

20190524000179850 1/8 \$37.00
Shelby Cnty Judge of Probate, AL
05/24/2019 02:12:25 PM FILED/CERT

REAL ESTATE MORTGAGE

This instrument prepared by
Brandi Scott for First South Farm Credit
One Perimeter Park South Suite 100N
Birmingham, AL 35243

THE STATE OF ALABAMA
COUNTY OF Shelby

Date 05/24/2019

For First South Farm Credit, ACA
as agent/nominee

Address One Perimeter Park South Suite 100N Birmingham, AL
35243-

This mortgage is filed as and shall constitute a fixture filing in accordance with the provisions of section 7-9A-502 of the code of Alabama.

WHEREAS Bradley Eric Deese and his wife, Meagan Billingsley Deese

_____, ("Debtor(s)"), whether one or more is/are justly indebted to
First South Farm Credit, ACA
as agent/nominee, of Birmingham, AL ("Mortgagee") in the principal
sum of One Hundred Ten Thousand Five Hundred and 00/100

DOLLARS (\$ 110,500.00), as evidenced by a
promissory note(s) dated 05/24/2019, and payable in accordance with the terms
thereof, together with any and all renewals, amendments, modifications, consolidations and
substitutions thereof (the "Mortgage loan"). **Debtor(s) promise to pay this indebtedness in full
not later than 05-01-2039.**

AND WHEREAS, it is contemplated that the Debtor(s) herein, either individually or jointly, may
now be, or hereafter be, indebted to Mortgagee on account of additional advances, loans or
obligations, which also include any and all indebtedness of other parties in favor of Mortgagee,
which any of the Debtor(s) is now or may hereafter (and before payment in full of the Mortgage
debt hereinabove described and cancellation of this instrument) become contingently liable or
obligated as surety, guarantor, endorser or otherwise, as well as any and all direct or liquidated
indebtedness now or hereafter (and before the payment in full of the Mortgage debt hereinabove
described and cancellation of this instrument) incurred by any of the undersigned Mortgagors in
favor of the Mortgagee, whether the same be evidenced by note, open account, assignment,
endorsement, guaranty, pledge or otherwise.

Provisions herein securing future or additional loans or advances or other obligations of the
Debtor(s) shall not be construed to obligate Mortgagee to make any such future loans or advances
and the making of any such future loans or advances shall be in the absolute discretion of
Mortgagee.

NOW THEREFORE, in consideration of the premises and the Mortgage loan hereinabove
described, and all extensions, renewals, refinances, reamortizations and any other rearrangements
of the Mortgage loan, and any additional advances, loans or obligations to any of the Debtor(s) as
herein described, each of the Debtor(s) and Mortgagor(s) do hereby expressly state and
acknowledge to be of value and benefit to him/her/it, regardless of how and in what manner the
proceeds of said loans, renewals, or refinances are disbursed or created, and in order to secure
payment of debts or any other debts of Debtor(s) or any of them to Mortgagee, its successors or
assigns, and to secure any other amount that the Mortgagee, its successors and assigns may
advance to the Debtor(s) or any of them, and to secure payment in full of all said debts, cost of
collection and attorneys' fees,

Bradley Eric Deese and his wife, Meagan Billingsley Deese

_____ ("Mortgagor(s)") do(es)

hereby GRANT, BARGAIN, SELL and CONVEY unto the Mortgagee, its successors and assigns, the following described Property situated in Shelby County, Alabama (all of which will be collectively referred to herein as the "Property") to-wit:

see attached Exhibit "A" made a part of this mortgage by reference.



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TO HAVE AND TO HOLD the aforegranted Property, together with improvements and appurtenances thereunto belonging and all fixtures now or hereafter attached thereto, unto the Mortgagee and its successors and assigns FOREVER, Mortgagor(s) agree(s) that this Mortgage instrument shall, in addition to this debt, secure all other debts and obligations owed by Debtor(s) or any one of them to Mortgagee; and should Debtor(s) become indebted to Mortgagee in excess of the amount herein stated, including pre-existing debt, Debtor(s) and Mortgagor(s) expressly agree(s) that such debts shall be and the same are hereby made a part of this Mortgage debt, with all the rights, power and authority, as to the collection and foreclosure herein expressed. Debtor(s) and Mortgagor(s) expressly agree(s) that the language contained in this instrument and the language contained in each of the promissory notes given unto Mortgagee, evidencing present debts or future and additional loans, obligations or advances, correctly sets forth the intention of Debtor(s) and Mortgagor(s).

