

STATE OF ALABAMA:

COUNTY OF SHELBY:

This is a purchase money mortgage,
the proceeds of which have been
applied to the purchase price of
the property herein described.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that **CHESTERBROOKE STABLES, LLC, an Alabama Limited Liability Company**, (hereinafter called "mortgagor"), for and in consideration of the sum of Two Hundred Forty Two Thousand Four Hundred Eighty Six and 44/100ths (\$242,486.44) Dollars, hereby acknowledged to have been paid to it by **GROVER LARKIN WEEKLEY and HARRIET A. WEEKLEY** (hereinafter called "mortgagees"), does hereby grant, bargain, sell and convey unto the mortgagees all that real property in the County of Shelby, State of Alabama, described as follows:

Parcel I:

Commence at the Southeast corner of Section 32, Township 18 South, Range 2 East; thence turn North along the East line thereof for 974.78 feet; thence 88 degrees 16 minutes 03 seconds left run Westerly 450.20 feet to the point of beginning; thence 9 degrees 32 minutes 50 seconds left run Westerly 608.19 feet; thence 84 degrees 55 minutes 33 seconds right run Northerly 872.19 feet to the Southeasterly right of way McConico Road (prescriptive right of way); thence (run Northeasterly along said right of way the following courses) 41 degrees 21 minutes 52 seconds right for 283.05 feet; thence 8 degrees 54 minutes 14 seconds right for 224.07 feet; thence 2 degrees 58 minutes 52 seconds right for 224.71 feet; thence 12 degrees 42 minutes 33 seconds left for 143.61 feet; thence (leaving said right of way) 149 degrees 38 minutes 33 seconds right run Southerly 269.71 feet; thence 69 degrees 18 minutes 54 seconds left for 227.20 feet; thence 78 degrees 21 minutes 40 seconds right for 394.37 feet; thence 52 degrees 17 minutes 32 seconds left for 429.61 feet; thence 74 degrees 22 minutes 05 seconds right run Southwesterly 378.54 feet; thence 28 degrees 24 minutes 57 seconds left for 129.69 feet to the point of beginning.

Parcel II:

Begin at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 32, Township 18 South, Range 2 East; thence run Easterly along the South line thereof for 801.04 feet; thence 91 degrees 43 minutes 57 seconds left run Northerly 974.78 feet; thence 97 degrees 48 minutes 53 seconds left run Westerly 608.19 feet; thence 84 degrees 55 minutes 33 seconds right run Northerly 872.19 feet to the Southeasterly right of way of McConico Road (Prescriptive right of way); thence 138 degrees 38 minutes 08 seconds left run Southwesterly along said right of way for 125.75 feet to the West line of the Northeast 1/4 of the Southeast 1/4 of said Section; thence 28 degrees 29 minutes 58 seconds left run Southerly for 270.84 feet to the Northwest corner of said Southeast 1/4 - Southeast 1/4 of said Section; thence 2 degrees 22 minutes 27 seconds left run Southerly 1337.87 feet to the point of beginning.

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

Line permit granted to Alabama Power Company as set out in instrument(s) recorded in Deed Book 129, Page 302.

The recording references refer to the records in the Office of the Judge of Probate, Shelby County, Alabama.

Together with all and singular the rights, members, privileges, hereditaments, easements and appurtenances thereunto belonging or in any wise appertaining; to have and to hold the same forever.

Providing always, and these presents are upon the express condition, that if the said mortgagor shall well and truly pay to the mortgagees said sum of \$242,486.44 with interest thereon according to the tenor and effect of that certain promissory note

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of even date herewith executed by said mortgagor and payable as follows:

Consecutive monthly installments of One Thousand One Hundred Twenty Two and 99/100ths (\$1,122.99) Dollars per month beginning February 10, 2020, each said installment to include interest at the rate of Three and Three Quarters(3.75%) percent per annum for 179 consecutive months, said installments to be applied first to interest then due and the balance, if any, to be applied on the principal, with the entire balance and accrued interest is due and payable on the date of the 180th consecutive monthly payment.

said note being payable to the mortgagees at 343 Royal Drive, Gulf Shores, Al; 36542 and if the mortgagor shall perform all the covenants and agreements herein contained, then these presents shall be void; otherwise they shall remain in full force and effect.

