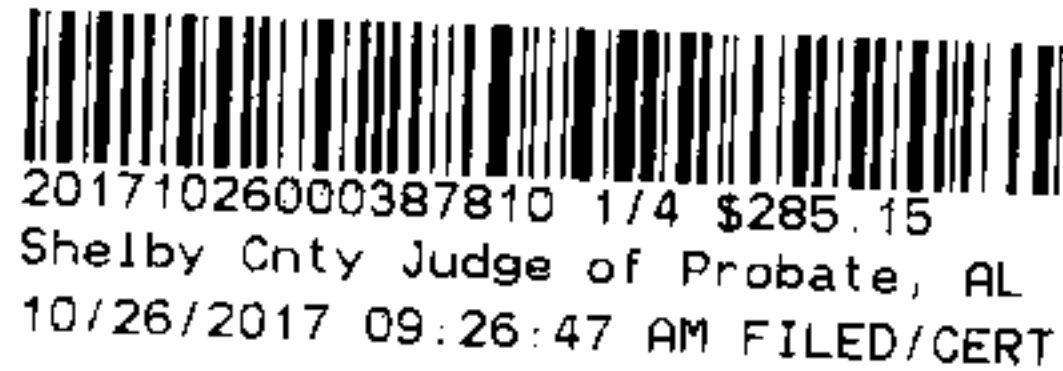


THIS INSTRUMENT PREPARED BY:

F. Wayne Keith  
Law Offices of F. Wayne Keith PC  
120 Bishop Circle  
Pelham, Alabama 35124



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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 17, 2017. The grantor is Bruce Aaron Randall, a married man. This Security Instrument is given to Gallant Lake, LLC ("Lender"). Borrower owes Lender the principal sum of One Hundred, Seventy Four Thousand, Five and 90/100's Dollars (U.S. \$174,005.90). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for a balloon payment of the full debt, if not paid earlier, due and payable on December 1, 2017. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications; (b) the payment of all other sums, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument 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:

A parcel of land situated in the SW 1/4 of the NE 1/4, the NW 1/4 of the SE 1/4, the NE 1/4 of the SW 1/4, and the SE 1/4 of the NW 1/4 of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the SW corner of the NW 1/4 of the SE 1/4 of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama; thence N 88°43'59" W a distance of 206.28' to a point in the centerline of a branch; thence along the centerline of said branch the following bearings and distances: N 28°53'34" W a distance of 64.84'; N 40°56'40" W a distance of 100.49'; N 00°09'43" W a distance of 388.85' to the Point of Beginning; thence continue N 00°09'43" W a distance of 925.95'; N 01°26'28" E a distance of 383.31'; N 67°39'45" W a distance of 65.48'; N 04°43'07" W a distance of 64.17' to a point in the centerline of Beaverdam Creek; thence along the centerline of Beaverdam Creek the following bearings and distances: N 62°16'18" E a distance of 172.99'; S 51°48'56" E a distance of 39.14'; S 14°23'07" W a distance of 76.28'; S 00°45'39" E a distance of 40.13'; S 42°49'39" E a distance of 80.75'; S 12°20'33" E a distance of 75.33'; N 61°50'40" E a distance of 49.02'; N 45°24'30" E a distance of 55.69'; S 81°40'22" E a distance of 19.74'; S 48°58'41" E a distance of 139.92'; S 72°28'19" E a distance of 83.91'; N 25°43'04" W a distance of 95.66'; N 12°26'31" E a distance of 83.45'; N 66°13'47" E a distance of 33.00'; S 87°36'54" E a distance of 160.11'; S 20°22'17" E a distance of 116.07'; S 17°03'24" W a distance of 92.47'; S 50°22'42" E a distance of 139.86'; S 18°12'47" W a distance of 138.81'; thence S 64°28'32" E and leaving the centerline of Beaverdam Creek, a distance of 19.97'; thence N 58°54'49" E a distance of 316.51'; thence N 62°26'22" E a distance of 73.95'; thence N 62°16'07" E a distance of 144.38'; thence S 03°02'10" E a distance of 200.01'; thence S 89°14'12" E a distance of 426.49' to a point on the West right of way of Shelby County Highway #17; thence along said right of way with a curve turning to the left with an arc length of 348.66', with a radius of 1,313.07', with a chord bearing of S 07°47'13" W, with a chord length of 347.64'; thence S 00°10'48" W along said right of way a distance of 150.69' to a point in the centerline of Beaverdam Creek; thence along the centerline of Beaverdam Creek the following bearings and distance: N 30°15'04" W a distance of 88.02'; N 54°29'29" W a distance of 100.19'; N 81°50'28" W a distance of 45.68'; S 77°56'02" W a distance of 122.51'; thence S 00°48'16" W and leaving the centerline of Beaverdam Creek, a distance of 34.36'; thence S

35°14'55" W a distance of 23.73'; thence S 75°58'01" W a distance of 77.18'; thence S 16°07'06" W a distance of 529.59'; thence N 89°44'44" W a distance of 1,054.81' to the Point of Beginning.

