

20170203000042850 1/4 \$1149.00
Shelby Cnty Judge of Probate, AL
02/03/2017 12:22:01 PM FILED/CERT

This Instrument was prepared by:
Darlene J. Wendell- Ex. Assist.
Marion Bank and Trust Company
P. O. Box 24 Maplesville, Al 36750

**THE STATE OF ALABAMA
SHELBY COUNTY**

THIS INDENTURE, made and entered into this the 2nd, day of February, 2017, by and between **“Burnette Farms Market, LLC, an Alabama limited liability corporation** hereinafter called the first party, and MARION BANK AND TRUST COMPANY, a corporation, Maplesville, Alabama, hereinafter called the second party.

WITNESSETH: That, whereas, **“Burnette Farms Market, LLC” an Alabama limited liability corporation** (first party), is/are justly and lawfully indebted to the second party in the sum of **“Seven Hundred Fifty Thousand Dollars & no/100ths” (\$750,000.00)**, 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 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.

Note dated February 2, 2017 in the original principal amount of \$ 750,000.00 plus interest as provided therein, which matures on April 4, 2022.”

This ☐ is ☒ is not a purchase money mortgage.

And whereas the first party is desirous of securing the prompt and faithful payment of said note (s) 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 he 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, ALABAMA**, bounded and more particularly described as follows:

“See Exhibit A”

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.

Initials: anb MCB

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 or 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

Initials: AMB MOB

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, **SHLEBY 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 Mortgage, 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.

Burnette Farms Market, LLC

James M. Burnette 2-2-17
James Michael Burnette, Member

Mary Charles Burnette 2-2-17
Mary Charles Burnette, Member

20170203000042850 3/4 \$1149.00
Shelby Cnty Judge of Probate, AL
02/03/2017 12:22:01 PM FILED/CERT

**THE STATE OF ALABAMA
CHILTON COUNTY**

I, John Hollis Jackson, Jr., a Notary Public in and for said County, in said State, do hereby certify that "**James Michael Burnette and Mary Charles Burnette, Members of Burnette Farms Market, LLC, an Alabama Limited Liability Corporation** 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 seal this the 2nd day of February

(SEAL)

Notary Public:

Commission Exp: 3-24-18

Initials: JMB MCB

"EXHIBIT A"

A portion of Lots 1, 2 and 12 of Hayesbury Commercial Park Phase 2, as recorded in Map Book 40, Page 16, in the Office of the Judge of Probate, Shelby County, Alabama, and being more particularly described as follows:

Begin at a found 5/8 inch rebar marking the Westernmost corner of said Lot 2, said point also lying on the Westerly Right of Way of Alabama State Highway 261 (80' right-of-way); thence run South 34°49'44" West along said right-of-way for a distance of 294.69 feet to a found capped iron stamped "Farmer", said point also lying on a tangent curve to the left, said curve having a radius of 1065.41 feet, a central angle of 09°48'10", a chord bearing of South 29°55'39" West, and a chord distance of 182.06 feet; thence run along the arc of said curve and said right-of-way for a distance of 182.28 feet to a set 5/8 inch capped rebar stamped CA-560LS, said point also lying on the Eastern-most right-of-way of Old Indian Lake Trail (30' right-of-way); thence leaving said Highway 261 right-of-way run North 01°35'59" West along said right-of-way for a distance of 601.12 feet to a set 5/8 inch capped rebar stamped CA-560LS, said point lying on the Southern-most right-of-way of Indian Lake Trail (right-of-way varies), said point also lies on a non-tangent curve to the left, said curve having a radius of 325.00 feet, a central angle of 28°51'25", a chord bearing of South 40°37'49" East, and a chord distance of 161.96 feet; thence leaving said Old Indian Trail right-of-way run along the arc of said curve and said Indian Lake Trail right-of-way for a distance of 163.69 feet to a found capped rebar stamped "237"; thence run South 55°16'36" East along said right-of-way for a distance of 22.85 feet to a found 5/8 inch rebar; thence run South 35°36'37" West along said right-of-way for a distance of 10.17 feet; thence run South 55°12'14" East along said right-of-way for a distance of 180.08 feet to a found 5/8 inch rebar, said point also lying on a non-tangent curve to the right, said curve having a radius of 40.00 feet, a central angle of 90°02'48", a chord bearing of South 10°08'11" East, and a chord distance of 56.59 feet; thence run along the arc of said curve and said right-of-way for a distance of 62.86 feet; thence run South 35°00'34" West along said right-of-way for a distance of 9.99 feet to a found 5/8 inch rebar; thence run South 55°23'56" East along said right-of-way for a distance of 10.06 feet to the point of beginning.

20170203000042850 4/4 \$1149.00
Shelby Cnty Judge of Probate, AL
02/03/2017 12:22:01 PM FILED/CERT

JMB

MCB