Mortgagee will not extend credit to Debtor(s) without the Mortgagor(s) entering into this Accommodation Mortgage, and Mortgagor(s) acknowledges that the benefit received by Debtor(s) constitutes consideration for the Mortgagor(s) entering into this Accommodation Mortgage, and the receipt and sufficiency of such consideration is hereby expressly acknowledged by the Mortgagor(s)

Debtor(s) and Mortgagor(s) do(es) hereby further pledge, pawn and deliver unto said Mortgagee, its successors and assigns, all of the stock and participation certificates of said Mortgagee, owned or acquired hereafter by Debtor(s) or Mortgagor(s), or any of them, said Mortgagee hereby accepting and acknowledging same.

Mortgagor(s) covenant(s) with Mortgagee and its successors and assigns, that Mortgagor(s) is/are lawfully seized in fee of the aforegranted Property; that they are free from all encumbrances, unless otherwise herein stated; that Mortgagor(s) has/have good right to sell and convey the same to Mortgagee; that Mortgagor(s) will warrant and defend the Property to the Mortgagee and its successors and assigns forever against the lawful claims and demands of all persons; and covenant(s) that said Mortgagor(s) shall not sell or further encumber said Property without the written consent of Mortgagee, its successors and assigns.

The undersigned Debtor(s) and Mortgagor(s) expressly agree, jointly and individually, that this Mortgage shall remain in full force and effect as security for the full performance of all obligations of Debtor(s) and Mortgagor(s) herein described and also as security for the payment, when due, of all present or future debts herein described, with interest thereon, and notwithstanding any extensions of the time of, or for the payment of any of said principal or interest, or any changes in the amounts agreed to be paid under or by virtue of any obligations provided for in this mortgage, or any changes by way of release or surrender of any collateral and/or Property held as security. The undersigned Mortgagor(s) and Debtor(s) waive(s) all and every kind of notice of any such extensions or changes and agree that the same may be made without the joinder of the undersigned. And each of the undersigned further, jointly and individually, agree to notify, in writing, Mortgagee, its successors and assigns, of any transfer by deed or otherwise of any of the security herein, whether it be among themselves or a third party and of any encumbrances of any collateral and/or Property held as security by Mortgagee herein, as well as any liens and suits filed and judgments obtained against them or any of them, it being expressly understood, as hereinabove stated, that any sale or further encumbering of any of the security herein described, without the written consent of Mortgagee, its successors and assigns, shall constitute a default under the within Mortgage.

BUT, THIS CONVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS NEVERTHELESS, that is to say: If the Debtor(s) or Mortgagor(s) shall well and truly pay, when due, all sums hereby secured, including future loans and advances, and fulfill all other obligations under this Mortgage, then this conveyance shall become void. But if (a) the Debtor(s) and Mortgagor(s) fail(s) to perform any obligation or agreement herein contained, or (b) violate any provision herein included, or (c) fail to pay when due, any sums hereby secured, including present or future loans, obligations and advances due by any one of the Debtor(s), or (d) fail to pay any installment of any such debt when due or at maturity, or (e) in the event of any other default hereunder, or (f) should Debtor(s) or Mortgagor(s) become insolvent, be adjudicated bankrupt or made defendant in bankruptcy or receivership proceedings, either State or Federal, or (g) if Mortgagee, in good faith believes that the prospect of payment, performance or realization on the security is impaired, or (h) failure to perform or the breach of any term or covenant under any other agreement with the Mortgagee, or the occurrence of any other event of default under any other agreement or loan document entered into with the Mortgagee, or (i) if any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as provided by 7 CFR Part 12, then at the option of the Mortgagee, its successors and assigns, the whole of all debts hereby secured may be declared due and payable, without prior notice, and this Mortgage shall be subject to foreclosure whereupon

