

THIS INSTRUMENT WAS PREPARED BY:

Michael D. Smith
SMITH & STAGGS, LLP
701 22nd Avenue, Suite 1
Tuscaloosa, Alabama 35401
(205) 409-3140


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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)
)
SHELBY COUNTY) PURCHASE MONEY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That whereas The Sure Foundation Training Center, Inc., hereinafter called the Mortgagor, for valuable and adequate consideration, has become justly indebted to Shelby County Holdings, LLC, its heirs, successors and assigns, hereinafter collectively called the Mortgagee, in the principal sum of One Hundred Fifty Thousand and 00/100 DOLLARS (\$150,000.00), as of the 14 day of MARCH, 2019, evidenced by a negotiable promissory note.

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and any renewal or extensions of same and any indebtedness now or hereafter owed by Mortgagor to Mortgagee and in compliance with all of the stipulations hereinafter contained, Mortgagor does hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in Shelby County, State of Alabama, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY
THIS REFERENCE.

together with all rents and other revenues thereof and all rights, hereditaments, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in any wise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by the Mortgagor in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric and other heating, lighting, ventilating, air conditioning, cooking apparatus, carpets, elevators, fencing, antennas, plumbing, sprinkling, and other equipment and fixtures attached or appertaining to said premises, all of which (hereinafter designated as the mortgaged property) shall be deemed realty and conveyed by this mortgage.

SUBJECT, HOWEVER, to any prior reservation or conveyance of minerals and mining rights, if any, that may have been made by other prior owners in the chain of title to the property.

TO HAVE AND TO HOLD the same and every part thereof unto the Mortgagee, its heirs, successors and assigns forever.

This is a purchase money mortgage. The monies loaned hereunder are loaned for the purpose of paying a part of the purchase price of the property conveyed hereunder as security, being

PURCHASE MONEY MORTGAGE

The Sure Foundation Training Center, Inc. to

Shelby County Holdings, LLC

Page 2

the same property conveyed by the Mortgagee to the Mortgagor by deed which is being filed for recordation of even date in the Probate Office of Shelby County, Alabama, contemporaneously herewith. And for the purpose of further securing the payment of said indebtedness the Mortgagor covenants and agrees as follows:

1. That it is lawfully seized in fee and possessed of said mortgaged property and has a good right to convey the same as aforesaid, that it will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that said property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

2. That it will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed legally upon said mortgaged property and should default be made in the payment of same, or any part thereof, said Mortgagee may pay the same which sums shall become a part of the indebtedness secured by this mortgage.

3. That it will keep the buildings on said premises continuously insured in such amounts, in such manner and with such companies as may be satisfactory to the Mortgagee against loss by fire and such other hazards as Mortgagee may specify, with loss, if any, payable, without contribution, to said Mortgagee, and will deposit with Mortgagee policies for such insurance and will pay premiums therefor as the same become due. Mortgagor shall give immediate notice in writing to Mortgagee of any loss or damages to said premises caused by any casualty. If Mortgagor fails to keep said property insured as above specified, the Mortgagee may insure said property against loss by fire and other hazards for the benefit of the Mortgagee. The proceeds of such insurance shall be paid by insurer to Mortgagee which is hereby granted full power to settle and compromise claims under all policies and to demand, receive and receipt for sums becoming due thereunder; said proceeds, if collected, to be credited on the indebtedness secured by this mortgage, less cost of collecting same, or to be used in repairing or reconstructing the premises as the Mortgagee may elect; all amounts so expended by said Mortgagee for insurance or for the payment of taxes, assessments or any other liens shall become a debt due said Mortgagee additional to the indebtedness herein described and at once payable without demand upon or notice to any person, and shall be secured by the lien of this mortgage and shall bear interest at the highest legal rate from date of payment by said Mortgagee and at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and this mortgage subject to foreclosure and same may be foreclosed as hereinafter provided.

