

This instrument was prepared by:
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MORTGAGE

**STATE OF ALABAMA
COUNTY SHELBY**


20161208000448810 1/4 \$174.00
Shelby Cnty Judge of Probate: AL
12/08/2016 01:46:14 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Shannon E. Dykes and wife, Kimberly D. Dykes

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

Bobby N. Bentley and Diane J. Bentley

(hereinafter called "Mortgagors", whether one or more),

in the sum of ONE HUNDRED THOUSAND DOLLARS AND 00/100 (\$100,000.00)
evidenced by a mortgage note.

This is mortgage on real estate.

And whereas, Mortgagees agreed, in incurring said indebtedness, which this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Shannon E. Dykes and Kimberly D. Dykes

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagees the following described real estate, situated in SHELBY County, State of Alabama, to wit:

SEE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION

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

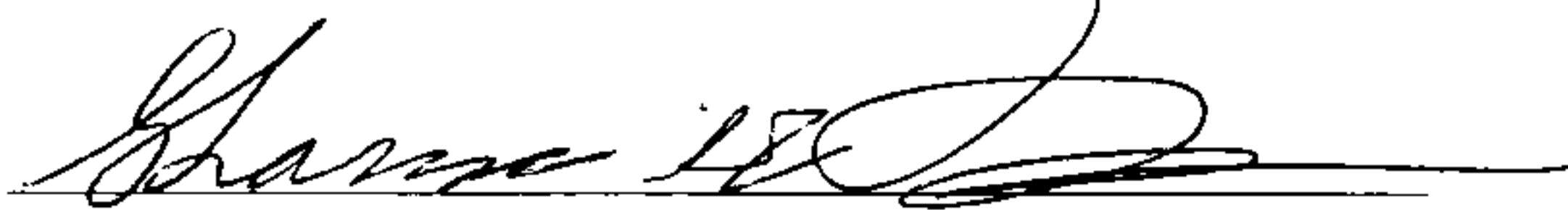
To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should 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 insurable 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 fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the 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 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 Mortgagee 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 of Shelby and State of Alabama, 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 therefor; and undersigned further agree 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.


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IN WITNESS WHEREOF the undersigned, **Shannon E. Dykes and Kimberly D. Dykes**, have hereunto set their signatures and seals, this 14th day of November, 2016


Shannon E. Dykes


Kimberly D. Dykes


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STATE OF ALABAMA)
COUNTY OF SHELBY)

I, Mike T. Atchison, a Notary Public in and for said County, in said State, hereby certify that, **Shannon E. Dykes and Kimberly D. Dykes**, 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 14th day of November, 2016.


Notary Public
My commission expires: 9/22/2020

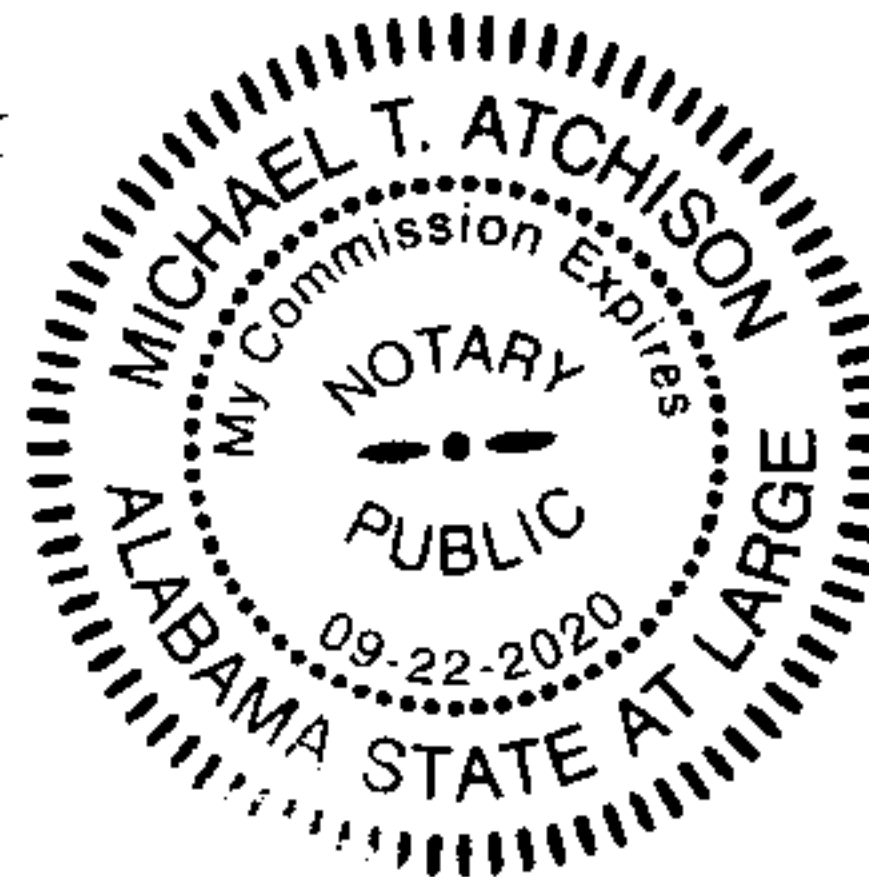


EXHIBIT A – LEGAL DESCRIPTION

A parcel of land situated in the NE ¼ of Section 20, Township 24 North, Range 15 East, Shelby County Alabama, and being more particularly described as follows:

Commence at the NE corner of the above said Section, Township and Range; thence S00°00'00"W, a distance of 1295.24' to the POINT OF BEGINNING; thence continue along the last described course, a distance of 23.00'; thence S00°31'08"W, a distance of 508.34' to a point lying on the Northeasterly ROW line of Shelby County Highway #311, 40' ROW; thence N80°45'16"W and along said ROW line a distance of 110.17' to a point, said point being the beginning of a curve to the right, having a radius of 780.00' a central angle of 30°23'13" and subtended by a chord which bears N65°33'39"W, and a chord distance of 408.85'; thence along the arc of said curve and said ROW line, a distance of 413.65'; thence N50°22'02"W and along said ROW line a distance of 188.85' to a point on the Southeasterly ROW line of Alabama Highway #145, ROW varies; thence N29°10'53"E, leaving County Highway #331 and along Alabama Highway #145 ROW a distance of 320.75'; thence S83°16'00"E and leaving said ROW line a distance of 477.92' to the POINT OF BEGINNING.



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