Upon default in the payment of any installment of principal or interest on said note or upon default in the performance of any of the covenants and agreements herein contained, the mortgagees may declare the entire principal sum of said indebtedness immediately due and payable, and the mortgagor hereby vests the mortgagees with full power and authority, upon the happening of any such default, to sell said property at public outcry at the front door of the Court House of said County, for cash to the highest bidder, after first giving notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three

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consecutive weeks, in a newspaper published in said County; to
make proper conveyance to the purchaser in the name of the
mortgagor; and the proceeds of said sale to apply, first, to the
payment of the costs of said sale, including a reasonable
attorney's fee; second to the payment of the amount of said
principal indebtedness, whether due or not, together with the
unpaid interest thereon to the date of sale, and any amount that
may be due the mortgagee by virtue of any of the special liens
herein declared; and third, the balance, if any, to pay over to
the said mortgagor.

And except as herein provided, the mortgagor hereby
covenants with the mortgagee and with the heirs, successors and
assigns of the mortgagee that the mortgagor is seized of an
indefeasible estate in fee simple in and to the above described
property, is in the peaceable possession thereof, and has a good
and lawful right to mortgage and convey the same; that said
property is free from all encumbrances except as herein provided,
and that the mortgagor hereby warrants and will forever defend
the title to said property unto the mortgagee, and unto the
heirs, successors and assigns of the mortgagee, against the
lawful claims of all persons whomsoever.

The conveyance of the above described property and all
warranties of the mortgagor hereunder (whether express or

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statutory) are made subject to the lien of taxes hereafter
falling due.

And the mortgagor further expressly agrees and covenants:

To pay said note and the installments of principal and
interest thereon, when they respectively fall due;

To keep any buildings or other improvements now, or
which may hereafter be erected, upon said property in good
repair, and insured against fire and lightning and against
hazards covered by the form of insurance contract generally
known as "extended coverage", and also the form of coverage
known as "all physical loss" if required by the mortgagee, by
policies issued by good and solvent insurance companies approved
by the mortgagee, which policies shall be deposited with the
mortgagee and shall provide that loss, if any, shall be payable
to the mortgagee as the mortgagee's interest may appear, such
policies to be in such amounts, not exceeding the insurable
value of the said buildings or other improvements, as may be
required by the mortgagee;

To pay promptly all taxes, assessments, liens, or other
charges which may be, or become effective against said property,
regardless of whether or not the same may be excepted from the
warranties hereinabove, together with all penalties, costs, and
other expenses incurred, or which may accrue, in connection
therewith;

That if the mortgagee shall, upon the happening of any default hereunder, resort to litigation for the recovery of the sums hereby secured, or employ an attorney to collect said sums or to foreclose this mortgage under the power of sale herein or by bill in equity, the mortgagor will pay all reasonable costs, expenses, and attorney's fees thus incurred; and said costs, expenses, and attorney's fees, and any other sum or sums due the mortgagee by virtue of any of the special liens herein declared, may be included in any judgment or decree rendered in connection with said litigation;

That if the mortgagor fails to perform any of the duties herein specified the mortgagee may perform the same, and for any sums expended by the mortgagee in this behalf the mortgagee shall have an additional lien, secured by these presents, on said property;

That in the event of litigation arising over the title to, or possession of, said property the mortgagee may prosecute or defend said litigation, and for any sum or sums expended by the mortgagee in this behalf the mortgagee shall have an additional lien, secured by these presents, on said property;

That at any sale under the powers herein the mortgagee may bid for and purchase said property like a stranger hereto, and in the event the mortgagee should become the purchaser at said sale, either the auctioneer conducting the sale or the