4. No Hazardous Materials (hereinafter defined) will be, while any part of the indebtedness secured by this Mortgage remains unpaid, treated, stored, handled, generated, brought to, discharged from, or disposed of on, or constitute a part of, the Mortgaged Property. As used herein, the term "Hazardous Materials" includes, without limitation, any asbestos, urea formaldehyde foam insulation, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA") (42 U.S.C. Sections 9601, *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801, *et seq.*), the Resource Conservation and Recovery Act

PURCHASE MONEY MORTGAGE

The Sure Foundation Training Center, Inc. to

Shelby County Holdings, LLC

Page 3

("RCRA") (42 U.S.C. Sections 6901, *et seq.*), the Clean Water Act (33 U.S.C. Sections 1251, *et seq.*), the Clean Air Act (42 U.S.C. Sections 7401, *et seq.*), the Toxic Substances Control Act (15 U.S.C. Sections 2601, *et seq.*), each such Act as amended from time to time, and in the rules and regulations adopted and publications promulgated pursuant thereto, and in the rules and regulations of the Occupational Safety and Health Administration ("OSHA") pertaining to occupational exposure to asbestos, as amended from time to time, or in any other federal, state or local environmental law, ordinance, rule, or regulation now or hereafter in effect. Violation of this provision shall constitute an event of default and at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and this mortgage subject to foreclosure and same may be foreclosed as hereinafter provided.

5. To take good care of the mortgaged property above described and not to commit or permit any waste thereon, and to keep the same repaired and at all times to maintain the same in as good condition as it now is, reasonable wear and tear alone excepted.

6. That no delay or failure of the Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present default on the part of said Mortgagor, and that the procurement of insurance or payment of taxes by the Mortgagee shall not be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagor to procure such insurance or to pay such taxes, it being agreed that no terms or conditions contained in this mortgage can be waived, altered, or changed except as evidenced in writing signed by the Mortgagor and by the Mortgagee.

7. That it will well and truly pay and discharge any indebtedness hereby secured as it shall become due and payable including the note or notes above described, any renewals or extensions thereof, and any other notes or obligations, direct or indirect, of Mortgagor to Mortgagee whether now or hereafter incurred.

8. That after any default on the part of the Mortgagor, the Mortgagee shall be entitled as a matter of right, without notice to any party, to be a receiver of the rents, issues and profits of said premises, with power to lease and control the said premises and with such other powers as may be deemed necessary, and that a reasonable attorney's fee shall, among other expenses and costs, be fixed, allowed and paid out of such rents, issues and profits or out of the proceeds of the sale of said mortgaged property.

9. That all the covenants and agreements of the Mortgagor herein contained shall extend to and bind its successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to the Mortgagee shall inure to the benefit of the heirs, successors or assigns of the Mortgagee.

10. That the indebtedness hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided at the option of the holder hereof when and if any



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PURCHASE MONEY MORTGAGE

The Sure Foundation Training Center, Inc. to

Shelby County Holdings, LLC

Page 4

statement of lien is filed under the statutes of Alabama or laws of the United States relating to liens of mechanics and materialmen or taxes, without regard to the 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.

11. During the existence of this mortgage upon the voluntary or involuntary sale, transfer, conveyance or change of ownership of the mortgaged property, or any part thereof, without the written permission or consent of the Mortgagee, the Mortgagee may, at its option, declare the entire principal indebtedness evidenced by the note secured by this mortgage, with the interest thereon, and any other charge against said property under the terms of this mortgage, due and payable, and upon such declaration this mortgage shall be subject to immediate foreclosure. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the mortgaged property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee.

12. All expenses incurred by the Mortgagee, including Attorney's fees, in compromising, adjusting or defending against liens, claims or encumbrances sought to be fixed upon the property hereby conveyed, whether such claims or encumbrances be valid or not, shall become a part of the debt hereby secured.

13. The undersigned waive, unless otherwise prohibited by law, all right of exemption as to personal property under the laws of Alabama or of any other state or of the United States as to any of the items secured or that may be secured by the terms of this instrument, and agrees to pay reasonable attorney fees not exceeding 15% of all unpaid debts secured by this mortgage to the Mortgagee, should the Mortgagee employ an attorney to collect the same. The Mortgagor waives the benefit of any statute regulating the obtaining of a deficiency judgment, or requiring that the value of the property conveyed hereby be set off against any part of the debt secured hereby.

