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MORT 1/4

This instrument was prepared by:  
Jeff W. Parmer  
Law Offices of Jeff W. Parmer, LLC  
2204 Lakeshore Drive, Suite 125  
Birmingham, AL 35209

This is a purchase money mortgage,  
the proceeds of which have been  
applied to the purchase price of  
the property herein described.

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**MORTGAGE**

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STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON)

**That Whereas**, Jeremy L. Hodges and wife, Candace B. Hodges (hereinafter called "Mortgagor"), is justly indebted, to Paula D. Brown, her heirs successors, and/or assigns (hereinafter called "Mortgagee") in the sum of Three Hundred Five Thousand and No/100 Dollars (\$305,000.00), evidence by one promissory note of even date herewith more particularly describing the terms and conditions therein.

**And Whereas**, Mortgagor agreed, 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, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to wit:

See attached Exhibit A.

Subject to existing easements, restrictions, set back lines, rights of way, limitations, if any, of record.

This is a purchase money mortgage the proceeds of which have been used to purchase the property described herein.

This mortgage is not assumable. Said underlying promissory note is due and payable in full upon the sale or transfer of the property described herein. "Sale or Transfer" includes but is not limited to attempted wrap-around mortgages, contracts for sale, or any other agreement providing for an immediate equitable transfer with a later full legal transfer, also including any lease-sales or leases which provide for an option to purchase.

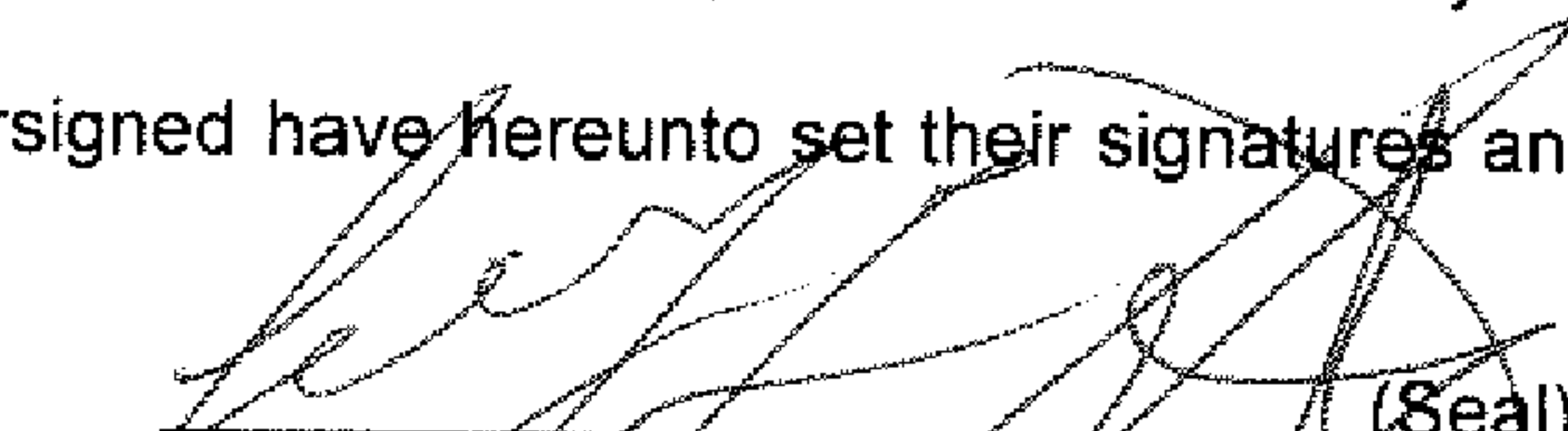
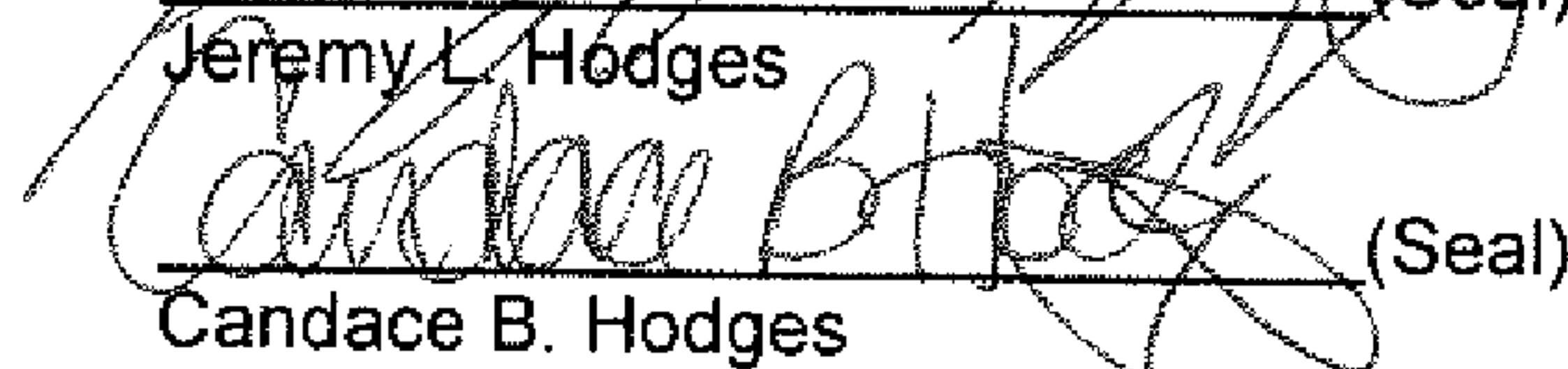
Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