Mortgagee or its agents, attorneys or assigns are hereby authorized to immediately take possession of the Property herein described and, with or without taking possession, are further authorized and empowered to sell said Property, hereby conveyed, at auction for cash to the highest bidder at the courthouse door of the county courthouse of any county wherein any of the Property hereby conveyed is situated, first having given notice thereof by publication once a week for three successive weeks in any newspaper then published in each county in which any part of said land is situated; (and if no newspaper is then published in said county or counties, publication in a newspaper having general circulation therein shall suffice). In the event of such sale, the Mortgagee, or its successors and assigns, are authorized to purchase the said Property or any part thereof as if strangers, and the auctioneer or person making the sale is hereby expressly empowered to execute a conveyance in the name(s) of the Mortgagor(s) and Mortgagee, or its successors or assigns, to any purchaser at such sale; and, out of the proceeds of said sale Mortgagee shall first pay all expenses incident thereto, including reasonable and lawful attorneys' fees; then retain enough to pay said debts with the interest thereon and all other outstanding indebtedness then owing to the said Mortgagee, its successors and assigns, and the balance, if any shall be paid to Mortgagor(s) or any other party entitled thereto.

With respect to the Property, Mortgagor(s) has/have complied, is/are in compliance, and will at all times comply in all respect with all applicable laws (whether statutory, common law or otherwise), rules, regulations, orders, permits, licenses, ordinances, judgments, or decrees of all governmental authorities (whether Federal, state, local or otherwise), including, without limitation, all laws regarding public health or welfare, environmental protection, water and air pollution, composition of product, underground storage tanks, toxic substances, hazardous wastes, hazardous substances, hazardous materials, waste or used oil, asbestos, occupational health and safety, nuisances, trespass, and negligence.

The Mortgagor(s) hereby grant(s), and will cause any tenants to grant, to Mortgagee, its agents, attorneys, employees, consultants, contractors, successors and assigns, an irrevocable license and authorization, upon reasonable notice, to enter upon and inspect the Property and facilities thereon, and perform such tests, including without limitation, subsurface testing, soils and groundwater testing, and other tests which may physically invade the Property thereon, as the Mortgagee, in its sole discretion, determines is necessary to protect its security interest, provided however, that under no circumstances shall the Mortgagee be obligated to perform such inspections or tests.

Mortgagor(s) agree(s) to indemnify and hold Mortgagee, its directors, employees, agents, successors and assigns, harmless from and against any and all claims, losses, damages, liabilities, fines, penalties, charges, judgments, administrative orders, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including, but not limited to, attorneys' fees and expenses incurred by Mortgagee in and for this indemnity), arising directly or indirectly, in whole or in part, out of any failure of Mortgagor(s) to comply with the environmental representations, warranties and covenants contained herein.

Mortgagor's(s') representations, warranties, covenants and indemnities contained herein shall survive the occurrence of any event whatsoever, including, without limitation, the satisfaction of the promissory note secured hereby, the reconveyance or foreclosure of this Mortgage, the acceptance by Mortgagee of a deed in lieu of foreclosure, or any transfer or abandonment of the Property.

To provide for payment of all debts secured by this Mortgage, Mortgagor(s) hereby assign(s) to the Mortgagee all sums of money which are now due or hereafter may become due to Mortgagor(s) for claims, injury or damage to the Property from any cause, and also all sums which are now due or hereafter may become due to Mortgagor(s) as rents, royalties, bonuses or delay rentals under any oil, gas or other mineral lease now existing, or hereafter entered into by Mortgagor(s) on the Property described above and to assign payment of these sums to the Mortgagee. Mortgagor(s) agree(s) to execute and deliver to the Mortgagee any further instruments which the Mortgagee may require. At the Mortgagee's option, sums paid to it by virtue of this assignment may be released by the Mortgagee to Mortgagor(s), and release of any such sums shall not prevent the Mortgagee from receiving payment of any other sums under this assignment. If not released by the Mortgagee to Mortgagor(s), such sums may be applied to pay any matured debt owing to the Mortgagee, or if no matured debt exists, such sums may be applied as advance payment of principal, according to the provisions of the promissory note described herein. Release of this Mortgage of record shall automatically terminate the Mortgagee's right to recover any further sums under this assignment.

