


STATE OF ALABAMA )  
COUNTY OF SHELBY )

THIS INSTRUMENT PREPARED BY:  
Ellis, Head, Owens & Justice  
P O Box 587  
Columbiana, AL 35051

PURCHASE MONEY MORTGAGE

  
20170110000008990 1/5 \$462.00  
Shelby Cnty Judge of Probate, AL  
01/10/2017 03:37:28 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, the undersigned Atkinson Holdings, LLC, an Alabama Limited Liability Company, is justly indebted to Jackie E. Elliott and Judith H. Elliott in the sum of Two Hundred Ninety Thousand and NO/100 Dollars (\$290,000.00) (the “Indebtedness”) evidenced by a promissory note of even date, and

WHEREAS, it is desired by the undersigned to secure the prompt payment of the Indebtedness with interest.

NOW, THEREFORE, in consideration of the Indebtedness, and to secure the prompt payment thereof at maturity, the undersigned Atkinson Holdings, LLC (hereafter, the “Mortgagors”), do hereby grant, bargain, sell and convey unto the said Jackie E. Elliott and Judith H. Elliott (hereinafter, the “Mortgagee”), the following described real property (the “Property”) situated in Shelby County, Alabama, to-wit:

See attached Exhibit “A” for Legal Description.

Subject to taxes for 2016 and subsequent years.  
The proceeds of this loan have been applied toward the purchase price of the Property described above conveyed to Mortgagor simultaneously herewith.

TO HAVE AND TO HOLD the above granted premises unto the Mortgagee forever; and for the purpose of further securing the payment of the Indebtedness, the undersigned agrees to pay all taxes, or assessments, when legally imposed upon the Property, and should default be made in the payment of taxes or assessments, the Mortgagee has the option of paying off them; to keep termite contract in force and if the undersigned fails to keep the contract in effect, Mortgagee may do so; and to further secure the Indebtedness, the undersigned agrees to keep the improvements on the 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 the Mortgagee, as the interest of the Mortgagee may appear, and promptly to deliver the policies, or any renewals of the policies, to the Mortgagee; and if the undersigned fails to keep the Property insured as above specified, or fails to deliver the insurance policies to the Mortgagee, then the Mortgagee has the option of insuring the Property for the reasonable insurable value for the benefit of the Mortgagee, the policy, if collected, to be



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credited on the Indebtedness, less cost of collecting same; all amounts so expended by the Mortgagee for taxes, termite contract, assessments or insurance, shall become a debt to the Mortgagee, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from the date of payment by the Mortgagee, and be at once due and payable.

Mortgagor shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Mortgagor is residing in the Property, Mortgagor shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Mortgagor shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Mortgagor shall be responsible for repairing or restoring the Property only if Mortgagee has released proceeds for such purposes. Mortgagee may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Mortgagor is not relieved of Mortgagor's obligation for the completion of such repair or restoration.

Mortgagee or Mortgagee's agent may make reasonable entries upon and inspections of the Property. If Mortgagee has reasonable cause, Mortgagee may inspect the interior of the improvements on the Property. Mortgagee shall give Mortgagor notice at the time of or prior to such an interior inspection specifying such reasonable cause.

Upon condition, however, that if the Mortgagor pays the Indebtedness, and reimburses the 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 Mortgagee, or should the Indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of the Mortgagee in the Property become endangered by reason of the enforcement of any prior lien or encumbrance 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 the 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 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 Shelby County, Alabama, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in Shelby County, 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 be necessary then to expend in paying insurance, taxes, or other encumbrances, with interest thereon; third, to the payment of the Indebtedness in full, whether or not it shall have fully matured, at the date of the sale, but no interest shall be collected beyond the day of sale; and fourth, the remainder, if any, to be turned over to the Mortgagor; and the undersigned further agrees that the Mortgagee may bid at said sale and purchase the Property, if the highest bidder therefore, as through 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 the Mortgagee 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.


It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the persons named as grantees in the granting clause herein.

Any estate or interest herein conveyed to the Mortgagee, or any right or power granted to the Mortgagee in or by this mortgage, is hereby expressly conveyed and granted to the heirs, and agents, and assigns of the Mortgagee.

IN WITNESS WHEREOF, the undersigned Carey L Atkinson, as Manager of Atkinson Holdings, LLC, has hereunto set his signature and seal, this 23rd day of December, 2015.

WITNESS:

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ATKINSON HOLDINGS, LLC  
  
by: Carey L. Atkinson, Manager


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STATE OF ALABAMA    )  
COUNTY OF SHELBY    )

I, the undersigned a Notary Public in and for said County, in said State, hereby certify that Carey L. Atkinson, as Manager of Atkinson Holdings, LLC, an Alabama Limited Liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed the contents of the conveyance he executed the same voluntarily on the day the same bears date in his capacity as Manager.

Given under my hand and seal this 23rd day of December, 2015.

  
Notary Public

My Commission Expires: 9/11/19



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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A parcel of land located in the Southeast 1/4 of the Southeast 1/4 of Section 25, Township 19 South, Range 3 West, more particularly described as follows: Commence at the Northwest corner of said 1/4-1/4 Section; thence in a Southerly direction along the Westerly line of said 1/4-1/4 Section a distance of 451 feet; thence 72 degrees 10 minutes left, in a Southeasterly direction a distance of 210 feet to the point of beginning; thence 72 degrees 10 minutes right in a Southerly direction a distance of 74.11 feet; thence 35 degrees 09 minutes 10 seconds left in a Southeasterly direction a distance of 177.02 feet; thence 90 degrees left in a Northeasterly direction a distance of 120.96 feet; thence 90 degrees left in a Northwesterly direction a distance of 180.00 feet; thence 90 degrees left in a Southwesterly direction a distance of 26.50 feet; thence 76 degrees 28 minutes 40 seconds right in a Northwesterly direction a distance of 61.56 feet; thence 80 degrees 06 minutes 26 seconds left in a Southwesterly direction a distance of 37.64 feet to the point of beginning. Situated in Shelby County, Alabama.



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