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, first above named 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, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest 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 cost 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 specially 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 condition, however, that if the said Mortgagor pay said indebtedness, and reimburse said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, 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 incumbrance thereon, so as to endanger the debt by hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once becomes due and payable, and this mortgage 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 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 Court House 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: 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 and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefore; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, 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.

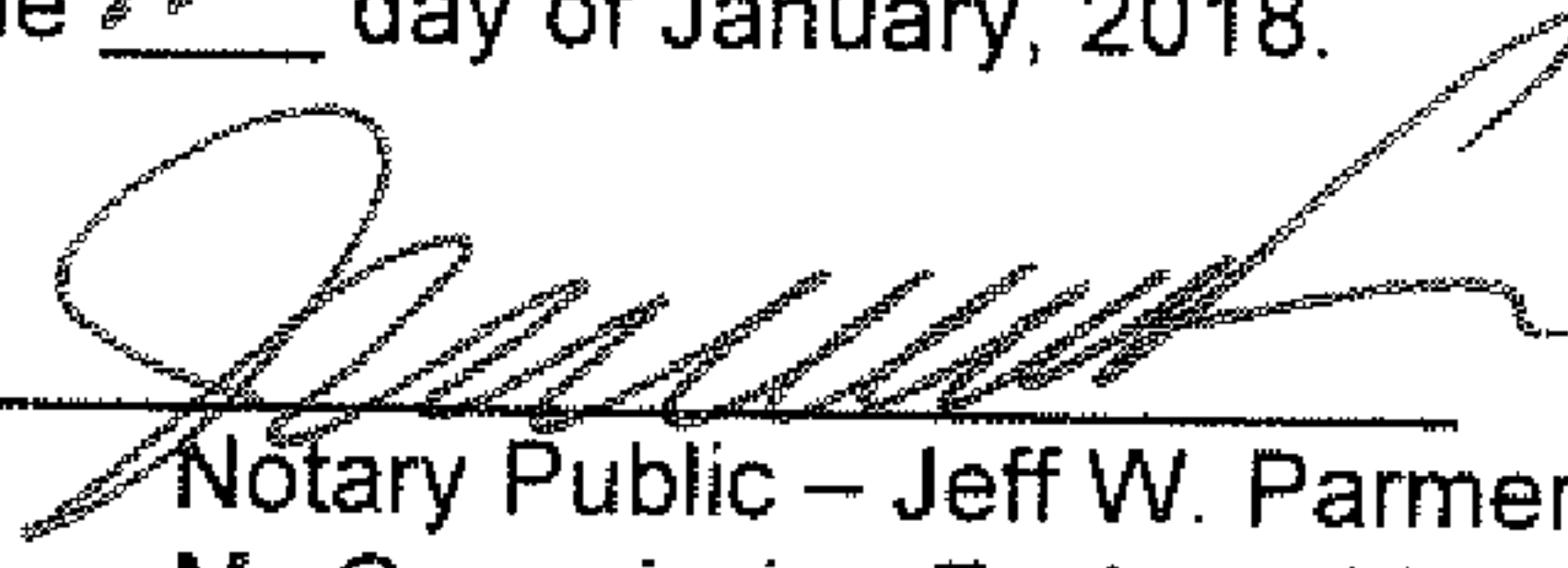
IN WITNESS WHEREOF the undersigned have hereunto set their signatures and seals, this 11 day of January, 2018.

