

ASSIGNMENT SEPARATE FROM NOTE

The undersigned, Kerry Lewis Kirkland, Carol K. Lightfoot, and Richard Ira Kirkland, Personal Representatives of the Estate of Helen S. Kirkland (the "Estate"), and Trustees of the Helen S. Kirkland Revocable Management Trust, dated December 3, 1996 (the "Trust") and Trustees of Trust B thereof (the Estate and both the Trust and Trust B thereof hereinafter referred to as the "Assignor"), hereby assign and transfer to Carol K. Lightfoot, individually, (hereinafter referred to as an "Assignee"), all of the Estate's and Trust's and Trust B's rights, title, interests, and privileges in and to that certain Promissory Note dated on or about April 28, 2005, by and between Robert k. Lightfoot and Carol K. Lightfoot, as Debtor and Helen S. Kirkland, as Creditor, in the principal amount of One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00), interest at 4.65%, per annum compounded annually, as to the unpaid principal, any accrued but unpaid interest, and all amounts coming due in the future under said Note. A copy of the Real Estate Mortgage securing said Note is attached.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the 14th day of May, 2014.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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Shelby Cnty Judge of Probate, AL
01/05/2017 02:56:35 PM FILED/CERT

Kerry Lewis Kirkland

Kerry Lewis Kirkland, in his capacities as Personal Representative of the Estate of Helen S. Kirkland and Trustee of the Helen S. Kirkland Revocable Management Trust and Trust B thereof

STATE OF ALABAMA

COUNTY OF

Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Kerry Lewis Kirkland**, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 14th day of May, 2014.

Maisha L Russell
Notary Public
My Commission Expires: 11/09/16

[SEAL]



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Shelby Cnty Judge of Probate, AL
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Carol K. Lightfoot

Carol K. Lightfoot, in her capacities as Personal Representative of the Estate of Helen S. Kirkland and Trustee of the Helen S. Kirkland Revocable Management Trust and Trust B thereof

STATE OF ALABAMA

COUNTY OF Shelby

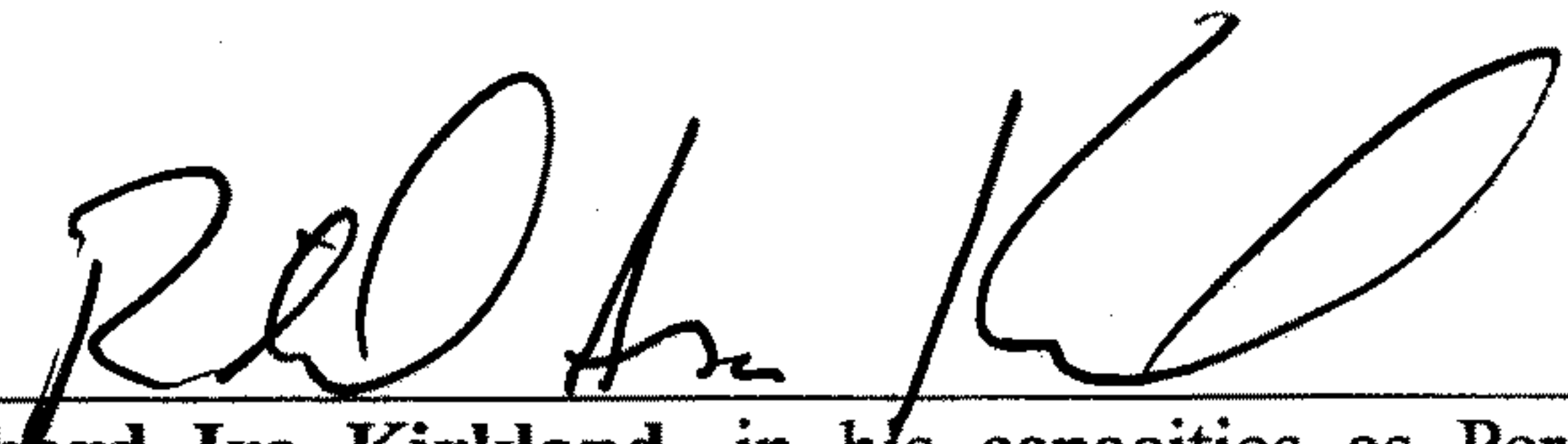
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Carol K. Lightfoot, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 10th day of May, 2014.