14. Plural or singular words used herein to designate the undersigned Mortgagor shall be construed to refer to the maker or makers of this mortgage, whether one or more persons or a corporation.

UPON CONDITION, HOWEVER, that if the indebtedness hereby secured, shall be well and truly paid and discharged (which in addition to the principal sum set forth above shall include payment of taxes and insurance, the satisfaction of prior encumbrances and any other past, existing or future indebtedness owed to Mortgagee by the Mortgagor, or any of them,) as the same shall become due and payable and shall in all things do and perform all acts and agreements by Mortgagor herein agreed to be done according to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void; but should default be made in the payment of the indebtedness hereby secured or any renewals or extensions thereof or any part thereof, or should default be made in the repayment of any sum expended by said Mortgagee under the authority of any of the provisions of this mortgage or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any lien or encumbrance thereon so as to endanger the debt hereby secured, or should a petition to condemn any part of the mortgaged



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PURCHASE MONEY MORTGAGE

The Sure Foundation Training Center, Inc. to

Shelby County Holdings, LLC

Page 5

property be filed by any authority having power of eminent domain, or should any law, either federal or state, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the debt hereby secured, or permitting or authorizing the deduction of any such tax from the principal secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged premises shall be charged against the owner of this mortgage or should at any time any of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction or should the Mortgagor fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured or portion or part of same that may not as of said date have been paid, shall at once become due and payable and this mortgage shall be subject to immediate foreclosure at the option of the Mortgagee, notice of the exercise of such option being hereby expressly waived; and the Mortgagee shall have the right to enter upon and take possession of the property hereby conveyed and after or without taking such possession to sell the same before the County Courthouse door in the County wherein the mortgaged property is located, at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said County, and upon the payment of the purchase money the Mortgagee, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagor a good and sufficient deed to the property sold; the Mortgagee shall 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 may then be necessary to expend in paying insurance, taxes, assessments, and other encumbrances, charges, liens or debts; Third, to the payment in full of the principal indebtedness hereby secured whether the same shall or shall not have fully matured at the date of said sale; and Fourth, the balance, if any, to be paid over to the said Mortgagor or to whomever then appears of record to be the owner of said property. The Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale thereunder.

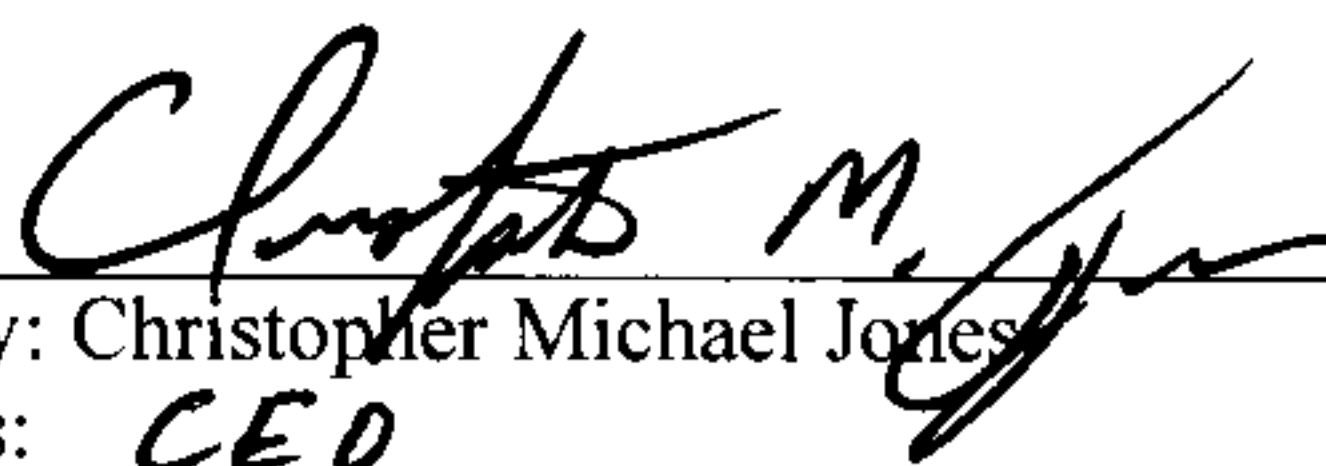
This Mortgage is especially executed by the parties hereto under seal.