All the rents, royalties, issues, profits, revenue, income and other benefits of the Property described aforesaid arising from the use or enjoyment of all or any portion thereof or from any lease or agreement pertaining thereto (the "Rents and Profits") are hereby absolutely assigned, transferred and conveyed to Mortgagor(s) to be applied by Mortgagee in payment of the principal and interest and all other sums payable on the promissory note described herein and all other sums payable under or by this Mortgage. Prior to the happening of any event of default as specified herein, Mortgagee shall have a license to collect and receive all Rents and Profits as trustee for the benefit of the Mortgagor(s) and shall apply the amount so allocated first to the payment of interest and principal and other sums due and payable under the promissory note described herein, and to the payment of all other sums payable under this Mortgage. Thereafter, so long as no event of default has occurred, the balance shall be distributed to the account of Mortgagor(s). Nothing contained in this article or elsewhere in this Mortgage shall be construed to make or render Mortgagee in possession unless and until Mortgagee actually takes possession of the Property described herein either in person or through an agent or receiver. Upon the occurrence of an event of default, Mortgagee may notify tenants to pay all future Rents and Profits to the Mortgagee, and by its execution hereof Mortgagor consents to Mortgagee's collection of the

Rents and Profits and does hereby appoint Mortgagee as its attorney in fact to demand, collect and sue for the Rents and Profits coming due after the occurrence of an event of default. This appointment is coupled with an interest and is irrevocable. Mortgagor may also, at its discretion, seek the appointment of a receiver after the occurrence of an event of default and all expenses of a receivership shall be paid from the Rents and Profits and/or proceeds of a sale in the event of a foreclosure.

Mortgagor(s) hereby agree(s) to indemnify Mortgagee for and save harmless from any and all liability, loss or damage, including reasonable attorneys' fees, which Mortgagee might incur under said leases or by virtue of this assignment, and from any and all claims and demands whatsoever, which may be asserted against Mortgagee thereunder or hereunder, and, without limiting the generality of the foregoing, and covenants that this assignment, prior to any such default by Mortgagor(s) and entry upon the Property described herein by Mortgagee by reason thereof, shall not operate to place responsibility for control, care, management or repair of the Property described aforesaid upon the Mortgagee, nor need carrying out of said leases, nor shall it operate to make Mortgagee responsible or liable for any waste committed on the Property described aforesaid herein by the tenants or any other party, or for any negligence in the management, upkeep, repair or control of said Property described aforesaid resulting in loss or injury or death to any tenant, licensee, invitee, employee, stranger or other person.

Mortgagor(s) shall not execute any lease of all or any portion of the Property described herein without the prior written consent of Mortgagee and all leases entered into hereafter will be in form and substance subject to the approval of the Mortgagee.

Mortgagor(s) will at all times promptly and faithfully perform or cause to be performed all the covenants, conditions and agreements contained in all leases of the Property described aforesaid now or hereafter existing on the part of the lessor thereunder to be kept and performed.

If, at such time, a receiver has not been appointed, any monies received or collected by Mortgagee, its successors or assigns, by virtue of this assignment, shall be applied for the following purposes, but not necessarily in the order named, priority and application of such funds being within the sole discretion of Mortgagee, its successors and assigns:

1. To the payment of all necessary expenses for the operation, protection and preservation of the Property described aforesaid, including the total and customary fees for management services and reasonable attorneys' fees.
2. To the payment of taxes levied and assessed against the Mortgaged Property described aforesaid as said taxes and assessments become due and payable.
3. To the payment of premiums due and payable on any insurance policy described aforesaid.
4. To the payment of installments of principal and interest due on the herein described Promissory Note as and when they become due and payable.
5. The balance remaining after payment of the above shall be paid to the then owner of record of the Property described aforesaid.

If Mortgagee herein, its successors or assigns, elects to foreclose this Mortgage in a Court having jurisdiction thereof, Mortgagor(s) will pay the costs thereof including reasonable attorneys' fees, which shall be and constitute a part of the debt hereby secured.

Mortgagor(s) and Debtor(s) further specifically waive(s) all exemptions which Mortgagor(s) or Debtor(s) has/have, or to which Mortgagor(s) or Debtor(s) may be entitled under the Constitution and laws of the State of Alabama or any other State in regard to the collection or enforcement of the debts hereby secured.