Joe W. Miller
Notary Public

My Commission Expires: 12-21-16

[SEAL]


Richard Ira Kirkland, in his capacities as Personal Representative of the Estate of Helen S. Kirkland and Trustee of the Helen S. Kirkland Revocable Management Trust and Trust B thereof

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Richard Ira Kirkland**, whose name is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 12th day of May, 2014.

Marsha L Russell

Notary Public

My Commission Expires: 11/9/16

[SEAL]

6-20-08

THIS INSTRUMENT PREPARED BY:
Law Offices of Christopher R. Smitherman, LLC
725 West Street
Post Office Box 261
Montevallo, Alabama 35115
(205) 665-4357

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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA
SHELBY COUNTY

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS Robert K. Lightfoot, and wife Carol K. Lightfoot, hereinafter called "Mortgagor," is justly indebted to Helen S. Kirkland, a widow, hereinafter called "Mortgagee," in the principal sum of One Hundred Twenty Five Thousand & 00/100 Dollars (\$125,000.00) together with interest at 4.65% percent as evidenced by a promissory note bearing even date and subject to the terms therein, said promissory note maturing on or about the 1st day of October, 2025.

NOW, in order to secure the prompt payment of said note, when due, the Mortgagor for and consideration of the premises, and for other good and valuable consideration received, to the Mortgagor by the Mortgagee, does hereby GRANT, BARGAIN, SELL AND CONVEY to the Mortgagee of the following described real estate situated in Shelby County, Alabama, to wit:

See attachment legal description marked as Exhibit A.

Note: Any remaining balance (in the correct proportion) of this instrument at the death of the Mortgagee shall be used to offset the inheritance of the Mortgagor daughter Carol K. Lightfoot.

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the Mortgagee forever. And the Mortgagor does hereby covenant with the Mortgagee, and the heirs and assigns of the Mortgagee, that the Mortgagor, is lawfully seized in fee simple of said premises; that the said premises are free of and from all encumbrances except as otherwise noted above; and that the Mortgagor will warrant and forever defend the same against the lawful claims and demands of all persons.

BUT THIS CONVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS NEVERTHELESS, that is to say. If the Mortgagor shall well and truly pay, or cause to be paid, the said promissory note, and each and every installment thereof, and interest thereon, when due and all other amounts which may become due hereunder when such become due then this conveyance shall become null and void. But should the Mortgagor fail to pay said note, or any installment thereof when due or shall fail to pay any other sums that become due hereunder when due, then all of said indebtedness shall become due and payable at once, at the option of the Mortgagee. However, failure of the Mortgagee to enforce this provision as to one or more delinquent installments or other amounts due hereunder shall not be waiver of the right to subsequently invoke such provision. Upon any such default by the Mortgagor, the Mortgagee or the successors, heirs, assigns, agents, or attorneys of the authorized and empowered to sell the said property hereby conveyed at auction for cash at the Courthouse door of the County in which said property is situated, after first having given notice thereof for three (3) weeks by publication in any newspaper then published in the county in which said property is situated, and to execute a property conveyance to the purchaser and out of the sale proceeds to the Mortgagee shall first pay all expenses incident thereto, together with reasonable attorney's fee, then retain enough to pay said note and interest thereon and any sums advanced by the Mortgagee for taxes, assessments, insurance, and other encumbrances, if any. The balance, if any, shall be paid over to the Mortgagor. In the event of such sale, the Mortgagee, or successors,

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assigns, agents or attorneys of the Mortgagee, are hereby authorized and empowered to purchase the said property the same as if they were strangers to this conveyance and any such sale, and the auctioneer or person making the sale is empowered and directed to make and execute a deed to the purchaser at such sale in the name of the Mortgagor.

It is also agreed that in case the Mortgagee, or the heirs, successors or assigns of the Mortgagor, see fit to foreclose this mortgage in a court having proper jurisdiction, that the Mortgagor will pay a reasonable attorney's fee for the bringing and prosecution of such foreclosure action and for any appeals therefrom, together with all costs of litigation incurred by the Mortgagee, all of which shall be and constitute a part of the debt hereby secured.

