

This instrument was prepared by:
Jeff W. Parmer
Law Offices of Jeff W. Parmer, LLC
850 Shades Creek Parkway, Suite 210
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.

MORTGAGE

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON)

That Whereas, Southeastern Property Solutions, LLC, an Alabama limited liability company, (hereinafter called "Mortgagor"), is justly indebted, to Memnon Tierce, II, and his heirs, successors, and/or assigns (hereinafter called "Mortgagees") in the sum of Two Hundred Seventy Five Thousand and No/100 Dollars (\$275,000.00), evidence by one promissory note of even date herewith more particularly describing the terms and conditions therein.

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, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagees the following described real estate, situated in Jefferson County, State of Alabama, to wit:

Lot 16 A, according to a resurvey of Lots 14, 15, 16 & 17, Heatherwood, 2nd Sector, as recorded in Map Book 9, Page 5, n the Probate Office of Shelby County, Alabama (originally in Map Book 8, Page 28).

Property address: 621 St. Annes Terrace, Birmingham, AL 35244.

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

The property described herein does not constitute the homestead of the mortgagor nor that of his spouse.

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 Mortgagees may at Mortgagees' 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;

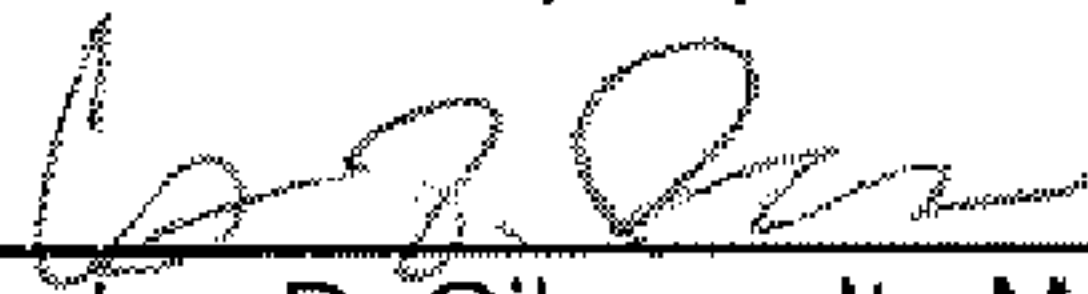
and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagees for taxes, assessments or insurance, shall become a debt to said Mortgagees 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 Mortgagors pay said indebtedness, and reimburse said Mortgagees 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 Mortgagees 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 Mortgagees 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 Mortgagors 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 Mortgagees 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 ____ day of September, 2018.

Southeastern Property Solutions, LLC

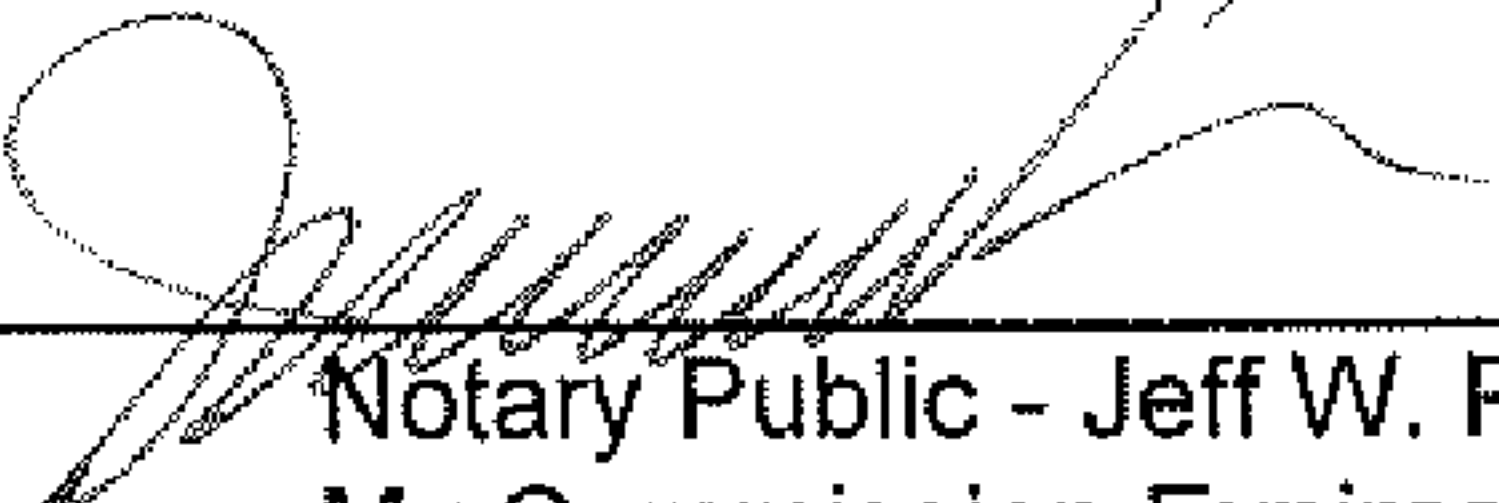
By: 
Christopher D. Gibson, Its Member/Manager