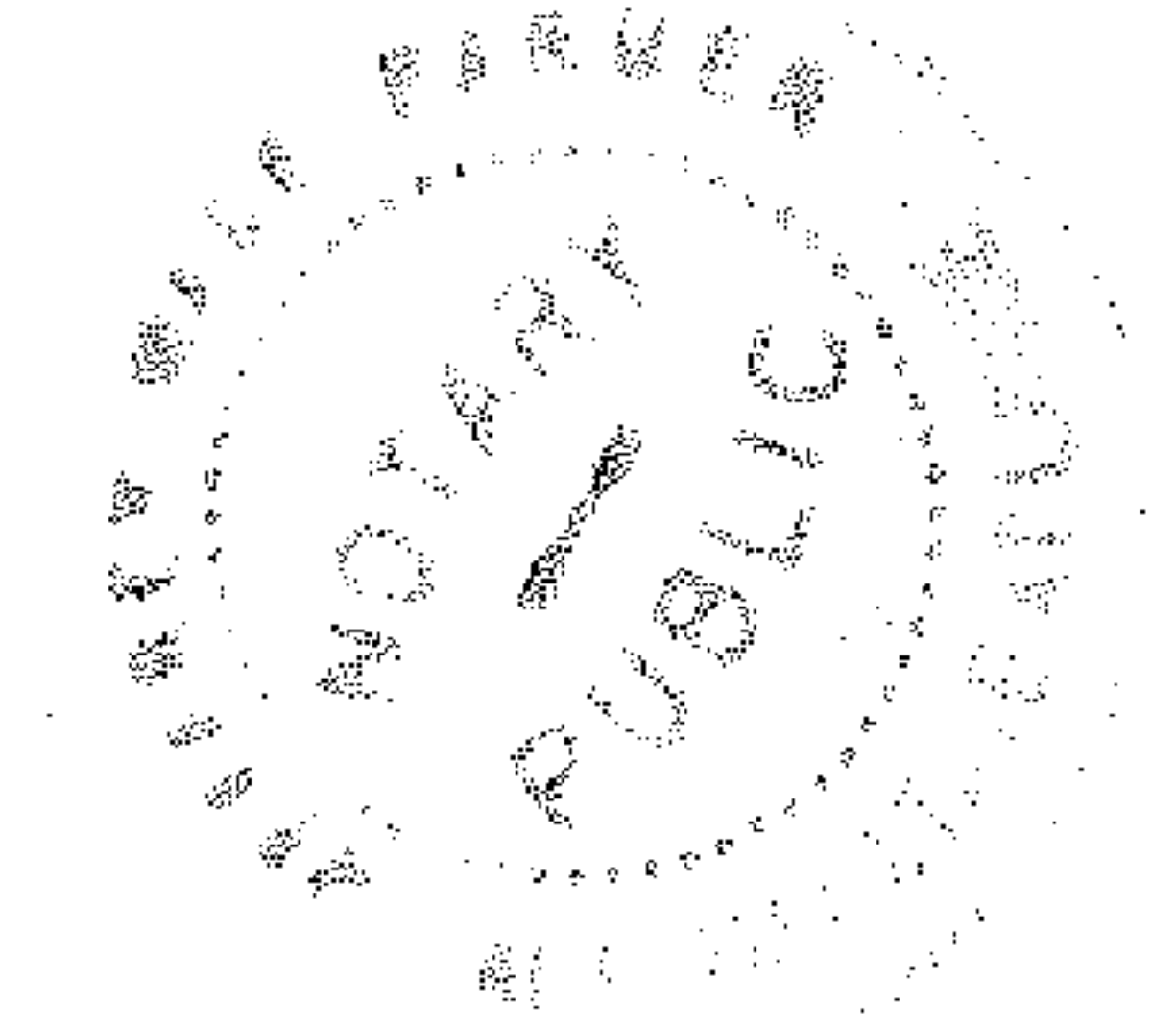
  
 \_\_\_\_\_ (Seal)  
 Jeremy L. Hodges  
  
 \_\_\_\_\_ (Seal)  
 Candace B. Hodges

STATE OF ALABAMA)  
 COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jeremy L. Hodges and Candace B. Hodges, whose names 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 official seal, this the 11<sup>th</sup> day of January, 2018.

  
Notary Public – Jeff W. Parmer  
My Commission Expires: 9/13/2020





**Exhibit A****Legal Description**

A parcel of land located in the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 2, Township 22 South, Range 4 West, Shelby County, Alabama described as follows: Commence at the Northwest Corner of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section and run East along the North boundary 394.46 feet; thence turn 95 degrees 35 minutes Right and Southerly along a fence line 578.83 feet; thence turn 84 degrees 25 minutes Right and run West 362.28 feet to the intersection of the West boundary of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section; thence turn 92 degrees 23 minutes 48 seconds Right and run North along said West boundary 576.14 feet to Point of Beginning.

And Also:

A Right-of-Way 30 feet in width whose Centerline is described as follows: commence at the Northwest corner of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section and run South along the West boundary 854.11 feet; thence turn 89 degrees 56 minutes 56 seconds Left and run East 453.14 feet to the centerline of said easement and the Point of Beginning; thence turn 92 degrees 03 minutes Left and run Northerly along said centerline 82.63 feet; thence turn 40 degrees 44 minutes 56 seconds Left and run Northwesterly along said Centerline 90.36 feet; thence turn 53 degrees 28 minutes 20 seconds Right and run Northerly along said Centerline 370.00 feet; thence turn 67 degrees 00 minutes Left and run Northwesterly along said Centerline 96.94 feet to the termination of said easement.

Situated in Shelby County, Alabama.

AND

