNTY

A parcel of land situated in the Southeast Quarter of Section 15, Township 19 South, Range 2 East, Shelby County, Alabama, being more particularly described as follows:

From a corner accepted as the Southwest corner of the Northeast Quarter of the Southeast Quarter of Section 15, Township 19 South, Range 2 East, Shelby County, Alabama, said point being the point of beginning; thence proceed in a Northeasterly direction along the East right of way line of U.S. Highway No. 231 for a distance of 154.24 feet; thence run South 69 degrees 45 minutes 42 seconds East 204.88 feet; thence run South 01 degrees 05 minutes 58 seconds East for 69.12 feet; thence South 88 degrees 54 minutes 02 seconds West for 246.96 feet to the point of beginning.

Also: Commencing at the Southwest corner of the Northeast Quarter of the Southeast Quarter of Section 15, Township 19 South, Range 2 East, Shelby County, Alabama; thence North 20 degrees 14 minutes 18 seconds East along the East right of way line of U.S. Highway No. 231 a distance of 154.24 feet to the point of beginning; thence continue along said right of way North 20 degrees 14 minutes 18 seconds East a distance of 138.70 feet; thence North 84 degrees 05 minutes 14 seconds East a distance of 386.69 feet; thence South 08 degrees 33 minutes 14 seconds East a distance of 20.06 feet; thence South 08 degrees 31 minutes 44 seconds East a distance of 98.83 feet; thence North 84 degrees 19 minutes 55 seconds West a distance of 100.00 feet; thence South 08 degrees 08 minutes 43 seconds East a distance of 200.72 feet; thence South 88 degrees 54 minutes 07 seconds West a distance of 185.66 feet; thence North 01 degrees 05 minutes 58 seconds West a distance of 69.12 feet; thence North 69 degrees 45 minutes 42 seconds West a distance of 204.88 feet to the point of beginning.

### HALE COUNTY

#### PARCEL ONE:

A parcel of property located in the Southwest Quarter of Northeast Quarter and the Northwest Quarter of the Southeast Quarter all in Section 17, Township 19 North, Range 4 East in Hale County, Alabama and being more particularly described as follows:

As a STARTING POINT, begin at the Southeast corner of said Section 17, said point being a bolt found in Hale County Road No 16; thence run N 86°53'01" W for a distance of 2,595.73 feet to a broken concrete monument on the East boundary of Hale County Road No 35, an 80 foot Right-of-Way; thence run N 01°08'45" E along said East boundary for a distance of 832.13 feet to a concrete monument found; thence run N 00°50'19" E along said East boundary for a distance of 1,820.26 feet to the POINT OF BEGINNING of the parcel herein described, said point being a 5/8" capped rebar set (CA-900-S); thence continue N 00°50'19" E along said East boundary for a distance of 134.65 feet to a 5/8" capped rebar set (CA-900-S); thence run N 86°39'43" E for a distance of 311.43 feet to a 5/8" capped rebar set (CA-900-S); thence run S 70°12'39" E for a distance of 438.13 feet to a 5/8" capped rebar set (CA-900-S); thence run S 02°01'40" W for a distance of 146.60 feet to a 5/8" capped rebar set (CA-900-S); thence run N 87°25'15" W for a distance of 32.70 feet to a 5/8" capped rebar set (CA-900-S); thence run S 17°10'19" W for a distance of 46.27 feet to a 5/8" capped rebar set (CA-900-S); thence run N 85°30'39" W for a distance of 90.16 feet to a 5/8" capped rebar set (CA-900-S); thence run N 74°39'23" W for a distance of 124.94 feet to a 5/8" capped rebar set (CA-900-S); thence run N 04°10'16" W for a distance of 101.69 feet to a 5/8" capped rebar set (CA-900-S); thence run N 84°34'42" W for a distance of 457.90 feet to the POINT OF BEGINNING of the parcel herein described. Said parcel containing 3.00 acres, more or less.