IN WITNESS WHEREOF, we have executed this mortgage under seal on this the 14 day of MARCH, 2019.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.

The Sure Foundation Training Center, Inc.

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By: Christopher Michael Jones
Its: CEO

PURCHASE MONEY MORTGAGE

The Sure Foundation Training Center, Inc. to
Shelby County Holdings, LLC

Page 6

STATE OF ALABAMA

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SHELBY COUNTY

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I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Christopher Michael Jones, whose name as CEO of The Sure Foundation Training Center, Inc., 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 the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Company, on the day the same bears date.

Given under my hand and official seal this the 14 day of March, 2019.

My commission expires: Mar 7, 2020

Ayntha Dine Martin
Notary Public

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PURCHASE MONEY MORTGAGE

The Sure Foundation Training Center, Inc. to

Shelby County Holdings, LLC

Page 7

EXHIBIT "A"
Property Description

PARCEL I

A parcel of land located in the South Half of Section 9, Township 22 South, Range 2 West, Shelby County, Alabama; more particularly described as follows:

Commence at the Northeast corner of the North Half of the South Half of the Northeast Quarter of the Southwest Quarter of Section 9, Township 22 South, Range 2 West, being the point of beginning; thence run East along the quarter line 182.78 feet to the Westerly right-of-way of U.S. Highway No. 31; thence right 94 degrees, 59 minutes, 15 seconds Southerly along the Westerly right-of-way 16.91 feet to a concrete monument; thence right 86 degrees, 03 minutes, 19 seconds Westerly along said right-of-way 25.37 feet; thence left 86 degrees, 09 minutes, 06 seconds Southerly along the Westerly right-of-way 286.58 feet; thence right 88 degrees, 05 minutes, 34 seconds Westerly 300.04 feet; thence left 93 degrees, 22 minutes, 19 seconds Southerly, 45.53 feet; thence right 90 degrees, 48 minutes, 21 seconds, Westerly 294.79 feet to the Easterly right-of-way of L & N Railroad; thence right 80 degrees, 05 minutes, 37 seconds Northerly, 334.26 feet along said Easterly right-of-way; thence right 99 degrees, 29 minutes, 18 seconds Easterly 517.70 feet to the point of beginning.

Also, a non-exclusive 25-foot easement for a railroad spur line, being more particularly described as follows: Commence at an iron pin found at the Northeast corner of the Southwest quarter of Section 9, Township 22 South, Range 2 West, Shelby County, Alabama; thence run Westerly along the quarter line 595.28 feet to an iron pin found on the Easterly right-of-way of L & N Railroad and the point of beginning; thence left 100 degrees, 07 minutes, 34 seconds, Southerly along said Easterly right of way 663.09 feet to iron pin; thence left 10 degrees, 30 minutes, 42 seconds 25.35 feet, thence left 80 degrees, 30 minutes, 42 seconds 662.80 feet to the North line of said Southwest quarter; thence left 79 degrees, 52 minutes, 26 seconds 25.40 feet to the point of beginning.

PARCEL II

A parcel of land situated in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9, Township 22 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the southwest corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ Section 9, Township 22 South, Range 2 West, Shelby County, Alabama, and run thence easterly along the south line of said quarter-quarter a distance of 78.55' to a point on the westerly right of way line of U.S. Highway No.31; thence turn 85 degrees 34 minutes 28 seconds left and run northerly along said right of way line a distance of 252.88' to the point of beginning of the property, Parcel 2, being described; thence continue along last described course of distance of 90.00' to a point; thence turn 91 degrees 59 minutes 02 seconds left and run westerly a distance of 300.00' to a point at an existing 10' high industrial fence corner; thence run 88 degrees 12 minutes 27 seconds left and run southerly 90.00' to a point; thence turn 91 degrees 47 minutes 40 seconds left and run easterly a distance of 299.70' to the point of beginning.

SUBJECT TO:

- General and special taxes or assessments for years not yet due and payable.
- Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 87 page 311 in Probate Office of Shelby County, Alabama.