Mortgagor(s) promise(s) and agree(s) to pay all taxes and other lawful charges and assessments which may be imposed upon, or levied against the Property, hereby described, before the same become delinquent, so long as the debts hereby secured remain unpaid; and also to keep buildings and other improvements on said above described Property insured against loss by fire, lightning, tornado, earthquake, theft, and all other expected risks and perils as Mortgagee may require and in such companies and under such policies and in such form as Mortgagee may require, to their full insurable value, until all debts hereby secured have been paid in full. All such policies of insurance shall contain loss payable clauses in favor of Mortgagee and the original of such policies shall be deposited with Mortgagee.

It is further hereby agreed that failure of Debtor(s) or Mortgagor(s) to insure the Property as herein required and/or failure to pay taxes and assessments due thereon before the same become delinquent, shall constitute default in the terms of this Mortgage; and in such event Mortgagee, its successors and assigns, may at this option and without notice pay such delinquent insurance premiums, taxes, or assessments, add the same to the principal of the Mortgage indebtedness, declare the Mortgage in default, and proceed at its option to foreclose the same just as if default had been made in the payment of any other debt hereby secured.

If required as a condition of any loan secured hereunder, Debtor(s) or Mortgagor(s) shall pay to Mortgagee on the day installments are due, until the note is paid in full or any escrow requirement is otherwise waived in writing by Mortgagee, a sum to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this instrument as a lien or encumbrance on the property; and (b) premiums for any and all insurance required by Mortgagee. Such amounts required hereunder shall be determined in accordance with the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X ("RESPA"). Upon payment in full of all sums secured by this instrument, or if any such escrow requirement is no longer required as a condition of any loan secured hereunder, Mortgagee shall promptly refund to Debtor(s) or Mortgagor(s) any funds held by Mortgagee under this escrow requirement.

IN WITNESS WHEREOF, the Debtor(s) and Mortgagor(s) has/have hereunto signed their name(s) and seal(s) this 24th day of May, 2019.


Bradley Eric Deese

(SEAL)


Meagan Billingsley Deese

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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INDIVIDUAL ACKNOWLEDGEMENT

THE STATE OF Alabama }
COUNTY OF Shelby }

I, the undersigned authority, a Notary Public for said State and County, hereby certify that
Bradley Eric Deese and his wife Meagan Billingsley Deese

whose name(s) is/are signed to the foregoing Mortgage, and who is/are known to me,
acknowledge before me on this date, that, being informed of the contents of the within Mortgage,
he/she/they executed the same voluntarily on the day the same bears date.

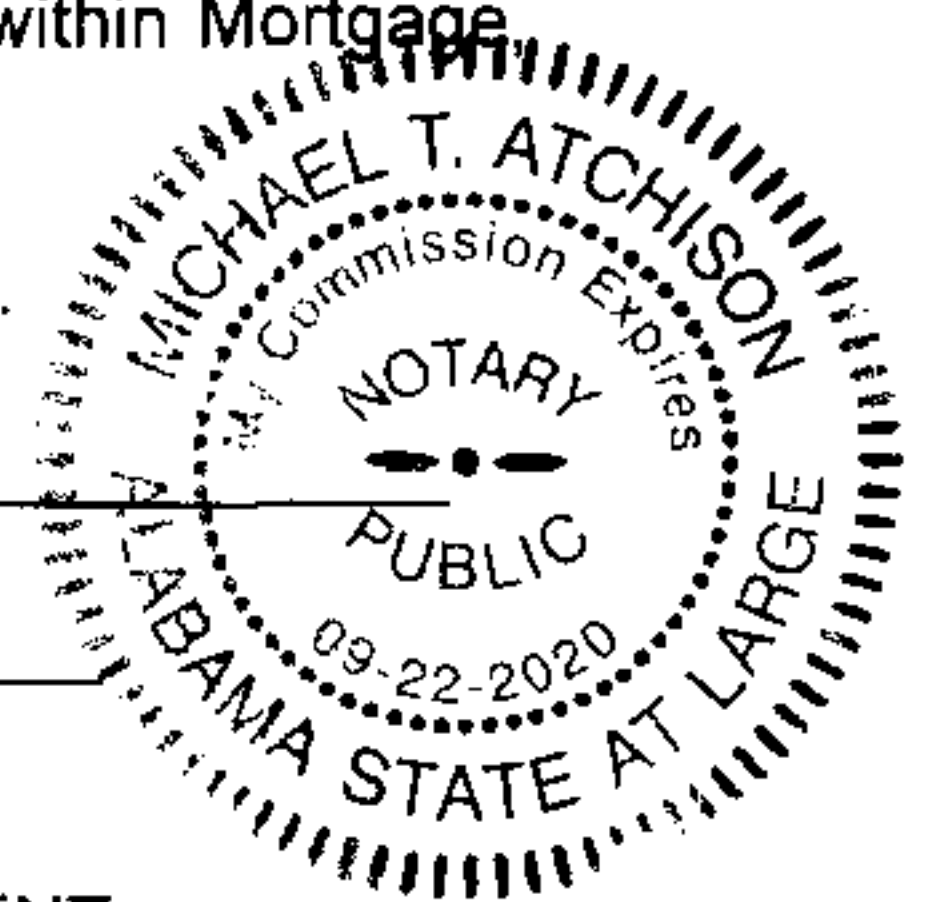
Given under my name and seal this 24th day of May, 2019.

