

STATE OF ALABAMA)
COUNTY OF SHELBY)

THIS INSTRUMENT PREPARED BY:
Ellis, Head, Owens & Justice
P O Box 587
Columbiana, AL 35051



20181102000390380 1/4 \$647.85
Shelby Cnty Judge of Probate, AL
11/02/2018 03:42:15 PM FILED/CERT

PURCHASE MONEY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, the undersigned Judith M. Bloom, unmarried and Tommy J. Rowe, unmarried, are justly indebted to David P. Phillips, Jr. in the sum of Four Hundred Fifteen Thousand Nine Hundred and NO/100 Dollars (\$415,900.00) (the "Indebtedness") evidenced by a Real Estate Mortgage Note of even date, and

WHEREAS, it is desired by the undersigned to secure the prompt payment of the Indebtedness with interest.

NOW, THEREFORE, in consideration of the Indebtedness, and to secure the prompt payment thereof at maturity, the undersigned Judith M. Bloom, unmarried and Tommy J. Rowe, unmarried (hereafter, the "Mortgagors"), do hereby grant, bargain, sell and convey unto the said David P. Phillips, Jr. and his successors and assigns (hereinafter, the "Mortgagee"), the following described real property (the "Property") situated in Shelby County, Alabama, to-wit:

Lots 9, 10 and 11, Block 1, according to Parker's Subdivision, as recorded in Map Book 5, Page 27, in the Office of the Judge of Probate of Shelby County, Alabama

Subject to taxes for 2019 and subsequent years.

The proceeds of this loan have been applied toward the purchase price of the Property described above conveyed to Mortgagor simultaneously herewith.

TO HAVE AND TO HOLD the above granted premises unto the Mortgagee forever. The undersigned shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Mortgage, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. The undersigned shall promptly discharge any lien which has priority over this Mortgage unless the undersigned: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Mortgagee, but only so long as the undersigned is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Mortgagee's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Mortgagee subordinating the lien to this Mortgage. If Mortgagee determines that any part of the Property is subject to a lien which can attain priority over this Mortgage, Mortgagee may give the undersigned a notice identifying the lien. Within 10 days of the date on which that notice is given, the undersigned shall satisfy the lien or take one or more of the actions set forth above; if the undersigned fails to do so, Mortgagee may satisfy the lien and the amount paid shall become part of the Indebtedness secured by this Mortgage and shall bear interest and be due and payable immediately, or Mortgagee may treat such failure as a default.

The undersigned 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 any other hazards including, but not limited to, earthquakes and floods, for which Mortgagee requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Mortgagee requires, but in no even lower in amount than the remaining unpaid balance of the Indebtedness. The insurance carrier providing the insurance shall be chosen by the undersigned subject to Mortgagee's right to disapprove, which right shall not be exercised unreasonably. If the undersigned fails to maintain any of the coverages described above, Mortgagee may obtain insurance coverage at Mortgagee's option and Mortgagor's expense or Mortgagee may treat such failure as a default. Mortgagee is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Mortgagee, but might or might not protect Mortgagor, Mortgagor's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Any amounts disbursed by Mortgagee for insurance coverage shall become part of the Indebtedness secured by this Mortgage and shall bear interest and be due and payable immediately. All insurance policies and renewals of such policies shall include a standard mortgage clause, and shall name Mortgagee as mortgagee and/or as an additional loss payee. If Mortgagee requires, the undersigned shall promptly give to Mortgagee all receipts of paid premiums and renewal notices. In the event of loss, the undersigned shall give prompt notice to the insurance carrier, and Mortgagee. Mortgagee may make proof of loss if not made promptly by the undersigned. Unless Mortgagee and the undersigned otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Mortgagee, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Mortgagee's security is not lessened. If the restoration or repair is not economically feasible or Mortgagee's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with the excess, if any, paid to the undersigned.

Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Mortgagee's prior written consent. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at its option require immediate payment in full of all sums secured by this security Instrument. However, this option shall not be exercised by Mortgagee if such exercise is prohibited by Applicable Law. If the undersigned die prior to the full payment of the Indebtedness, Mortgagee may, at Mortgagee's option, declare the remaining Indebtedness due and payable at once unless Mortgagors' successor or successors in interest, subject to Mortgagee's approval at his sole discretion, assume the Indebtedness and the Mortgagors' obligations under the Real Estate Mortgage Note and this Mortgage.



