

This instrument prepared by: Halbrooks & Allen, LLC
1 Independence Plaza, Suite 704
Birmingham, AL 35209

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STATE OF ALABAMA

SHELBY COUNTY

Know All Men By These Presents, that whereas the undersigned,

TCAD, LLC , a limited liability company

is/are justly indebted to Thomas J. Curtin, Sr. , in the sum of
Nine Hundred Twenty-Three Thousand Nine Hundred Thirty-Four and 59/100 (\$923,934.59)

Dollars evidenced by one promissory note dated August 1 , 2016 and whereas it is
desired by the undersigned to secure the prompt payment of the said indebtedness with
interest when the same falls due;

Now Therefore in consideration of the said indebtedness, and to secure the prompt
payment of the same at maturity, the undersigned, do, or does, hereby grant, bargain, sell and
convey unto the said Thomas J. Curtin, Sr. (hereinafter called Mortgagee) the following
described real property situated in Shelby County, Alabama, to-wit:

See attached Exhibit “A” for legal description of the property which is incorporated
herein for all purposes.

Subject to: all easements, restrictions, reservations, rights of way and liens of record.

Said property is warranted free from all encumbrances and against any adverse claims.

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, 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 Mortgagee for taxes, assessment or insurance shall become a debt to said Mortgagee,
additional to the debt hereby specially secured, and shall be covered by the mortgage, and bear
interest from the date of payment by said Mortgagee and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses 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 encumbrances 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 amounts that may have been expended, or that it may be necessary then to expended 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 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 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 agents and assigns of said Mortgagee, if a corporation

IN WITNESS WHEREOF, we have hereto set our hands and seals on this the 1st day of August, 2016.

WITNESSES:

TCAD, LLC

By: Thomas J. Curtin, Sr.,
Managing Member

(Seal)

(Seal)

STATE OF ALABAMA }
JEFFERSON COUNTY }

Representative Acknowledgment

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Thomas J. Curtin, Sr., whose name(s) as Managing Member for/of TCAD, LLC is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they, in his/her/their capacity as such Managing Member, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of August, 2016.

