

This Instrument was prepared by:
ELLIS, HEAD, OWENS, JUSTICE & ARNOLD
113 North Main Street
P. O. Box 587
Columbiana, Alabama 35051

REAL ESTATE MORTGAGE

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

JOHN DANIEL REEVES, an unmarried man (hereinafter called “Mortgagor”, whether one or more) is justly indebted, to HOWARD HUMPHREYS (hereinafter called “Mortgagee”, whether one or more), in the sum of **THIRTY-THREE THOUSAND SEVEN HUNDRED FIFTY-SEVEN AND 74/100 DOLLARS (\$33,757.74)**, evidenced by one Real Estate Mortgage Note of this date in the amount of **THIRTY-THREE THOUSAND SEVEN HUNDRED FIFTY-SEVEN AND 74/100 DOLLARS (\$33,757.74)**, with zero interest, and payable in accordance with the terms of said Note, until said sum is paid in full.

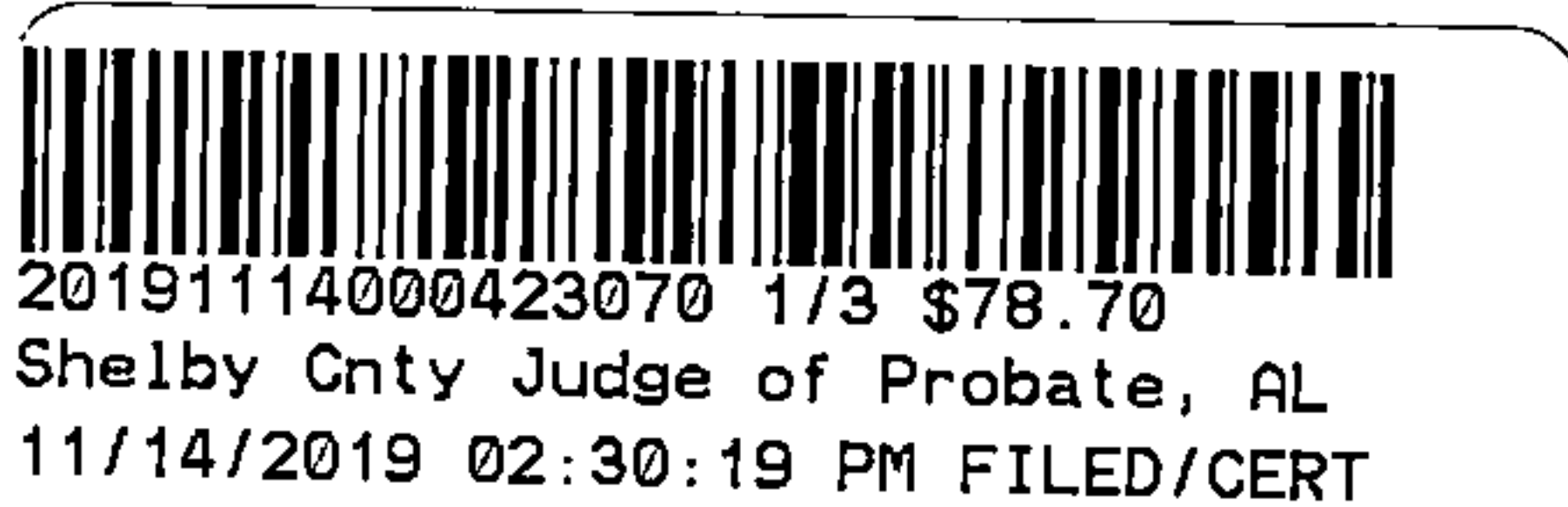
And Whereas, Mortgagor agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagor, JOHN DANIEL REEVES, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

Commence at the Northeast corner of the SW 1/4 of NW 1/4, Section 2, Township 21 South, Range 1 East; thence run Southerly along the East boundary line of said SW 1/4 of NW 1/4 a distance of 20.00 feet to a point on the South line of a 20-foot wide easement; thence turn an angle of 90 degrees 00 minutes 36 seconds to the right and run Westerly along said South line of a 20-foot wide easement and parallel to the North boundary line of the SW 1/4 of NW 1/4 a distance of 881.29 feet to the point of beginning; thence continue in the same direction along the said South line of a 20-foot wide easement a distance of 440.07 feet to a point on the East edge of a chert road; thence turn an angle of 110 degrees 38 minutes 20 seconds to the left and run Southeasterly along said road a distance of 200.65 feet to a point; thence turn an angle of 4 degrees 17 minutes 17 seconds to the right and continue along said road a distance of 202.64 feet to a point; thence turn an angle of 0 degrees 35 minutes 50 seconds to the right and continue along said road a distance of 211.40 feet to a point; thence turn an angle of 92 degrees 18 minutes 59 seconds to the left and leaving said road, run Northeasterly a distance of 424.00 feet to a point; thence turn an angle of 90 degrees to the left and run Northwesterly a distance of 477.73 feet to the point of beginning. Said parcel of land is lying in the SW 1/4 of NW 1/4, Section 2, Township 21 South, Range 1 East.

According to survey of Lewis H. King, Jr., RLS #12487, dated July 9, 1994.

Also known as vacated map of Summerfield Cottages Map Book 26, Page 140
Vacated by Wilsonville Resolution 041102.



Subject to:

1. Ad valorem taxes due and payable October 1, 2019.
2. Easements, restrictions, rights-of-way, and permits of record.
3. Mineral and mining rights not owned by the Mortgagor.

Mortgagor shall have the right to prepay all or any part of the above stated indebtedness at any time, without penalty, by paying such amount of prepayment plus accrued interest, if any, as of such prepayment date.

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 Mortgagee may at Mortgagee's 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 Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee 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 Mortgagor pays said indebtedness, and reimburses said Mortgagee 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 Mortgagee or assigns, 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 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 hereby secured, 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, 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 Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's

fee to said Mortgagee 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.

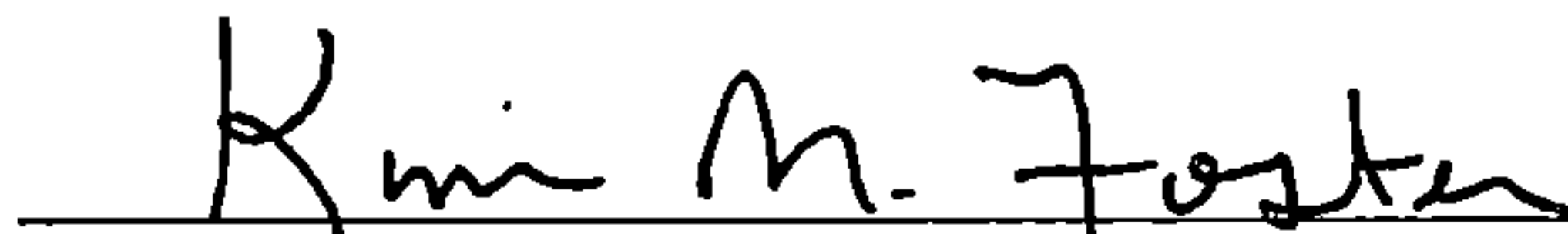
IN WITNESS WHEREOF the undersigned, **JOHN DANIEL REEVES**, has hereunto set his signature and seal this 9th day of August, 2019.


John Daniel Reeves

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that John Daniel Reeves, an unmarried man, whose name is signed to the foregoing instrument, and who is known to me acknowledged before me on this day, that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of August, 2019.


Notary Public
My Commission Expires: 1-3-23



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Shelby Cnty Judge of Probate, AL
11/14/2019 02:30:19 PM FILED/CERT