



20180118000017680 1/4 \$573.00
 Shelby Cnty Judge of Probate, AL
 01/18/2018 01:08:00 PM FILED/CERT

STATE OF ALABAMA)
) PURCHASE MONEY
 SHELBY COUNTY) MORTGAGE

NOW ALL MEN BY THESE PRESENTS: THAT WHEREAS JACK HUSTED, hereinafter called "Party of the First Part," is justly indebted to SHU C. SHURETT also known as Shu C. Shurrett, hereinafter called "Party of the Second Part," in the principal sum of Three Hundred Sixty Six & 00/100 (\$366,000.00) Dollars payable in full within fifteen (15) years or one hundred and eighty monthly installments beginning on June, 10, 2017.

NOW, in order to secure the prompt payment of said note, when due, the Party of the First Part for and consideration of the premises, and the sum of One Dollars (\$1.00) in hand paid this date, to the Party of the Second Part by the Party of the First Part, does hereby GRANT, CONVEY AND QUITCLAIM to the Party of the Second Part of the following described real estate situated in Shelby County, Alabama, to-wit:

See Exhibit "A" attached hereto for legal description of Subject Property.

This Real Estate Mortgage is subject to any and all easements which appears recorded in the Shelby County, Alabama records and subject to the current year property taxes which are due and owing but not payable.

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the Party of the Second Part forever.

BUT THIS CONVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS NEVERTHELESS, that is to say, if the Party of the First Part shall well and truly pay, or cause to be paid, the said promissory note, and each and every installment thereof, and interest thereon, when due, and all other amounts which may become due hereunder when such become due, then this conveyance shall become null and void. But should the Party of the First Part fail to pay said note, or any installment thereof when due, or shall fail to pay any other sums that become due hereunder when due, then all of said indebtedness shall become due and payable at once, at the option of the Party of the Second Part. However, failure of the Party of the Second Part to enforce this provision as to one or more delinquent installments or

other amounts due hereunder shall not be a waiver of the right to subsequently invoke such provision. Upon any such default by the party of the First Part, the Party of the Second Part or the successors, heirs, assigns, agents, or attorneys of the authorized and empowered to sell the said property hereby conveyed at auction for cash at the Courthouse door of the County in which said property is situated, after first having given notice thereof for three (3) weeks by publication in any newspaper then published in the county in which said property is situated, and to execute a property conveyance to the purchaser and out of the sale proceeds to the Party of the Second Part shall first pay all expenses incident thereto, together with a reasonable attorney's fee, then retain enough to pay said note and interest thereon and any sums advanced by the Party of the Second Part for taxes, assessments, insurance, and other encumbrances, if any. The balance, if any, shall be paid over to the Party of the First Part. In the event of such sale, the Party of the Second Part, or the successors, assigns, agents or attorneys of the party of the Second Part are hereby authorized and empowered to purchase the said property the same as if they were strangers to this conveyance and any such sale, and the auctioneer or person making the sale is empowered and directed to make and execute a deed to the purchaser at such sale in the name of the Party of the First Part.

It is also agreed that in case the Party of the Second Part, or the heirs, successors or assigns of the Party of the First Part, see fit to foreclose this mortgage in a court having proper jurisdiction, that the Party of the First Part will pay a reasonable attorney's fee for the bringing and prosecution of such foreclosure action and for any appeals therefrom, together with all costs of litigation incurred by the Party of the Second Part, all of which shall be and constitute a part of the debt hereby secured.

The Party of the First Part specially waives all exemptions which Party of the First Part now or hereafter may be entitled to under the Laws and Constitution of the State of Alabama in regard to the collection of the debt secured hereby.

The Party of the First Part agrees to keep said property in good repair, normal wear and tear excepted, and further agrees to keep homeowners insurance on the subject property with good and responsible companies acceptable to the Party of the Second Part for not less than the value of the dwelling, and to have each such policy payable to the Party of the Second Part, as the Party of the Second Part's interest may appear in said property, and further agrees to deliver copies of such paid-up policies to the Party of the Second Part. Should the Party of the First Part fail to insure said property, then the Party of the Second Part is hereby authorized to do so, and the premiums so paid by the Party of the Second Part shall be and constitute a part of the debt secured hereby.

