

20180713000249600
07/13/2018 08:41:13 AM
MORT 1/8

This instrument prepared by:
Marcus L. Hunt
2870 Old Rocky Ridge Rd.
Birmingham, AL 35243

MORTGAGE

THIS MORTGAGE is made the ____ day of July, 2018 between the
Grantor, J.R. Watson, a married man (herein "Borrower") and the
Mortgagee, Michael Parr and his wife Deanna Parr (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Twenty-four thousand
and no/100 (\$24,000.00) Dollars, which indebtedness is
evidenced by Borrower's Note dated of even date herewith (herein "Note"), providing for
monthly installments of principal and interest with the balance of the indebtedness, if not sooner
paid, due and payable on July 10, 2019.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with
interest thereon, the payment of all other sums, with interest thereon, advanced in accordance
herewith to protect the security of this Mortgage, and the performance of the covenants and
agreements of Borrower herein contained, Borrower does hereby grant and convey to Lender and
Lender's successors and assigns, with power of sale, the following described property located in
the County of Shelby, State of Alabama, to-wit:

See Exhibit A as legal description attached herein for all purposes.

Subject to: All easements, restrictions and rights of way of record.

The proceeds of this loan have been applied to the purchase price of the property herein conveyed to
mortgagor simultaneously herewith.
Mortgagor is a married man, however the property herein is not the homestead of
the mortgagor or his spouse.

TO HAVE AND TO HOLD such property unto Lender and Lenders' 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, water rights and water stock, and all fixtures now or hereafter attached to the Property, all
of which, including replacements and additions thereto, shall be deemed to be and remain a part
of the property covered by this Mortgage; and all of the foregoing, together with said property (or
the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and
has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and
that Borrower will warrant and defend generally the title to the Property against all claims and
demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions
to coverage in any title insurance policy insuring Lender's interest in the Property.

UNIFORM COVENANTS, Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrowers shall promptly pay when due the
principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges
as provided in the Note.

2. Application of Payments. Unless applicable law provides otherwise, all payments
received by Lender under the Note and paragraphs 1 hereof shall be applied by Lender first in
payment of interest payable on the Note, then to the principal of the Note.

3. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and
impositions attributable to the Property which may attain a priority over this Mortgage, by
Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly

furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payments directly, Borrower shall promptly furnish to lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; agree in writing to the payment of the obligation secured by such lien in a matter acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. 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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

If the property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments. If under paragraph 16 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

Unless Lender and Borrower otherwise agree in writing, there shall, at no time, be any mobile homes placed upon the herein above described property, neither temporarily or permanently.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent,



then lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such actions as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorneys fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expenses or take any action hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property; provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigns and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments.

9. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and



may be exercised concurrently, independently or successively.

12. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

13. **Notice.** Except for any notice required under applicable law to be given in another manner (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

14. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

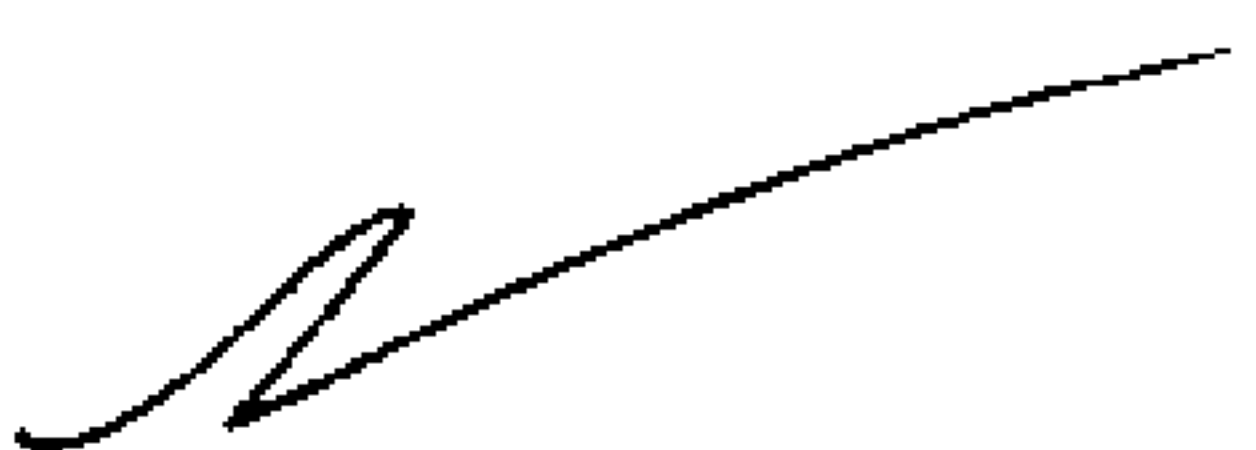
This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

15. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate, if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 15, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 13 hereof. Such notice shall provide a period of not less than 15 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 16 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

16. **Acceleration; Remedies.** Except as provided in paragraph 15 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenant to pay when due sums secured by this Mortgage, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable 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 reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 16, including, but not limited to, reasonable attorney's fees.



If Lender invokes the power of sale, Lender shall publish the notice of sale once a week for three consecutive weeks in some 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 said County during the legal hours of sale. Lender shall deliver to the purchaser Lender's deed conveying the Property so sold. Lender or Lender's 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 reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

17. Assignment of Rents; Appointment of Receiver, Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 16 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of managements of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account for only those rents actually received.

18. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this Mortgage, without charge to Borrower. Borrower shall pay all costs of recordation, if any.

19. Waiver of Homestead, Dower and Courtesy. Borrower hereby waives all rights of homestead exemption in the Property and relinquishes all right of dower and courtesy in the Property.

IN WITNESS WHEREOF, Borrowers have executed this Mortgage on the date first above written.

J.R. WATSON

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public, in and for said county and state, do hereby certify that J.R. WATSON, a married man, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me 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 seal this the 11th day of JULY, 2018.

Cassy L. Dailey
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5/17/22.

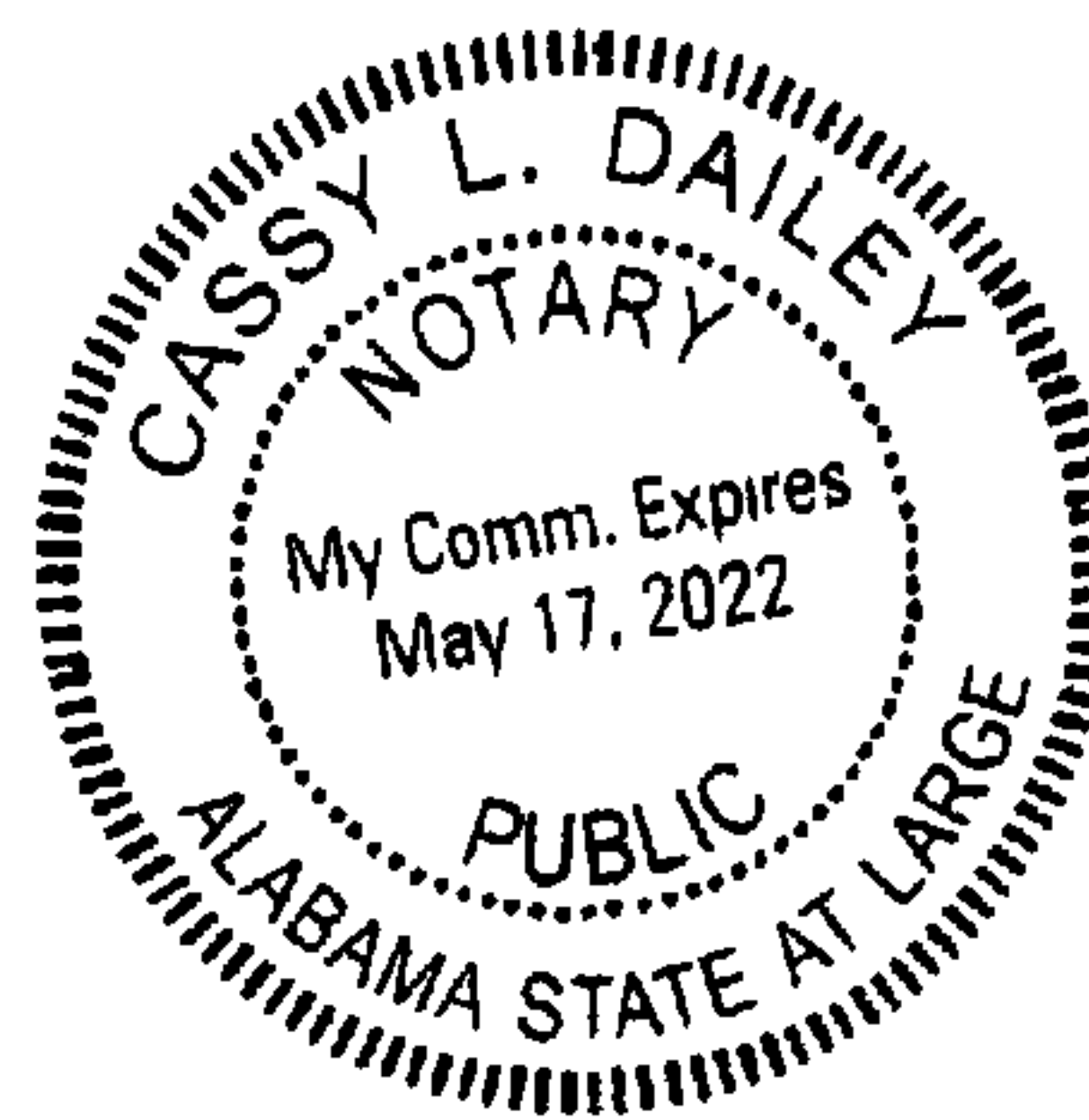


EXHIBIT "A"
LEGAL DESCRIPTION

File No.: 18-7955

A part of Lot #14, Block 6, according to the map and survey of Dunstons Map of Calera, as recorded in Map Book 3, Page 1, in the Office of the Judge of Probate of Shelby County, Alabama but more particularly described by metes and bounds as follows:

Beginning at a P.K. Nail corner 48.50' west of the west line of Railroad Street and on the immediate south line of Sixteenth Avenue and run thence N 88 degrees 40' 37" W along the said south line of Sixteenth Avenue a distance of 22.00' to a cross in concrete corner; Thence run S 00 degrees 44' 58" W along the west side of an existing building for 150', thence run east a distance of 22.00' to a rebar corner; Thence run N 00 degrees 44' 58" E a distance of 149.89 to the point of beginning, said property line passing along the easterly line in an existing building.

NOTE

\$ 24,000.00 Birmingham, Al. July 11, 2018

THE UNDERSIGNED, for value received, promise to pay to the order of Michael Parr and Deanna Parr

the sum of Twenty-four thousand and no/100

Dollars together with interest upon the unpaid portion thereof from date, at the rate of

-0- per cent per annum in monthly installments of

Two thousand and no/100 (\$2,000.00)

Dollars payable on the 10th day of each month after date, commencing August 10, 2018

until said sum is paid in full, payable at:

8545 Wilburn Cove, Navarre, Fl. 32566

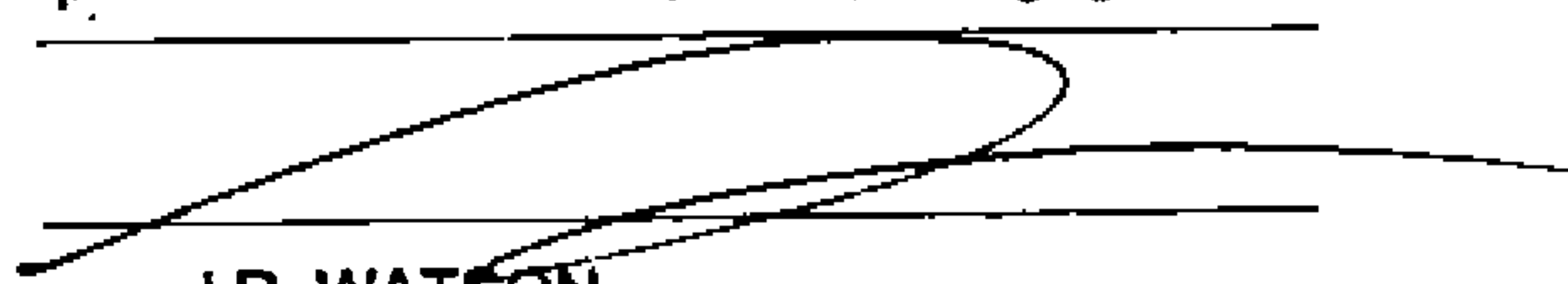
All payments shall be applied first to interest on the unpaid balance of principal, the balance to principal. Each of said installments shall bear interest at 8% per annum after maturity.

This Note is secured by mortgage on real estate, executed to the payee herein. In the event of default under the terms of said mortgage, or in the event any installment shall remain unpaid for as much as ten days after the same become due, the holder hereof shall have the right and option to declare the entire indebtedness secured hereby to be at once due and payable.

Each maker and endorser hereby waives all right of exemption under the Constitution and Laws of Alabama and agrees to pay the cost of collection, including a reasonable attorneys fee, if this obligation is not paid at maturity.

Demand, protest and notice of protest, and all requirements necessary to hold them liable, are hereby waived by each and every maker and endorser of this note.

This note is given, executed and delivered under the seal of the undersigned.
A late fee equal to 1% of monthly payment shall be added if payment is 15 days late. If loan is paid off prior to December 31, 2018, Mortgagee will refund \$1000 to Mortgagor.


J.R. WATSON

Amortization Schedule

07/10/2018 08:58

This loan amortization schedule has been provided using information supplied by the customer. The information herein is believed to be accurate, but warranty thereof is neither expressed nor implied.

	<u>Payment Date</u>	<u>Rate</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Balance</u>
1	08/10/2018	0.0000	2,000.00	2,000.00	0.00	22,000.00
2	09/10/2018	0.0000	2,000.00	2,000.00	0.00	20,000.00
3	10/10/2018	0.0000	2,000.00	2,000.00	0.00	18,000.00
4	11/10/2018	0.0000	2,000.00	2,000.00	0.00	16,000.00
5	12/10/2018	0.0000	2,000.00	2,000.00	0.00	14,000.00
	2018 Total		10,000.00	10,000.00	0.00	14,000.00
6	01/10/2019	0.0000	2,000.00	2,000.00	0.00	12,000.00
7	02/10/2019	0.0000	2,000.00	2,000.00	0.00	10,000.00
8	03/10/2019	0.0000	2,000.00	2,000.00	0.00	8,000.00
9	04/10/2019	0.0000	2,000.00	2,000.00	0.00	6,000.00
10	05/10/2019	0.0000	2,000.00	2,000.00	0.00	4,000.00
11	06/10/2019	0.0000	2,000.00	2,000.00	0.00	2,000.00
12	07/10/2019	0.0000	2,000.00	2,000.00	0.00	0.00
	2019 Total		14,000.00	14,000.00	0.00	0.00
	Grand Total		24,000.00	24,000.00	0.00	24,000.00

20180713000249600 07/13/2018 08:41:13 AM MORT 8/8



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
07/13/2018 08:41:13 AM
\$72.00 CHERRY
20180713000249600

A handwritten signature in black ink, appearing to read "J. W. Fuhrmeister", is written over the official text.