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Upon condition, however, that if the Mortgagor pays the Indebtedness, and reimburses the Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, but should default be made in the payment of any sum expended by the Mortgagee, or should the Indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, then in any one of said events, or should default be made in any other terms of this Mortgage or the Real Estate Mortgage Note, the whole of the 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 Mortgagee 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, in some newspaper published in Shelby County, Alabama, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in Shelby County, 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 be necessary then to expend in paying insurance, taxes, or other encumbrances, with interest thereon; third, to the payment of the Indebtedness in full, whether or not it shall have fully matured, at the date of the sale, but no interest shall be collected beyond the day of sale; and fourth, the remainder, if any, to be turned over to the Mortgagor; and the undersigned further agrees that the Mortgagee may bid at said sale and purchase the Property, if the highest bidder therefor, as though a stranger thereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact; and the undersigned further agrees to pay a reasonable attorney's fee to the Mortgagee for the foreclosure of this mortgage in Court, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the persons named as grantees in the granting clause herein.

Any estate or interest herein conveyed to the Mortgagee, or any right or power granted to the Mortgagee in or by this mortgage, is hereby expressly conveyed and granted to the heirs, and agents, and assigns of the Mortgagee.

IN WITNESS WHEREOF, the undersigned Judith M. Bloom and Tommy J. Rowe, have hereunto set their signature and seal, this 29th day of October, 2018.

WITNESS:

Bryan I. Boyette

Judith M. Bloom
Judith M. Bloom

Walter White

Tommy J. Rowe
Tommy J. Rowe



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ACKNOWLEDGMENT

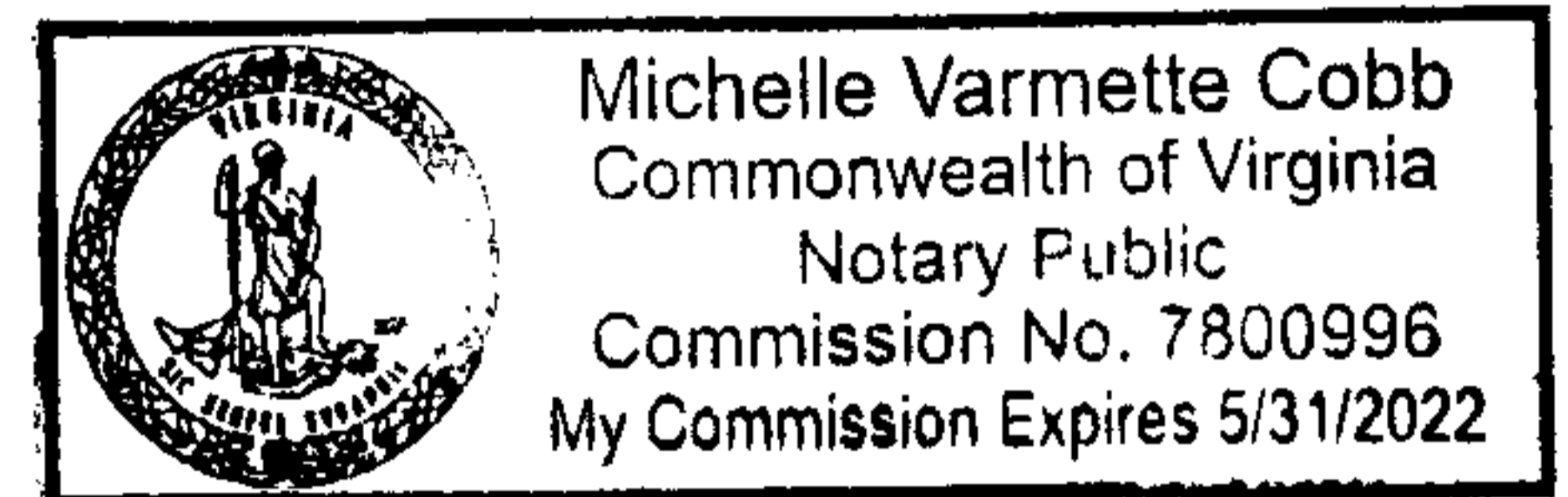
STATE OF Virginia)
COUNTY OF Franklin)

I, the undersigned a Notary Public in and for said County, in said State, hereby certify that Judith M. Bloom and Tommy J. Rowe are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 30 day of October, 2018.

Michelle Varmette Cobb
Notary Public

My Commission Expires: 5/31/22



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