A parcel of land located in the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 2, Township 22 South, Range 4 West, Shelby County, Alabama, described as follows: Commence at the Northwest corner of said  $\frac{1}{4}$  -  $\frac{1}{4}$  Section and run South along the West boundary 576.59 feet to the point of beginning; thence continue on the same line 277.52 feet; thence turn 89 degrees 56 minutes 56 seconds left and run Easterly 468.14 feet; thence turn 89 degrees 55 minutes 18 seconds right and run South 335.06 feet; thence turn 86 degrees 57 minutes left and run Easterly 464 feet; thence turn 86 degrees 57 minutes right and run South 22.4 feet; thence turn 90 degrees 03 minutes left and run Easterly 231.36 feet; thence turn 90 degrees 21 minutes 46 seconds left and run North 1284.52 feet, more or less, to the intersection of the North boundary of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section; thence turn 91 degrees 58 minutes left and run West along said boundary 758.32 feet to a fence; thence turn 84 degrees 25 minutes left and run South along said fence 578.83 feet, thence turn 84 degrees 25 minutes right and run West 362.28 feet the point of beginning.

Less and except the following described right of way:

A right of way 30 feet in width whose centerline is described as follows: Commence at the Northwest corner of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section and run South along the West boundary 854.11 feet; thence turn 89 degrees 56 minutes 56 seconds left and run East 453.14 feet to the centerline of said easement and the point of beginning; thence turn 104 degrees 08 minutes left and run Northerly along said centerline 82.63 feet; thence turn 40 degrees 44 minutes 56 seconds left and run Northwesterly along said centerline 90.36 feet; thence turn 53 degrees 28 minutes 20 seconds right and run Northerly along said centerline 370 feet; thence turn 67 degrees 00 minutes left and run Northwesterly along said centerline 95 feet to the termination of said easement.

Situated in Shelby County, Alabama.



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
01/11/2018 03:41:27 PM  
\$481.50 CHERRY  
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*James W. Fuhrmeister*