Subject to a 30' ingress, egress & utilities easement situated in the NW 1/4 of the SE 1/4 of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the SW corner of the NW 1/4 of the SE 1/4 of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama; thence N 88°43'59" W a distance of 206.28' to a point in the centerline of a branch; thence along the centerline of said branch the following bearings and distances: N 28°53'34" W a distance of 64.84'; N 40°56'40" W a distance of 100.49'; N 00°09'43" W a distance of 388.85'; thence S 89°44'44" E and leaving the centerline of said branch, a distance of 1,054.81' to the Point of Beginning of a 30' ingress, egress & utilities easement lying 15' to either side of the following described centerline: N 16°07'06" E a distance of 529.59'; N 75°58'01" E a distance of 77.18'; N 35°14'55" E a distance of 23.73'; N 00°48'16" E a distance of 34.36'; N 00°48'16" E a distance of 25.74'; N 46°30'08" E a distance of 29.25'; N 74°41'38" E a distance of 187.61'; S 65°09'23" E a distance of 98.15', more or less, to a point on the West right of way of Shelby County Highway #17, said point being the Point of Ending of the centerline of said easement.

**\*\*\*No title opinion was requested and none is offered by the Preparer of this Mortgage.\*\*\***

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.

Borrower and Lender covenant and agree as follows:

- **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- **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.



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- **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.
- **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.
- **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. 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.
- **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded the permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- **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.
- **Acceleration: Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration unless applicable law provides otherwise). 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




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secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 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. 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.

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.

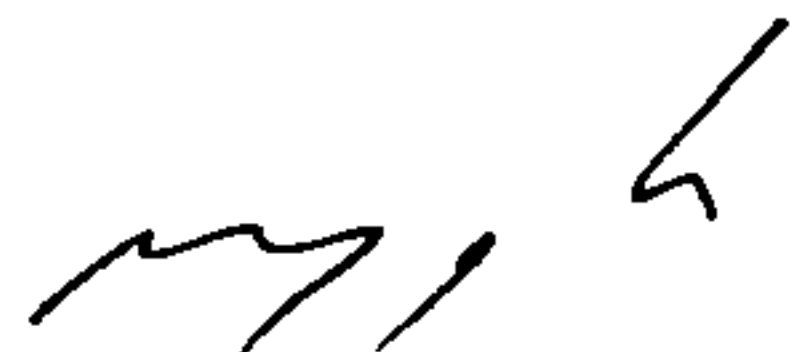
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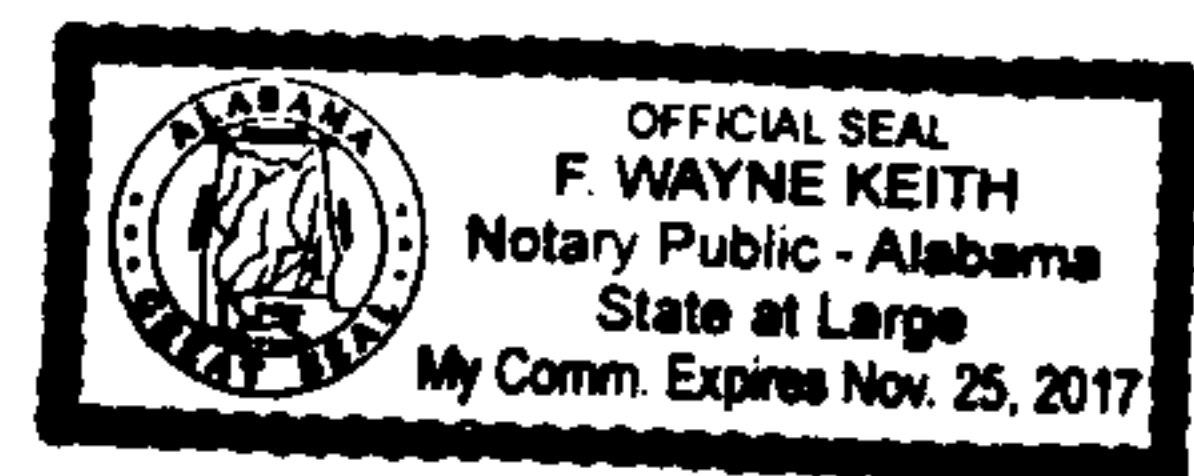
  
Bruce Aaron Randall


STATE OF ALABAMA  
COUNTY OF SHELBY

On this the 17th day of October, 2017, I, the undersigned, a Notary Public in and for said county an in said state, hereby certify that Bruce Aaron Randall, whose name 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 executed the same voluntarily and as his act on the day the same bears date.

Given under my hand and seal of office on the 17th day of October, 2017.

  
Notary Public



  
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