The Party of the First Part agrees to pay all taxes and assessments, general or special, levied upon such property before such become delinquent. Should the Party of the First Part fail to pay any such taxes or assessments before they become delinquent,

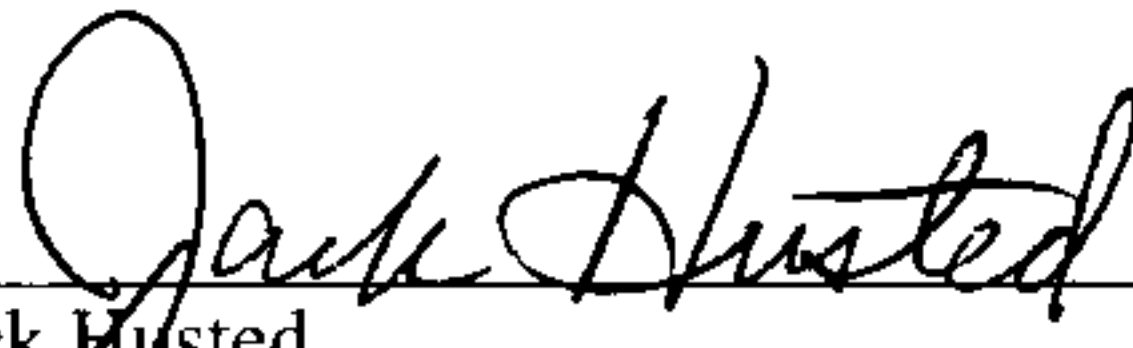


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then the Party of the Second Part is hereby authorized to do so, and all such payments shall thereupon constitute a part of the debt secured hereby.

Should the Party of the First Part fail to procure proper insurance, or fail to pay any taxes or assessments, as hereinabove provided, and should the Party of the Second Part pay the same, then the Party of the First Part shall be deemed to have materially breached the terms of this instrument if the Party of the First Part fails to reimburse the Party of the Second Part for the same plus interest at the rate specified hereinabove within ten (10) days after the Party of the Second Part gives the Party of the First Part written demand by first class mail of the amounts due.

IN WITNESS THEREOF, the Party of the First Part has executed this Mortgage with seal affixed on the 14TH day of June, 2017 at Pelham, Alabama.




Jack Husted
(Party of the First Part)

State of Alabama)
Counties of Shelby)

I, the undersigned authority, a Notary Public in and for said Counties in said State, hereby certify that Jack Husted, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day set out below.

Given under my hand this the 14~~th~~ day of June, 2017.



(Notary Public)

MY COMM: EXP: 6/27/2014



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EXHIBIT "A"

Commence at the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 17, Township 20 South, Range 2 West; thence run Westerly along the North line thereof for 323.96 feet; thence 90 degrees 38 minutes 06 seconds left run Southerly 154.51 feet to the point of beginning; thence 91 degrees 06 minutes 49 seconds right run Westerly 1,128.96 feet to the centerline of a branch; thence run Southerly along the centerline of said branch the following courses: 144 degrees 22 minutes 03 seconds left 83.11 feet; thence 9 degrees 47 minutes 25 seconds left 155.76 feet; thence 13 degrees 59 minutes 57 seconds right 251.85 feet; thence 19 degrees 30 minutes 08 seconds right 100.00 feet; thence 18 degrees 13 minutes right 88.59 feet; thence 17 degrees 53 minutes left 117.54 feet; thence 15 degrees 39 minutes 30 seconds left 65.07 feet; thence 29 degrees 04 minutes 20 seconds right 19.46 feet; thence 37 degrees 18 minutes 55 seconds left 121.86 feet; thence 28 degrees 25 minutes 40 seconds right 124.07 feet; thence 10 degrees 59 minutes 38 seconds right 179.13 feet; thence 30 degrees 34 minutes left 226.41 feet; thence 26 degrees 45 minutes right 175.00 feet; thence 23 degrees 10 minutes right 137.66 feet; thence 44 degrees 51 minutes left 49.99 feet to the Northerly right of way of Shelby County Highway #11; thence 90 degrees 00 minutes left run Northeasterly along said right of way for 94.21 feet to a curve to the right (having a radius of 8,889.69 feet and a central angle of 3 degrees 27 minutes 56 seconds); thence run along said curve and right of way for 537.71 feet; thence 71 degrees 21 minutes 34 seconds left for 97.96 feet; thence 14 degrees 52 minutes 21 seconds right run Northerly 283.64 feet; thence 90 degrees 00 minutes left run Westerly 139.58 feet; thence 93 degrees 00 minutes 05 seconds right for 71.84 feet; thence 119 degrees 18 minutes 19 seconds left 84.61 feet to a curve concave Easterly (having a radius of 209.57 feet and a central angle of 69 degrees 14 minutes 05 seconds); thence 107 degrees 06 minutes 40 seconds right to chord of said curve run Northerly along said curve 253.23 feet; thence along the tangent of said curve for 73.64 feet; thence 36 degrees 12 minutes left for 36.68 feet; thence 79 degrees 13 minutes 29 seconds left run Westerly 73.95 feet; thence 97 degrees 00 minutes 53 seconds right run Northerly 252.15 feet; thence 3 degrees 03 minutes 22 seconds left run Northerly 95.26 feet to the point of beginning.

All being situated in Shelby County, Alabama.



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