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

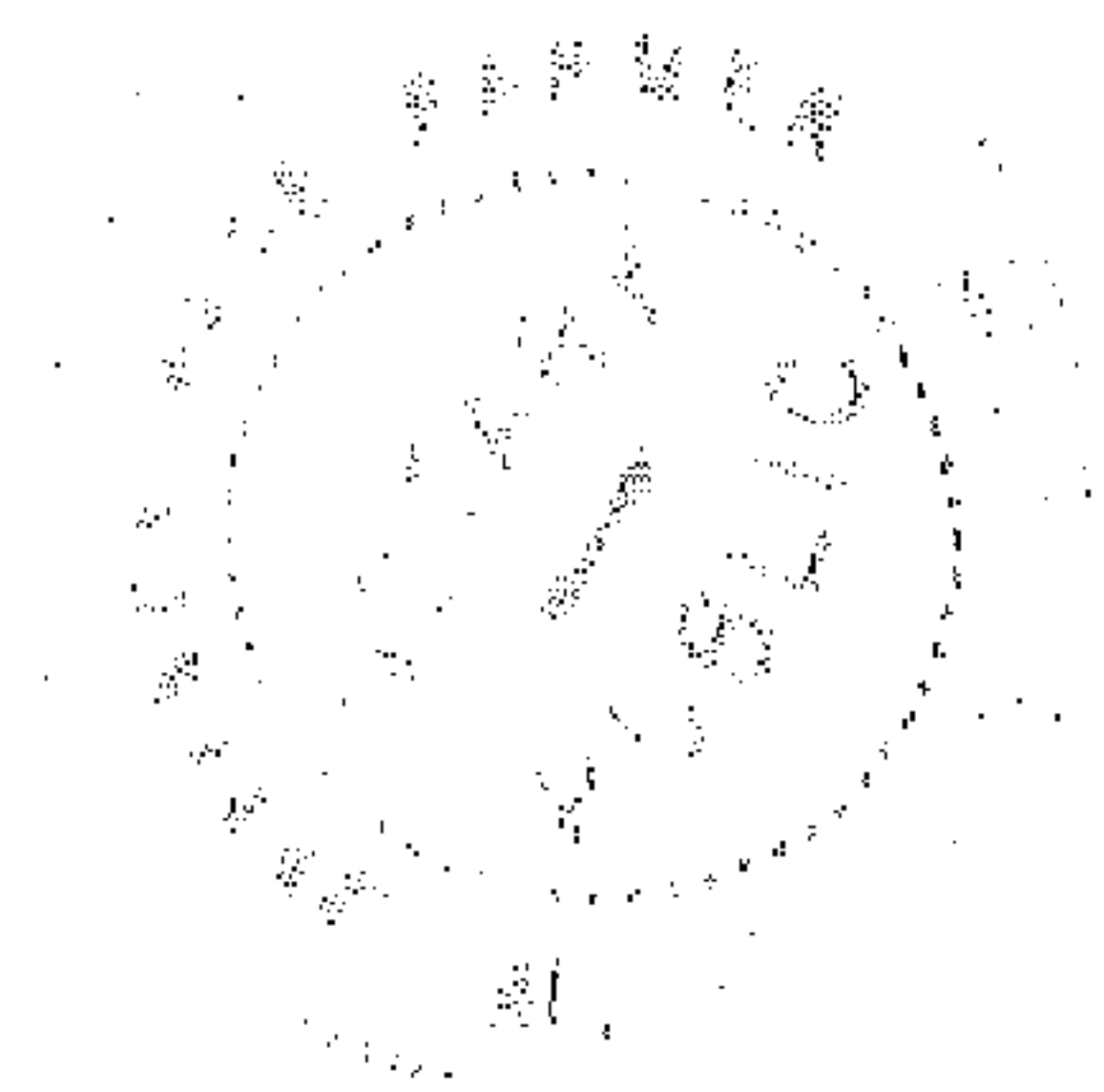
I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Christopher D. Gibson, whose name as Member/Manager of Southeastern Property Solutions, LLC, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that he, in his capacity as such Officer and with full authority, executed the same voluntarily for and as the act of said Company on the day same bears date.

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Given under my hand and official seal, this the 14th day of September, 2018.



Notary Public - Jeff W. Parmer
My Commission Expires: 9/17/2020



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/20/2018 02:40:41 PM
\$433.50 JESSICA
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Allie S. Boyd