#### PARCEL TWO:

All of Mortgagor's undivided interest in the following described property:

The Northeast Quarter of Section 17; the West Half of the Southeast Quarter of Section 17; the East Half of the East Half of the Southeast Quarter of Section 17; the Northwest Quarter of the Northwest Quarter of Section 16; the South Half of the Northwest Quarter of Section 16; and the North ten (10) acres of the Northwest Quarter of the Southwest Quarter of Section 16; all in Township 19 North, Range 4 East, Hale County, Alabama; **LESS and EXCEPT** the following three (3) parcels:

1) Commencing at the southeasterly corner of the Robert Pickens parcel as described in deed recorded in Deed Book A-62, Page 616, Office of Probate Judge, Hale County, Alabama, which is marked with a 2" diameter iron bar located on the northerly margin of Hale County Highway No. 16 and is stated in said deed to be 515 feet west of the east line of said Section Seventeen; thence proceed in an easterly direction along said road margin on an astronomic bearing of South 89 degrees 50' 38" East 219.50 feet to an iron pin set capped; thence continue at South 89 degrees 50' 38" East along said road margin 116.00 feet to an iron pin found (rail) which is the POINT OF BEGINNING of the herein described parcel; thence run North 1 degree 04' 49" West 375.00 feet to an iron pin set capped; thence South 89 degrees 50' 38" East





142.46 feet to an iron pin set capped; thence South 1 degree 04' 49" East 375.00 feet to an iron pin set capped on the northerly margin of Hale County Highway No. 16; thence North 89 degrees 50' 38" West along said road margin 142.46 feet to the POINT OF BEGINNING and ENDING, containing 1.226 acres, more or less.

2) Two (2) acres of land in the Southwest corner of the East Half of the East Half of the Southeast Quarter of Section Seventeen, Township 19, Range 4 East; the said two acres of land measuring the width of one acre from East to West, and measuring the width of two acres from North to South, and being rectangular in shape. LESS and EXCEPT: ROW for public road issued May 15, 1950, and containing 0.19 acres, more or less. Being the same and intended to be the same property, whether correctly described herein or not, as that described and conveyed in deed of State of Alabama by Lurleen B. Wallace, Governor, and Ernest Stone, Alabama State Superintendent of Education, Grantor, to Mr. O.A. Coleman, Grantee, dated May 15, 1967, and recorded in Deed Book 63, Page 832, Office of Probate Judge, Hale County, Alabama, and also later conveyed and described in Deed of Osmund A. Coleman, Jr., Trustee of the Osmund A. Coleman, Sr., Family Trust, to Alice Coleman Griffin, dated January 21, 2000, and recorded in Deed Book A-132, Page 906-908, Office of Probate Judge, Hale County, Alabama. Said property is further shown and described in the records of the tax assessor of Hale County, Alabama, under parcel ID#19-04-17-0-000-010 and being a rectangle 200 feet wide east and west and 440 feet deep north and south and has been commonly known and referred to as the "Emory School Property" on Hale County Road #16.

3) Commence at a point on the centerline of the county blacktop highway known as the Sawyerville Lock 5 Highway where the same is intersected by the East-West centerline of Northeast Quarter of Section 17, Township 19 North, Range 5 East, and run thence East along the centerline of said Northeast Quarter a distance of 1,460 feet to a 10 inch cedar tree and the point of beginning of the lot hereby conveyed; run thence 90° North a distance of 675 feet to a point; run thence 90° East a distance of 242 feet to a point; run thence 90° South a distance of 675 feet to a point on the centerline of said Northeast Quarter; and run thence West along said centerline a distance of 242 feet to the point of beginning. The property hereby conveyed contains 3.75 acres and is situated in Northeast Quarter of Northeast Quarter of Section 17, Township 19 North, Range 4 East, in Hale County, Alabama. There is also conveyed hereby the right of ingress and egress along the private road leading from said highway to the above lot, the right to run utility lines for said lot, and the right to use water from the wells at either the dairy barn or the old house site.

Signed for Identification Purposes:

  
John Wayne Irby

