This instrument prepared by:
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1025 Montgomery Hwy., Ste 212
Vestavia Hills AL 35216
979-5210; File: RE010-17

20171030000391050 1/2 $48.00
Shelby Cnty Judge of Probate, AL
10/30/2017 09:54:00 AM FILED/CERT

# MORTGAGE

STATE OF ALABAMA )
TUSCALOOSA COUNTY )

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS,

Allie C. Boyd, III,

(hereinafter called "Mortgagor,") is indebted to

Robert A. Boyd, Sr.

(hereinafter called "Mortgagee,"), in the sum of Twenty Thousand and 00/100 Dollars ($20,000.00), plus an additional amount for any future written-evidenced advancements, evidenced by a Promissory Note of even date herewith.

AND WHEREAS, Mortgagor agrees, in incurring said indebtedness, that this Mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagor,

Allie C. Boyd, III,

and all others executing this Mortgage, does hereby grant, bargain, sell and convey unto the Mortgagee the following described Real Estate, situated in TUSCALOOSA COUNTY, Alabama, to-wit:

Lot 26, according to the Survey of Plat of Stone Forest Subdivision, as recorded in Map Book 2004, Page 113, in the Probate Office of Tuscaloosa County, Alabama.

Source of Title: Deed Book 2005, Page 7406.

This Mortgage is second and subordinate to any previously-filed Mortgage(s).

Said property is warranted as being free and clear of and from all liens, encumbrances and adverse claims, except as may be stated hereinabove.

To Have and To Hold the above-granted property unto the said Mortgagee, Mortgagee's successors, heirs and assigns forever; and, for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all Taxes or assessments when imposed legally upon said premises, and, should default be made in the payment of same, the said Mortgagee may, at Mortgagee's option, pay off the same; and to further secure said indebtedness, above-named and undersigned agrees to keep the improvements on said Real Estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, with companies satisfactory to the Mortgagee; with loss, if any, payable to said Mortgagee, as Mortgagee's interests may appear; and to promptly deliver said policies, or any renewal of said policies, to said Mortgagee; and, if undersigned fail to keep said property insured as above-specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may, at Mortgagee's option, insure said property for said sum for Mortgagee's own benefit; the policy, if collected, to be credited on said indebtedness, less costs of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance shall become a debt to said Mortgagee or assigns, additional to the debt hereby specifically secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee or assigns, and be at once due and payable.

Upon conditions, however, that, if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended for Taxes, assessments and insurance, and interest thereon, then this conveyance shall be null and void; but, should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then, in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this Mortgage shall be subject to Foreclosure as now provided by law in case of past due Mortgages; and the said Mortgagee, agents or assigns, 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, by publication in some newspaper of general circulation published in said County and State, sell the same, in lots or parcels or en masse, as Mortgagee, agents or assigns deem best, in front of the Courthouse door of said County (or the division thereof), where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale as follows: 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 then be necessary to expend, in paying insurance, taxes or other encumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor. The undersigned further agrees that said Mortgagee, agents or assigns, may bid at said sale and purchase said property, if they are the highest bidder thereat; and undersigned further agrees to pay a reasonable Attorney's fee to said Mortgagee, or assigns, for the Foreclosure of this Mortgage, should the same be so Foreclosed, said fee to be a part of the debt hereinabove-described and hereby secured.

IN WITNESS WHEREOF, the undersigned, Allie C. Boyd, III, has hereunto set his signature and seal, this 13 day of October, 2017.

Allie C. Boyd, III
Allie C. Boyd, III

STATE OF ALABAMA )
TUSCALOOSA COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Allie C. Boyd, III, whose name is signed to the foregoing conveyance as Mortgagor, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my signature and official seal this 13 day of October, 2017.

Notary Public
My Commission Expires: 01/08/17