


This is a Purchase Money Mortgage

THIS INSTRUMENT PREPARED BY:

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Shelby Cnty Judge of Probate, AL
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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 28, 2017. The grantor is **Gallant Lake, LLC**. ("Borrower"). This Security Instrument is given to **Gene Borgosz** ("Lender"). Borrower owes Lender the principal sum of **Two Hundred, Fifty Thousand Dollars** (U.S.\$250,000.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for quarterly payments, with the full debt, if not paid earlier, due and payable on November 1, 2017. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and that certain Agreement of even date herewith between the Borrower and Lender and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in Shelby County, Alabama:

PARCEL #5

A parcel of land situated in the South ½ of Section 21 and the NE ¼ of Section 28, all in Township 20 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at the NW corner of the SW ¼ of the SE ¼ of Section 21, Township 20 South, Range 1 West, Shelby County, Alabama; thence along the West line of the SE ¼ of said Section 21, N 00°11'43" E a distance of 303.49'; thence S 82°07'09" E a distance of 1704.39'; thence S 13°03'01" W a distance of 109.98'; thence with a curve turning to the left with an arc length of 138.12', with a radius of 400.00', with a chord bearing of S 03°09'30" W, with a chord length of 137.44'; thence S 06°44'02" E a distance of 739.87'; thence with a curve turning to the left with an arc length of 609.04', with a radius of 575.00', with a chord bearing of S 37°04'39" E, with a chord length of 580.96'; thence S 67°25'16" E a distance of 87.42'; thence S 54°38'00" W a distance of 784.28'; thence N 52°23'40" W a distance of 131.09'; thence with a curve turning to the right with an arc length of 91.73', with a radius of 325.00', with a chord bearing of N 44°18'31" W, with a chord length of 91.43'; thence N 36°13'21" W a distance of 436.41' to a point on the South line of said Section 21; thence along the South line of said Section 21, S 89°15'54" W a distance of 1951.24' to a point on the centerline of Salster Branch; thence along the centerline of Salster Branch the following bearings and distances: N 29°32'34" E a distance of 84.76'; N 14°35'06" W a distance of 41.10'; N 71°33'27" W a distance of 74.29'; N 54°49'56" E a distance of 71.01'; N 06°31'08" E a distance of 47.18'; N 85°45'01" W a distance of 77.02'; N 01°38'48" E a distance of 44.53'; N 35°36'41" E a distance of 99.90'; S 81°39'22" E a distance of 133.44'; N 05°42'36" E a distance of 117.97'; N 06°31'48" W a distance of 168.83'; N 70°09'55" W a distance of 113.16'; S 58°21'11" W a distance of 69.66'; N 83°34'27" W a distance of 45.13'; N 27°28'06" W a distance of 46.28'; N 44°48'12" E a distance of 66.04'; N 27°17'09" W a distance of 31.33'; S 86°48'16" W a distance of 68.80'; N 29°09'26" E a distance of 46.33'; N 80°17'12" E a distance of 52.68'; N 66°09'33" E a distance of 64.43'; S 86°44'19" E a distance of 57.84'; N 28°00'14" W a distance of 36.40'; N 76°38'30" W a distance of 37.74'; N

16°51'52" W a distance of 57.26'; N 81°27'47" W a distance of 108.07'; N 59°19'14" E a distance of 71.72'; S 81°46'42" E a distance of 49.68'; N 70°27'33" E a distance of 43.29'; N 00°28'36" W a distance of 88.76'; N 20°50'51" W a distance of 27.88'; N 66°07'13" W a distance of 61.70'; S 69°59'32" W a distance of 52.60'; N 59°22'16" W a distance of 38.57'; N 40°13'58" E a distance of 56.29'; N 61°50'31" E a distance of 40.29'; N 21°24'26" E a distance of 24.89'; N 56°39'S1" W a distance of 54.74'; N 50°09'45" W a distance of 46.01'; N 55°21'38" E a distance of 133.29'; N 39°20'14" W a distance of 36.64' to a point on the North line of the South ½ of the SW ¼ of said Section 21; thence along the North line of the South ½ of the SW ¼ of said Section 21 and leaving the centerline of Salster Branch, N 88°06'08" E a distance of 876.75' to the Point of Beginning.

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payments and Late Charges. Borrower shall promptly pay when due (i) the interest on the debt evidenced by the Note, (ii) the principal on the debt evidenced by the Note principal when due under the Note on the maturity date and (iii) late charges due under the Note.

2. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If the Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more actions set forth above within 10 days of the giving of notice.

3. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and

Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that the Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

4. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

5. Governing Law; Severability. This instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

6. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

7. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law.



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Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19 including, but not limited to, reasonable attorneys' fees and cost of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in SHELBY COUNTY, ALABAMA, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

8. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.


20. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

ATTEST:

Gallant Lake, LLC


Connor Farmer
It's Member

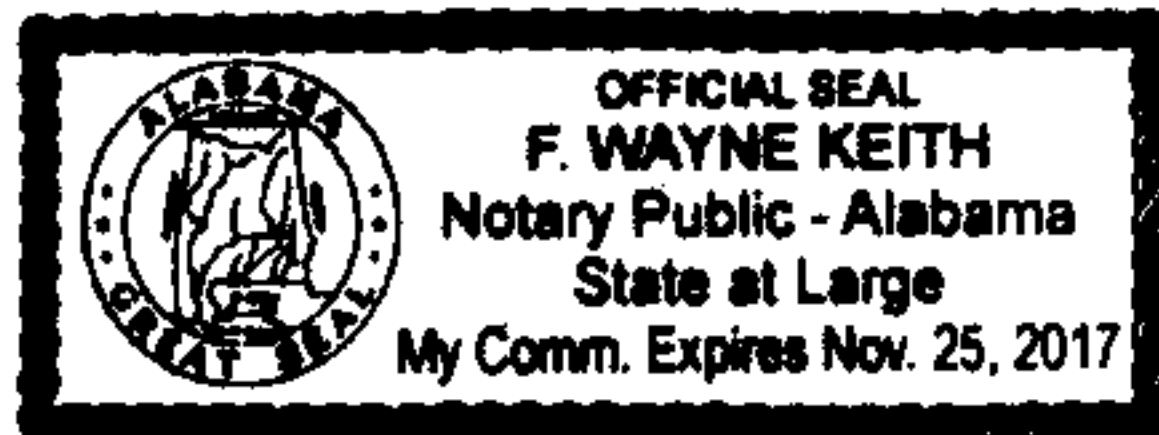

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STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that, Connor Farmer, whose name as Member of Gallant Lake, LLC, an Alabama limited liability company is signed to the foregoing conveyance and who is known to me, acknowledged before me, that, being informed of the contents of the conveyance, he as such Member of Gallant Lake, LLC and with full authority executed the same voluntarily for and as the act of the limited liability company.

Given under my hand and seal this the 28th day of April, 2017.



A handwritten signature in black ink, appearing to be "F. Wayne Keith", written over a horizontal line.

Notary Public



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