

STATE OF ALABAMA)
)
SHELBY COUNTY)

MORTGAGE

THIS MORTGAGE, is made and entered into effective as of the 31 day of January, 2018, by and between **Duane D. Chapman and wife, Sarah Chapman**, whose address is 129 Dunstan Drive, Birmingham, Alabama 35242 (hereinafter referred to as the "Mortgagor"), in favor of **Energy Deep Resources, Inc.** a(n) Alabama Corporation, whose address is c/o Rodney Nolen, Sirote & Permutt, P.C., 2311 Highland Avenue South, Birmingham, Alabama 35205 (hereinafter referred to as the "Mortgagee"), to secure the payment of that certain judgment entered in the Circuit Court of Shelby County, Alabama on October 7, 2017 in case number CV2017-900720, in the amount **Fifty nine thousand, five hundred Dollars (\$59,500.00) post** plus costs together with post judgment interest at six (6%) percent as evidenced by a Certificate of Judgment recorded on November 6, 2017 in Inst. No. 20171106000402060 in the Office of the Judge of Probate of Shelby County, Alabama (together with any and all amendments thereto, the "Judgment") and payable according to the terms of Alabama Statute.

NOW, THEREFORE, in consideration of the premises, the Mortgagor does hereby mortgage, grant, bargain, sell and convey unto the Mortgagee the following described real estate situated in Shelby County, Alabama (the "Property"), to-wit:

Lot 31-27, according to the Survey of Highland Lakes, 31st Sector, Phase I, an Eddleman Community, as recorded in Map Book 34, Page 149, in the Office of the Judge of Probate of Shelby County, Alabama.

THE MORTGAGED PROPERTY is unencumbered except for those matters set forth on EXHIBIT "A".

TO HAVE AND TO HOLD FOREVER, unto the said Mortgagee, Mortgagee's heirs, legal representatives, successors and assigns.

For the purpose of further securing the payment of the indebtedness, the Mortgagor agrees to pay all taxes or assessments when imposed legally upon the Property, and should default be made in the payment of same, the Mortgagee may at Mortgagee's option pay off the same; and to further secure the indebtedness, Mortgagor agrees to keep the improvements on the Property 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 Mortgagee as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if the undersigned fails to keep the Property insured as above specified, or fails to deliver said insurance policies to Mortgagee, then Mortgagee, or Mortgagee's assigns, may at Mortgagee's option insure the Property for said sum, for Mortgagee's own benefit, the policy if collected to be credited on the indebtedness, less cost of collecting same. All amounts so expended by Mortgagee for taxes, assessments or insurance, shall become a debt to Mortgagee or Mortgagee's assigns, additional to the debt hereby specially secured, and shall be covered by this



Mortgage, and bear interest at the same interest rate as the indebtedness secured hereby from date of payment by Mortgagee or Mortgagee's assigns and be at once due and payable.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the indebtedness, and reimburses Mortgagee or Mortgagee's assigns for any amounts Mortgagee may have expended, then this conveyance shall be null and void; but should default be made in the payment of any sum expended by the Mortgagee or Mortgagee's assigns, or should the indebtedness hereby secured, or any part thereof, or the interest thereon remain unpaid at maturity, or should the interest of Mortgagee or Mortgagee's assigns in the 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 the indebtedness hereby secured, at the option of Mortgagee or Mortgagee's assigns, shall at once become due and payable, and this Mortgage shall be subject to foreclosure as now provided by law in the case of past due mortgages, and the Mortgagee, Mortgagee's agents or assigns shall be authorized to take possession of the Property hereby conveyed, and with or without first taking possession, after giving notice of the time, place and terms of sale, together with a description of the Property, by publication once a week for three consecutive weeks, in some newspaper published in the county and state where the real estate is located (which sale may be adjourned by the Mortgagee, or its agent, and reset at a later date; provided that an announcement to that effect be made at the scheduled place of sale at the time and on the date the sale is originally set, and the original notice shall be published once again with a statement at the bottom that said sale has been postponed and the date when it will occur), and sell the same in lots or parcels or en masse as Mortgagee, Mortgagee's agents or assigns deem best, in front of the courthouse door of the county (or the division thereof), where the real estate is located, at public outcry, to the highest bidder for cash and apply the proceeds of sale: First, to the expense of advertising, selling and conveying, including such attorney's fees as are allowed by law; 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 the other encumbrances, with interest thereon; Third, to the payment of the indebtedness secured by any superior mortgages 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; Fourth to the payment of the indebtedness secured hereby 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 Fifth, the balance, if any, to be turned over to the Mortgagor. Mortgagor further agrees that Mortgagee, Mortgagee's agents or assigns may bid at said sale and purchase the Property, if the highest bidder therefor. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

The Mortgagor represents and warrants that the Property subject to this Mortgage does not constitute the homestead of the Mortgagor or the Mortgagor's spouse.


The term "Mortgagor", wherever used herein, shall mean the party or parties executing this Mortgage, jointly and severally, and all the covenants, conditions and agreements hereof shall bind their respective heirs, executors, administrators, successors and assigns and shall inure to the benefit of and be available to the heirs, executors, administrators, successors and assigns of Mortgagee. The rights, options, powers and remedies herein provided shall be cumulative and no one or more of them shall be exclusive of the other or others, or of any right or remedy now or hereafter given or allowed by law.



IN WITNESS WHEREOF, the undersigned Mortgagor has executed this Mortgage effective as of the day and year first above written.

MORTGAGORS:


DUANE D. CHAPMAN



SARAH CHAPMAN
(Only as joint title holder not Judgment Defendant)

STATE OF ALABAMA)
)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that DUANE D. CHAPMAN and SARAH CHAPMAN, husband and wife, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they executed the same voluntarily effective as of the day the same bears date.

GIVEN under my hand and seal, this 31 day of January, 2018.

[NOTARIAL SEAL]


Notary Public
My Commission Expires: 9/7/2020

This instrument prepared by:
Rodney E. Nolen, Esq.
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, Alabama 35205




20180301000066120 3/4 \$113.25
Shelby Cnty Judge of Probate, AL
03/01/2018 11:29:38 AM FILED/CERT

EXHIBIT "B"

Title Exceptions

SUBJECT TO:

1. Mortgage from Duane D. Chapman and Sarah Chapman to Countrywide Bank, N.A., in the original principal amount of \$359,120.00, dated September 27, 2006 and recorded October 12, 2006, as Instrument No. 20061012000504570, in said Probate Office. Last assigned to BAC Home Loans Servicing, L.P. by virtue of instrument recorded as Instrument No. 20090828000334060, in said Probate Office.
2. Verified Statement of Lien in favor of O. Jay Fence Company, in the amount of \$12,680.00, recorded December 3, 2007, as Instrument No. 20071203000546830, in said Probate Office. (No search has been made of the Circuit Court records concerning enforcement of said lien.)
3. Lien for Assessments in favor of Highland Lakes Residential Association, Inc., in the amount of \$691.48, recorded March 26, 2009, as Instrument No. 20090326000111290, in said Probate Office.
4. Federal Tax Lien against Sarah C. Chapman, in the amount of \$22,089.61, recorded October 10, 2014, as Instrument No. 20141010000320690, in said Probate Office.
5. Judgment in favor of Energy Deep Resources, Inc. against VC Technology, LLC, in the amount of \$59,500.00, recorded November 6, 2017, as Instrument No. 20171106000402060, in said Probate Office.
6. No other mortgages or liens were found of record.
7. Taxes and assessments for the current year and subsequent years which are not yet due and payable.


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