

STATE OF ALABAMA)
COUNTY OF SHELBY)

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

PURCHASE MONEY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, the undersigned James C. Fuller and wife, Kimberly D. Fuller, are justly indebted to James Harold Ingram and Ethelene M. Ingram in the sum of Forty Thousand and NO/100 Dollars (\$40,000.00) (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.


NOW, THEREFORE, in consideration of the Indebtedness, and to secure the prompt payment thereof at maturity, the undersigned James C. Fuller and wife, Kimberly D. Fuller (hereafter, the "Mortgagors"), do hereby grant, bargain, sell and convey unto the said James Harold Ingram and Ethelene M. Ingram (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 2017 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. No Trees to be cut before balance of purchase price is paid in full, except where house and driveway are located. Mortgagor may not cut any timber located on the Property without the advance written consent of Mortgagee. The proceeds from any timber cut with Mortgagee's permission shall be paid to Mortgagee but not applied to the Indebtedness.

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 James C. Fuller and wife, Kimberly D. Fuller, have hereunto set their signature and seal, this 27th day of February, 2017.

WITNESS:

James C. Fuller

Kimberly D. Fuller
Kimberly D. Fuller

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned a Notary Public in and for said County, in said State, hereby certify that James C. Fuller and Kimberly D. Fuller, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 27th day of February, 2017.

Notary Public

My Commission Expires: 9/11/19



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EXHIBIT "A"
LEGAL DESCRIPTION

TRACT I:

Commence at the NW corner of the NE 1/4 of the NE 1/4 of Section 1, Township 21 south, Range 1 East and run East along the North line thereof 376.00 feet to the Point of Beginning ; thence continue along the last described course 452.05 feet; thence 89 degrees 59 minutes 53 seconds right and run 696.00 feet; thence 90 degrees 00 minutes 07 seconds right and run 450.20 feet; thence 89 degrees 50 minutes 06 seconds right and run 696.00 feet to the Point of Beginning. Situated in Shelby County, Alabama.

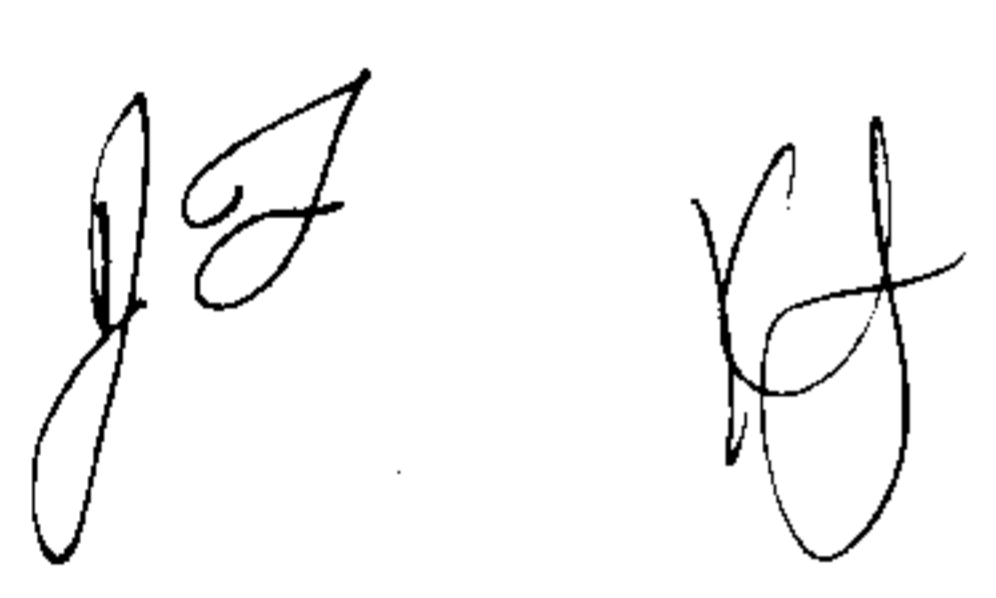
According to the survey of Thomas E. Simmons, LS 12945, dated December 31, 1991.


TRACT II:

Commence at the Northeast corner of Section 1, Township 21 South, Range 1 East; thence proceed in a southerly direction along the East boundary of said section for 1324.93 feet to the Southeast corner of the NE 1/4 of the NE 1/4; Section 1, Township 21 South, Range 1 East; thence turn an angle of 90 degrees 04 minutes 37 seconds to the right and run along the South boundary of said 1/4-1/4 section for 500.94 feet to a point; thence turn an angle of 90 degrees 00 minutes to the right and run 210.00 feet to the point of beginning of the parcel of land herein described; thence continue in the same direction for 210.00 feet to a point; thence turn an angle of 90 degrees 00 minutes left and run 210.00 feet to a point; thence turn an angle of 90 degrees 00 minutes left and run 210.00 feet to a point; thence turn an angle of 90 degrees 00 minutes left and run 210.00 feet to the point of beginning. Said parcel is lying in the NE 1/4 of NE 1/4, Section 1, Township 21 South, Range 1 East. Situated in Shelby County, Alabama.

ALSO, conveyed:

Beginning at the Northeast corner of above Tract II and run North along an extension of the East line of Tract II 215.51 feet; thence turn left 90 degrees 00 minutes and run West to the center of an unnamed dirt road; thence turn left and run southerly along the centerline of said unnamed dirt road a distance of 215 feet, more or less, to a point due West of the Northwest corner of Tract II; thence turn left and run East along the North line of Tract II an extension thereof a distance of 220 feet, more or less, to the point of beginning; Also, beginning at the Southwest corner of Tract II and run West a distance of 40 feet; thence turn right and run North a distance of 30 feet, more or less, to the centerline of an unnamed dirt road; thence continue northerly along the centerline of said unnamed dirt road to a point due West of the Northwest corner of Tract II; thence turn right and run East a distance of 10 feet, more or less, to the Northwest corner of Tract II; thence turn right and run South along the West line of Tract II, a distance of 210.00 feet to the point of beginning. Situated in the NE 1/4 of NE 1/4, Section 1, Township 21 South, Range 1 East, Shelby County, Alabama.




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