The Mortgagor specially waives all exemptions which Mortgagor now or hereafter may be entitled to under the Laws and Constitution of the State of Alabama in regard to the collection of the debt secured hereby.

The Mortgagor reserves unto the Mortgagor, and the heirs, successors and assigns of the Mortgagor the right of possession of the said property until after a foreclosure sale has been effected according to the terms of the conveyance.

The Mortgagor agrees to keep said property in good repair, normal wear and tear excepted, and further agrees to keep said property insured against fire, hail, flood, and windstorm with good and responsible companies acceptable to the Mortgagee for not less than an amount equal to the principal amount of this mortgage debt, and to have each such policy payable to the Mortgagee, as the Mortgagee's interest may appear in said property, and further agrees to deliver copies of such paid-up policies to the Mortgagee. Should the Mortgagor fail to insure said property, then the Mortgagee is hereby authorized to do so, and the premiums so paid by the Mortgagee shall be and constitute a part of the debt secured hereby.

The Mortgagor agrees to pay all taxes and assessments, general or special, levied upon such property before such become delinquent. Should the Mortgagor fail to pay any taxes or assessments before they become delinquent, then the Mortgagee is hereby authorized to do so, and all such payments shall thereupon constitute a part of the debt secured hereby.

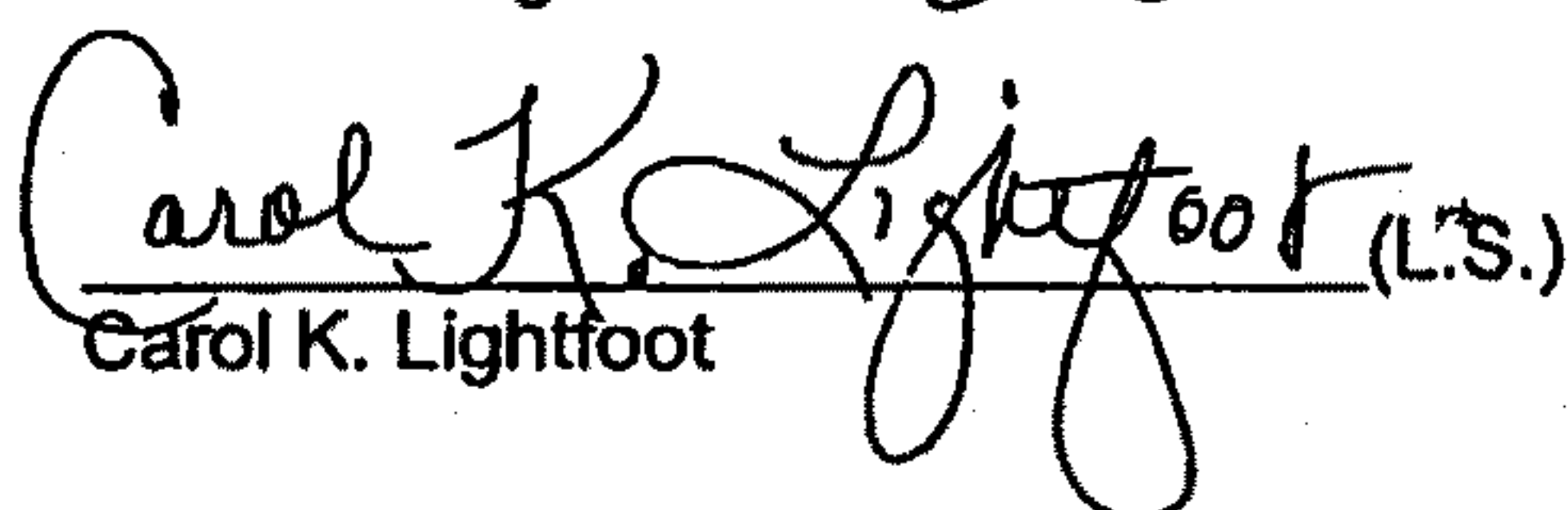
Should the Mortgagor fail to procure proper insurance, or fail to pay any taxes or assessments, as hereinabove provided, and should the Mortgagee pay the same, then the Mortgagor shall be deemed to have materially breached the terms of this instrument if the Mortgagor fails to reimburse the Mortgagee for the same plus interest at the rate specified hereinabove within ten (10) days after the Mortgagee gives the Mortgagor written demand by first class mail of the amounts due.

