

Shelby Cnty Judge of Probate, AL 02/21/2019 03:21:17 PM FILED/CERT

STATE OF ALABAMA

Know All Men By These Presents, that whereas the undersigned,

Charles A. Wilder and Linda Masone Wilder

Husband and Wife

is/are justly indebted to

Susan Layfield Curtin, Trustee* of the Thomas J. Curtin Revocable Trust, residuary beneficiary of the Estate of Thomas J. Curtin, deceased, Probate Case #18BHM0194, Jefferson County, Alabama and Susan Layfield Curtin, Personal Representative** of the Estate of Thomas J. Curtin. deceased, Probate Case #18BHM0194, Jefferson County, Alabama in the sum of

Three Hundred Thousand and No/100 (\$300,000.00) Dollars evidenced by one promissory 2019 and whereas it is desired by the undersigned to secure note dated February 19 the prompt payment of the said indebtedness with interest when the same falls due;

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, do, or does, hereby grant, bargain, sell and convey unto the said

and Susan Layfield Curtin, Personal Representative** Susan Layfield Curtin, Trustee* (hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

See attached Exhibit "A" for legal description of the property which is incorporated herein for all purposes.

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

The proceeds of this loan have been applied against the purchase price of the property described herein, conveyed to mortgagor(s) simultaneously herewith.

A material portion of this loan is being funded contemporaneously with the recording of this document in order to secure priority.

Said property is warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee; as the interest of said Mortgagee may appear, and promptly to deliver said policies or any renewals of said policies, to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessment or insurance shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered by the mortgage, and bear interest from the date of payment by said Mortgagee and be at once due and payable.

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Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said 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 said Mortgagee 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 in said property become endangered by reason of the enforcement of any prior lien or encumbrances thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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 said County and State, to sell the same in lots or parcels or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 expended 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefore, as though a stranger hereto, 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 undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

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

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

IN WITNESS WHEREOF, we have hereto set our hands and seals on this the 19th day of February , 2019.

WITNESSES:

Sharles A. Wilder

Linda Masone Wilder

STATE OF ALABAMA }

General Acknowledgment

JEFFERSON COUNTY }

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles A. Wilder and Linda Masone Wilder , whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th day of February 2015.

My Commission Expires: 4/21/20

Exhibit "A"

Attached Legal Description

Parcel I

A parcel of land in the Northeast Quarter of Section 6, Township 21 South, Range 1 East, being the same land described in a deed to Charles and Marty McNeillie, recorded in Instrument Number 1995-545, of the real property records of Shelby County, Alabama. Said parcel of land being more particularly described as follows:

The North half of the northwest Quarter of the Northeast Quarter of said Section 6; The Northeast Quarter of the Northeast Quarter of said Section 6, less and except a 10 foot strip off of the South 660 feet of the East end; The North 396 feet of the Southeast Quarter of the Northeast Quarter of said Section 6. Less and Except a 10 foot strip off of the East End. Situated in Shelby County, Alabama.

Parcel II

From the SE corner of the NW ¼ of the NE ¼ of Section 6, Township 21 South, Range 1 East, proceed North along the East line of said ¼ - ¼ section for a distance of 306.53 feet to the point of beginning; thence proceed in the same direction for a distance of 358.12 feet; thence turn an angle of 90 degrees 15 minutes 00 seconds to the left and proceed for a distance of 1302.32 feet to the East right of way line of Shelby County Hwy. No. 49; thence turn an angle of 89 degrees 17 minutes 09 seconds to the left and proceed South along said right of way for a distance of 122.74 feet; thence turn an angle of 00 degrees 24 minutes 46 seconds to the left and proceed along said right of way for a distance of 49.44 feet; thence turn an angle of 90 degrees 18 minutes 05 seconds to the left and proceed for a distance of 420.00 feet; thence turn an angle of 90 degrees 18 minutes 05 seconds to the right and proceed for a distance of 186.01 feet; thence turn an angle of 90 degrees 18 minutes 20 seconds to the left and proceed for a distance of 883.52 feet to the point of beginning. Situated in Shelby County, Alabama.



