

AFFIDAVIT OF CONNIE M. STRIDER

STATE OF ALABAMA

SHELBY COUNTY

The undersigned Connie M. Strider being duly sworn, hereby deposes and says:

1. On November 25, 1987, Larry K. Strider and wife, Connie M. Strider purchased a tract of land in Shelby County, Alabama from Robert M. Staples. The deed was recorded in Real Book 161, Page 524, Shelby County Probate Judges Office.
2. At the time of the sale, Robert M. Staples held a mortgage on the property from Larry K. Strider and wife Connie M. Strider. That mortgage was recorded in Real Book 161, Page 525, Shelby County Probate Judges Office.
3. On December 31, 1998, that mortgage was paid in full and Mr. Staples sent us a copy of the mortgage which he marked paid and signed and dated. A copy is attached.
4. Larry K. Strider died on April 30, 2018.

I declare that to the best of my knowledge and belief, the information herein is true, correct and complete.

Executed this 24th day of August, 2018

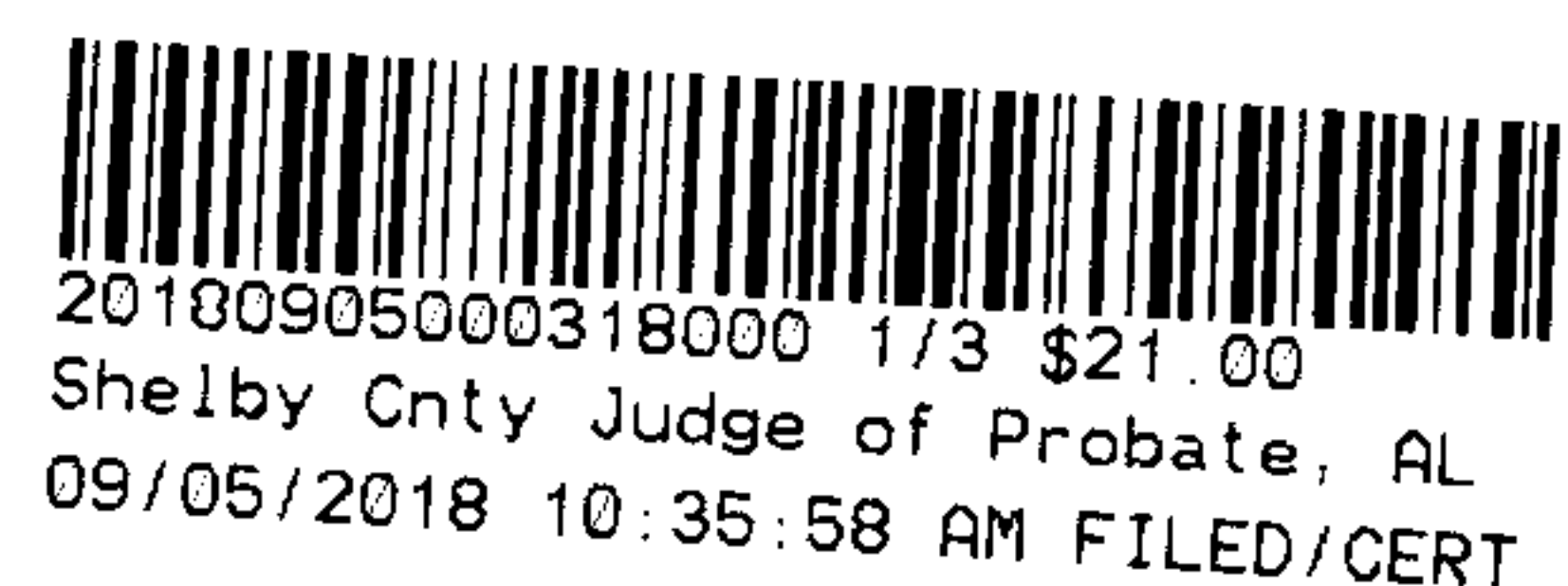
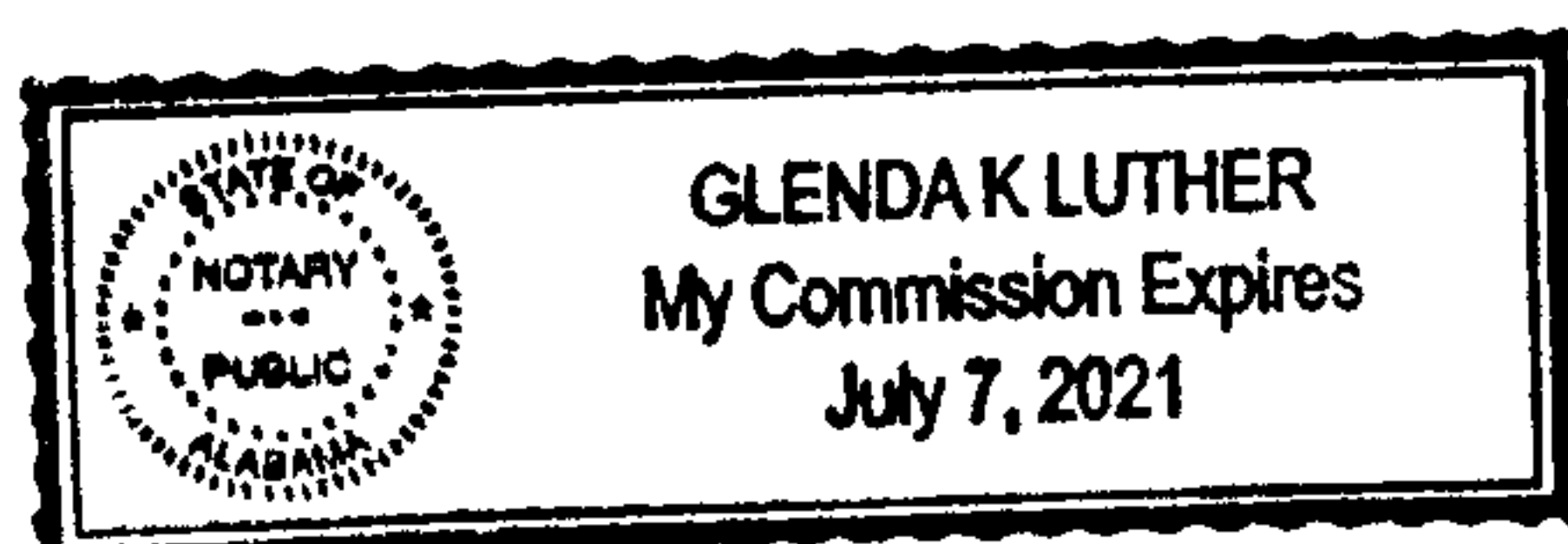
Connie M. Strider
Connie M. Strider