Mortgagor reserves the right of possession of said premises until the law day.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage with seal affixed on the 28th day of April, 2005, at 725 West Street, Montevallo, Alabama.

MORTGAGORS

 (L.S.)
Robert K. Lightfoot

 (L.S.)
Carol K. Lightfoot

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Shelby Cnty Judge of Probate, AL
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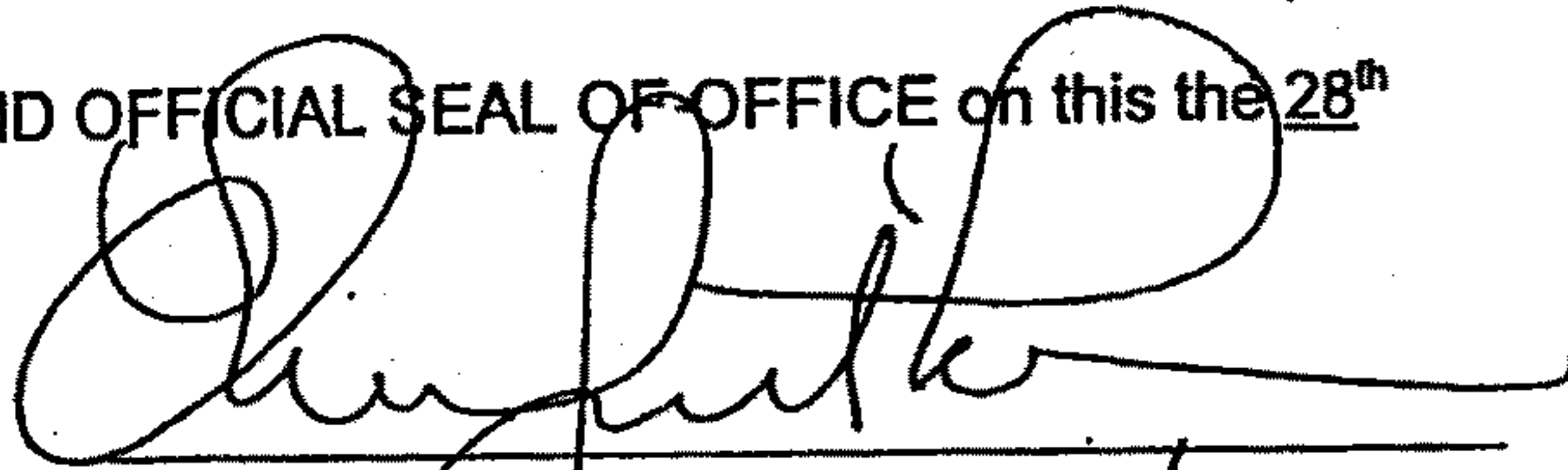
STATE OF ALABAMA

SHELBY COUNTY

ACKNOWLEDGMENT

I, Chris Smitherman, a Notary Public for the State at Large, hereby certify that, Robert K. Lightfoot and wife, Carol K. Lightfoot, whose name is signed to the foregoing Mortgage, who is known to me acknowledged before me on this day, that, being informed of the contents of the Mortgage, it was executed voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this the 28th day of April, 2005.


Notary Public
My Commission Expires: 5/13/2008

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Shelby Cnty Judge of Probate, AL
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EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

Commencing at the NE corner of SE 1/4 of NW 1/4, Section 21, Township 22 South, Range 3 West; thence North 89 degrees 51 minutes West along the North boundary of the said SE 1/4 of NW 1/4, a distance of 70.0 feet to the point of beginning, lying on the West right of way line of Montevallo-Siluria Highway; thence continuing North 89 degrees 51 minutes West along the North boundary of the said SE 1/4 of NW 1/4 a distance of 679.97 feet to a point; thence South 7 degrees 39 minutes East along the East property line of the Chamberlain property, a distance of 274.84 feet to a point; thence South 19 degrees 35 minutes East along the Northeast property line of the said Chamberlain property, a distance of 245.0 feet to a point on the Northwest boundary of a 20-foot wide alley or access located 20 feet Northwest of the Northwest boundary of Lyman's Addition to Montevallo; thence North 49 degrees 20 minutes East along the Northwest boundary of the said 20-foot alley, a distance of 740.92 feet to a point on the West right of way line of the Montevallo-Siluria Highway; thence North 2 degrees 17 minutes West along said right of way line a distance of 18.33 feet to the point of beginning.