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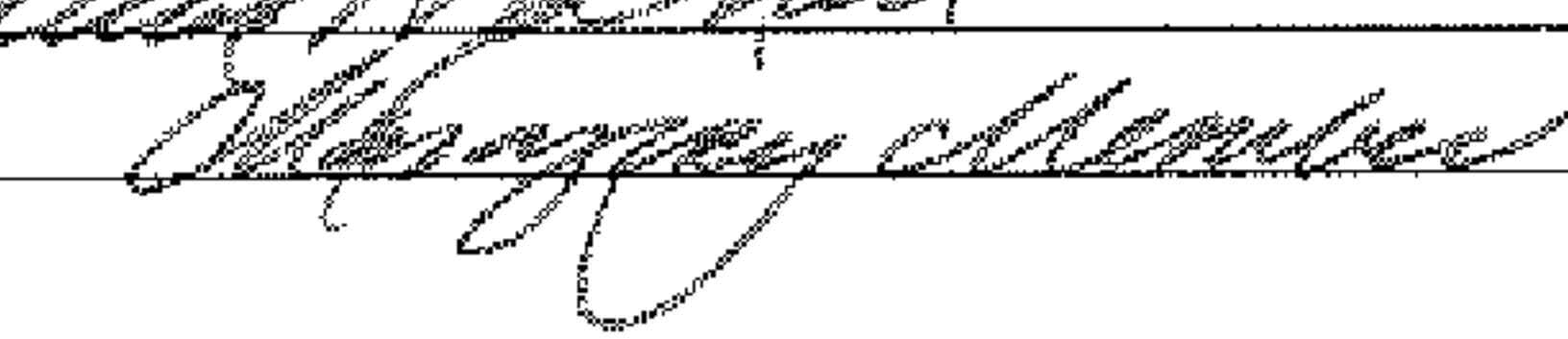
mortgagee may execute a deed to the mortgagee in the name of the mortgagor.

That the word "mortgagee" wherever herein used, shall include all mortgagees herein named, and their respective heirs, executors, administrators, successors and assigns, and the word "mortgagor" wherever herein used, shall include all mortgagors herein named, and their respective heirs, executors, administrators and successors. The masculine pronoun, wherever herein used, shall mean and include the appropriate feminine or neuter pronoun. Wherever herein used the singular number shall include the plural, and the plural number shall include the singular.

This mortgage shall not secure any other indebtednesses of the mortgagor to the mortgagee; whether contingent, now due or hereafter to become due, and whether heretofore or contemporaneously herewith or hereafter contracted before the cancellation or foreclosure of this mortgage.

IN WITNESS WHEREOF, the mortgagor has hereto set its hand and seal on this the 13 day of January, 2020.

CHESTERBROOKE STABLES, L.L.C.

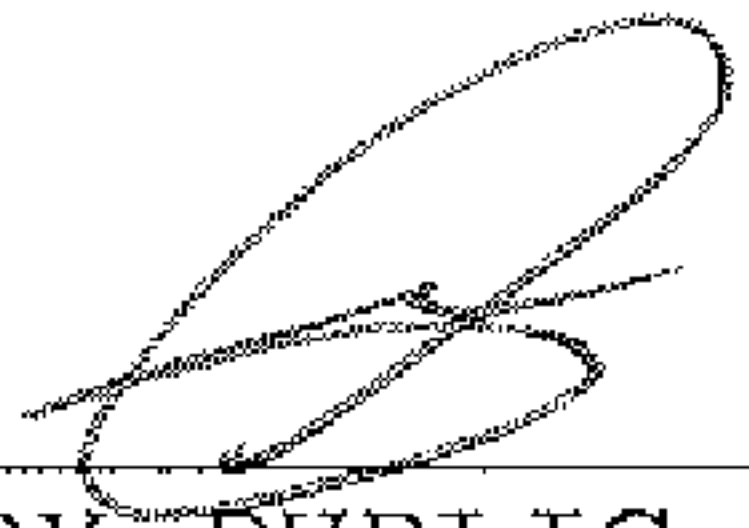
BY:  (SEAL)
Its: 

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COUNTY OF Jefferson :

I, Alan Crocker Keith, a Notary Public, in and for said County, in said State, hereby certify that Michael H. White whose name as Managing Member of **CHESTERBROOKE STABLES, L.L.C.**, 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.

Given under my hand and notarial seal on this the 13 day of January, 2020.


NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:
ROBERT M. GALLOWAY, ESQ.
GALLOWAY, WETTERMARK,
& RUTENS, LLP.
ATTORNEYS AT LAW
POST OFFICE BOX 16629
MOBILE, AL 36616

ALAN CROCKER KEITH
Notary Public, Alabama State at Large
My Commission Expires March 14, 2020

ADDRESS OF MORTGAGOR
5210 Heatherhedge Circle
Birmingham, AL 35244

ADDRESS OF MORTGAGEES
343 Royal Drive
Gulf Shores, AL, 36542



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Alvin S. Beal