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that Connie M. Strider, whose name is signed to this instrument is known to me, acknowledged before me on this day that, being informed of the contents of said instrument she executed the same voluntarily.

Given under my hand and official seal this 24 day of August, 2018.

Glenda K. Luther
Notary Public



COPY

This instrument was prepared by

1741

(Name) Michael T. Atchison, Attorney at Law

(Address) P. O. Box 822, Columbiana, AL 35051

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

COPY

LARRY K. STRIDER and wife, CONNIE M. STRIDER

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

ROBERT M. STAPLES

(hereinafter called "Mortgagee", whether one or more), in the sum
of Thirty-Three Thousand and no/100-----Dollars
(\$ 33,000.00), evidenced by Promissory Note of even date.

This mortgage is due and payable immediately upon sale of any interest mortgagors have
in this subject property.

PAID
12-31-98
Kuhn

RELEASE PROVISIONS: Mortgagee herein agrees to release one (1) acre at the time convenient
to Mortgagors, upon receipt of \$1,350.00 which shall apply to principal balance of property
as long as all conditions are met on underlying first mortgage.

And Whereas, Mortgagors 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 Mortgagors, Larry K. Strider and wife, Connie
M. Strider

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:

Commence at the Northwest corner of the Southwest one-fourth of the
Southeast one-fourth of Section 33, Township 18 South, Range 2 East, Shelby
County, Alabama, as the point of beginning. From this beginning point
proceed South 0 deg. 39 min. West along the West boundary of said quarter-
quarter section for a distance of 991.37 feet; thence proceed South 89 deg.
25 min. East for a distance of 1485.09 feet to a point on the Westerly
right-of-way line of Shelby County Road No. 467; thence proceed Northerly
along the Westerly right-of-way line of said road for a distance of 1008.54
feet to its point on intersection with the North boundary of the afore-
mentioned quarter-quarter section; thence proceed North 89 deg. 25 min.
West along the North boundary of said quarter-quarter section for a
distance of 1302.47 feet to the point of beginning, being located in the
Southwest one-fourth of the Southeast one-fourth and the Southeast one-
fourth of the Southeast one-fourth of Section 33, Township 18 South, Range
2 East, Shelby County, Alabama.
According to Survey of R. Edward Gilliland, Ala. Reg. No. 15919, dated
November 9, 1987.

Subject to easements and restrictions of record.

This is a wrap-around mortgage. There is an existing first mortgage from Robert M.
Staples, to Carol L. Lane, dated April 14, 1983 and recorded in Mortgage Book 430,
Page 21, and last assigned to Joseph F. Deegan, by Assignment dated May 1, 1986 and
recorded in Real Record 070, Page 682, in the Probate Office of Shelby County, Alabama.
The Mortgagee herein, Robert M. Staples, is responsible for making all payments under
the first mortgage to Joseph F. Deegan. In the event this first mortgage becomes
delinquent, mortgagors herein, Larry K. Strider and wife, Connie M. Strider, have the
right to make the first mortgage payment directly to Joseph F. Deegan and receive credit
for the amount of said payment toward the mortgage payment due under a promissory note
of even date herewith, secured by this wrap-around mortgage. In the event the first
mortgage is called or foreclosure proceedings are initiated by Joseph F. Deegan, Mortgagors
herein have the right to pay, redeem or take any other action in said first mortgage and
shall receive full credit on this mortgage for the amount of payments made and any
necessary and/or reasonable expenses incurred. SEE NOTE ABOVE FOR RELEASE PROVISIONS.

The proceeds of this loan have been applied on the purchase price of the property
described herein, conveyed to mortgagors simultaneously herewith.

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

BOOK 161 PAGE 525

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 pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees 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, 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 incumbrance 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 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 incumbrances, 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 therefor; 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 Larry K. Strider and wife, Connie M. Strider

have hereunto set

signature

and seal, this

25th

day of

1987.

Larry K. Strider

Connie M. Strider

THE STATE of ALABAMA
SHELBY COUNTY

COUNTY

I, the undersigned

, a Notary Public in and for said County, in said State

hereby certify that Larry K. Strider and wife, Connie M. Strider

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 25th day of November, 1987.

Notary Public.

THE STATE of

COUNTY

, a Notary Public in and for said County, in said State

I,

hereby certify that

whose name as of a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the

day of

19

Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1987 NOV 30 AM 9:27

JUDGE OF PROBATE

MORTGAGE DEED

1. Deed Tax \$
2. Mtg. Tax 49.50
3. Recording Fee 5.00
4. Indexing Fee 1.00
TOTAL 55.50

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS

20180905000318000 3/3 \$21.00
Shelby Cnty Judge of Probate, AL
09/05/2018 10:35:58 AM FILED/CERT