PARCEL 2:

Begin at the intersection of the Southwest right of way of Moody Street and the Northwest right of way of Nabors Street; thence Northwest along said right of way 300 feet to the point of beginning; thence Northeast 210 feet; thence Northwest 50 feet; thence Southwest 210 feet; thence Southeast to point of beginning.

NOTE: Title to Parcel 2 will not be insured hereinunder.

PARCEL 3:

A 20-foot wide private access way or alley situated contiguous to the South and Southeast side of the Helen S. Kirkland real estate described in the Office of the Probate Judge, Shelby County, Alabama, in Deed Book 324, at Pages 641 and 642, and also contiguous to the North and Northwest side of the William J. Kennerly (now deceased) real estate as described in the Office of the Probate Judge, Shelby County, Alabama in Deed Book 79, at Page 109. The said 20-foot wide private access or alley runs from Moody Street in the City of Montevallo, Alabama, Northeasterly a distance of 1,022 feet, more or less, to Alabama State Highway #119 in the said city.

PARCEL 4:

That part of the SE 1/4 of the NW 1/4 of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama, situated within the municipal limits of the City of Montevallo and described as follows:

Begin at the Northeast corner of Lot 1, Block L, of Lyman's Addition to Montevallo, map or plat of which is recorded in Map Book 3, at Page 27, in the Office of the Judge of Probate of Shelby County, Alabama, and run in a Northwesterly direction along the Southwest line of Moody Street, or the paved extension thereof maintained at the present time by the City of Montevallo, for a distance of 50 feet; thence run North 49 degrees 30 minutes East for a distance of 270 feet to the point of beginning of the parcel hereby conveyed; thence run South 40 degrees 30 minutes East for a distance of 30 feet to a point on the Northernmost margin of a 20-foot alley or access way; thence run North 49 degrees 30 minutes East and along the Northernmost margin of said alley or access way, for a distance of 100 feet to a point; thence run North 19 degrees 25 minutes West for a distance of 30 feet, more or less, to a point; thence run Southwesterly and parallel to the Northernmost margin of said alley or access way for a distance of 110 feet, more or less, to the point of beginning. Said parcel being a part or portion of the real property acquired by John Patrick Kelly and Anne Faulk Kelly under and by virtue of that certain deed dated March 30, 1964, and recorded on April 7, 1964, in Deed Book 230, at Page 60, in the Office of the Judge of Probate of Shelby County, Alabama, and constituting the Southeasternmost tip thereof abutting 100 feet on said alley or access way.

PARCEL 5:

A parcel of land in the SE 1/4 of the NW 1/4 of Section 21, Township 22 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:
Commence at the intersection of the NW margin of the right of way of Nabors Street where it intersects with the NE margin of the right of way of Moody Street; thence Northeasterly along the NW margin of Nabors Street 400 feet; thence Northwesterly parallel to Moody Street 150 feet to the point of beginning of the lot herein conveyed; thence run Southwesterly parallel with Nabors Street 100 feet; thence Southeasterly parallel with Moody Street 25 feet; thence Southwesterly parallel with Nabors Street 50 feet; thence Northwesterly parallel with Moody Street 175 feet, more or less, to an old road on the North line of what was formerly F. May Lyman's land; thence Northeasterly parallel with Nabors Street, and along said road, a distance of 100 feet; thence Southeasterly, parallel with Moody Street a distance of 150 feet, more or less, to the point of beginning, and being situated in the Town of Montevallo, Alabama, and in the SE 1/4 of NW 1/4 of Section 21, Township 22 South, Range 3 West, Shelby County, Alabama.

LESS AND EXCEPT that property described in deed recorded in Real Record 015, Page 732, in Probate Office.