My Commission Expires: 4/21/20

William H. Halbrooks, Notary Public

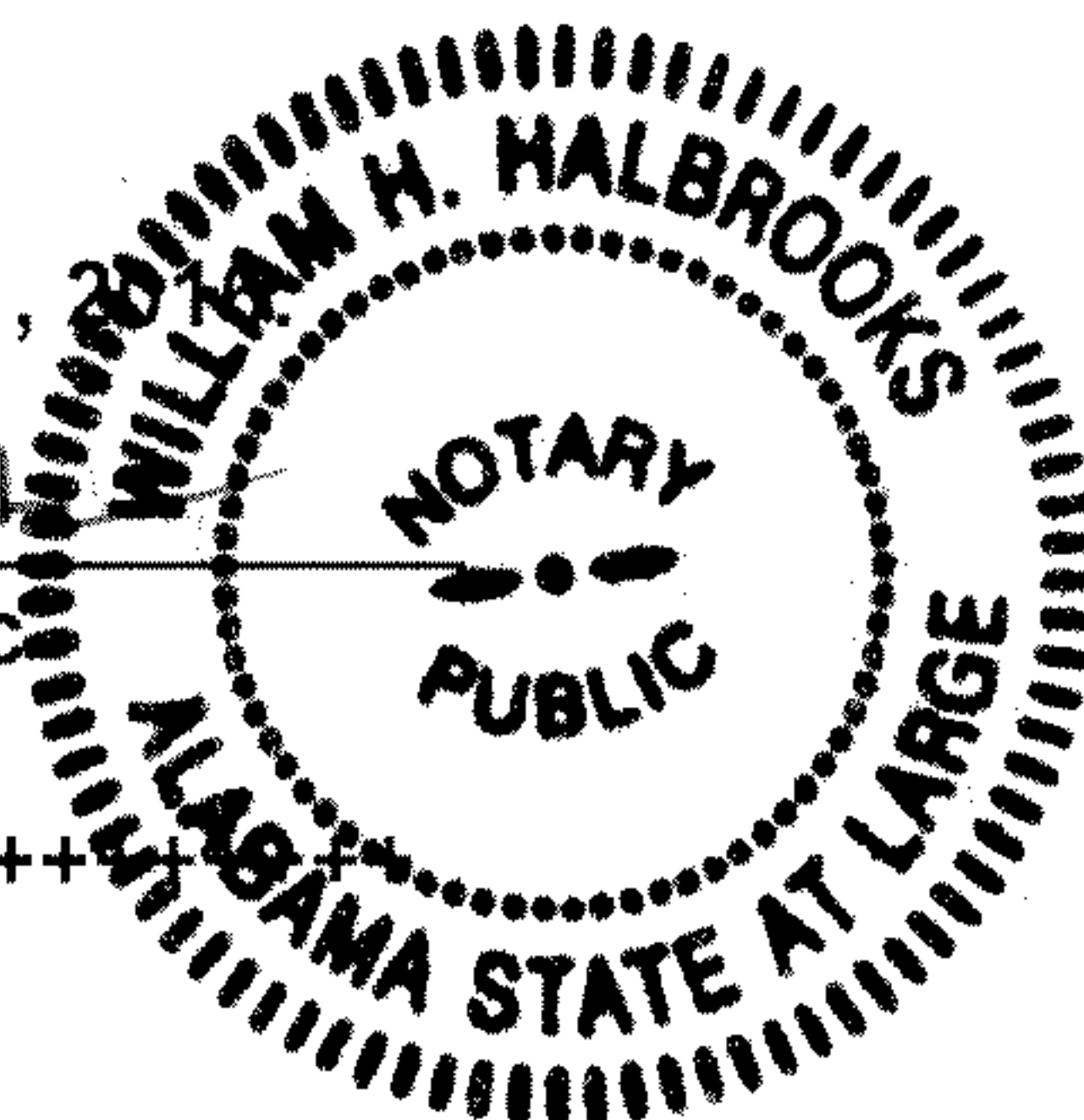


Exhibit "A"

Description to-wit:

From a railroad spike at the N.E. corner of Section 29, T20S-R1E, run thence West along the North boundary of said Section 29 a distance of 331.51 feet to a 1/2" rebar; thence turn 90°43'28" left and run 13.23 feet to a 1/2" rebar on a fence line; thence continue along said course a distance of 1326.43 feet to a 1/2" rebar; thence turn 89°11'37" left and run 288.79 feet to a 1/2" rebar on the Westerly boundary of Shelby County Highway #55 (80' R.O.W.), said point being on a curve concave right, having a delta angle of 01°04'43" and tangents of 99.58 feet; thence turn 90°21'58" right and run a chord distance of 29.34 feet to the P.T.; thence turn 00°04'47" right and run 461.63 feet along said highway boundary to the P.C. of a curve concave left, having a delta angle of 03°10'07" and tangents of 200.00 feet; thence turn 00°42'33" left and run a chord distance of 179.01 feet to a 1/2" rebar on said curve boundary, being the point of beginning of herein described parcel of land; thence turn 01°35'03" left and run a chord distance of 220.87 feet to the P.T.; thence turn 01°35'03" left and run 208.47 feet along said highway boundary to the P.C. of a curve concave right, having a delta angle of 02°11'02" and tangents of 99.17 feet; thence turn 01°05'31" right and run a chord distance of 198.30 feet to the P.T.; thence turn 01°05'31" right and run 1382.76 feet along said highway boundary to a 1/2" rebar on a fence line; thence turn 89°35'54" right and run 1608.33 feet along a fence line to a 1/2" rebar on the South boundary of a NW1/4-SE1/4 of sized Section 29, T20S-R1E; thence turn 01°06'22" right and run 990.05 feet to a 1" pipe at the S.W. corner of the NW1/4-SE1/4 according to sized Section 29, T20S-R1E; thence turn 88°56'29" right and run 1336.35 feet to a 1/2" pipe at the S.E. corner of the SE1/4-NW1/4 according to said sized Section 29; thence turn 89°01'26" left and run 1323.79 feet to a 1/2" rebar at the S.E. corner of the SW1/4-NW1/4 according to sized Section 29; thence continue along said course a distance of 1323.79 feet to a 5/8" rebar at the S.W. corner of said SW1/4-NW1/4; thence turn 88°55'27" right and run 1332.58 feet to a 1/2" rebar at the S.W. corner of the NW1/4-NW1/4 according to sized Section 29; thence continue along said course a distance of 1332.58 feet to a 1/2" crimped pipe at the N.W. corner of Section 29, T20S-R1E; thence turn 90°54'39" right and run 1326.05 feet to a 1/2" rebar at the N.W. corner of the NE1/4-NW1/4 according to said sized Section 29; thence continue along said course a distance of 496.50 feet to a 1/2" rebar; thence turn 89°08'23" right and run 1335.18 feet to a 1/2" rebar on the North boundary of the SE1/4-NW1/4 according to said sized Section 29; thence turn 89°03'26" left and run 2153.34 feet to a 1/2" rebar at the N.W. corner of the SE1/4-NE1/4 according to said sized Section 29; thence turn 89°09'22" right and run 669.12 feet along the West boundary of said SE1/4-NE1/4 to a 1/2" rebar; thence turn 89°06'55" left and run 1269.67 feet to the point of beginning of herein described parcel of land, containing 276.57 acres, situated in the NW1/4 and the S1/2-NE1/4 and the N1/2-SE1/4 of Section 29, T20S-R1E, Shelby County, Alabama, subject to rights-of-way and easements of record.



Filed and Recorded
 Official Public Records
 Judge James W. Fuhrmeister, Probate Judge,
 County Clerk
 Shelby County, AL
 11/23/2016 09:53:53 AM
 \$1407.00 CHARITY
 20161123000430940