Notary Public

Michael T. Atchison

My Commission Expires:

9-22-2020



CORPORATE* PARTNERSHIP* ASSOCIATION ACKNOWLEDGEMENT

THE STATE OF _____ }
COUNTY OF _____ }

I, the undersigned authority, a Notary Public for said State and County, hereby certify that
_____ and
_____ whose name(s)
as _____ and _____ of _____
is/are signed to
the foregoing Mortgage, and who is/are known to me, acknowledged before me on this date, that,
being informed of the contents of the within Mortgage, he/she/they executed the same voluntarily
and with full authority on the day the same bears date for and as the act of said

Given under my name and seal this _____ day of _____, _____.

Notary Public _____

My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGEMENT

THE STATE OF _____ }
COUNTY OF _____ }

I, the undersigned authority, a Notary Public for said State and County, hereby certify that

whose name(s) is/are signed to the foregoing Mortgage, and who is/are known to me,
acknowledge before me on this date, that, being informed of the contents of the within Mortgage,
he/she/they executed the same voluntarily on the day the same bears date.

Given under my name and seal this _____ day of _____, _____.

Notary Public _____

My Commission Expires: _____

First South Farm Credit, ACA as agent/nominee
Ryan S Marlow NMLS ID# 1235924

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LEGAL DESCRIPTION

EXHIBIT "A"

Commencing at the SW corner of the SW 1/4 of the NE 1/4 of Section 28, Township 21 South, Range 1 East, Shelby County, Alabama; thence North 00 degrees 29 minutes 34 seconds East for a distance of 29.00 feet to the northerly R.O.W line of Lewis Road, 40' R.O.W and the POINT OF BEGINNING; thence continue North 00 degrees 29 minutes 34 seconds East and leaving said R.O.W. line for a distance of 402.66 feet; thence South 88 degrees 31 minutes 54 seconds West for a distance of 8.00 feet; thence North 00 degrees 45 minutes 51 seconds East for a distance of 757.54 feet; thence North 90 degrees 00 minutes 00 seconds East for a distance of 273.51 feet; thence South 23 degrees 51 minutes 39 seconds East for a distance of 727.35 feet; thence South 87 degrees 48 minutes 27 seconds East for a distance of 656.80 feet to the westerly R.O.W line of Shelby County Highway 77; 80 feet R.O.W; thence South 03 degrees 37 minutes 13 seconds East and along said R.O.W line for a distance of 300.00 feet; thence North 88 degrees 44 minutes 02 seconds West and leaving said R.O.W. line for a distance of 194.92 feet; thence South 01 degree 13 minutes 36 seconds West for a distance of 206.18 feet to the northerly R.O.W line of Lewis Road, 40' R.O.W; thence North 88 degrees 16 minutes 27 seconds West and along said R.O.W line for a distance of 1049.76 feet to the POINT OF BEGINNING.

According to the survey of Rodney Shiflett, dated March 12, 2019.

Signed for identification


Bradley Eric Deese


Meagan Billingsley Deese


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