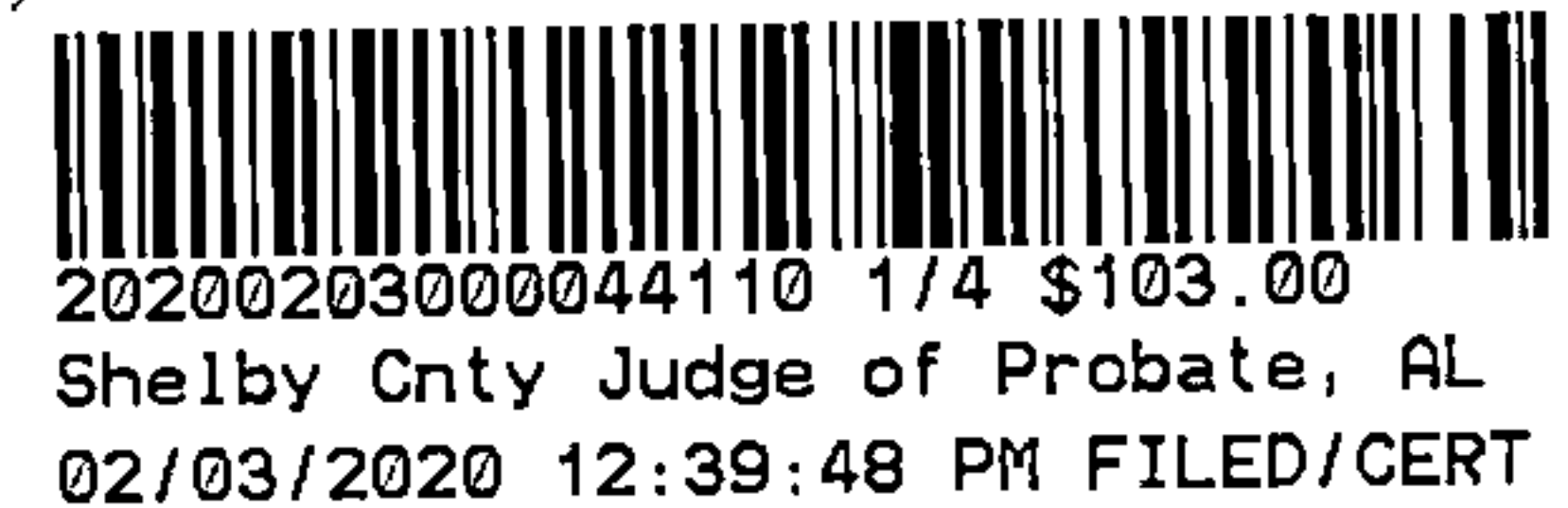


This instrument was prepared by:
Michael T. Atchison, Attorney At Law
PO Box 822, Columbiana, AL 35051

MORTGAGE

**STATE OF ALABAMA
COUNTY SHELBY**



KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Wallace D. Franklin, Jr. and Jenny L. Franklin, husband and wife

(hereinafter called "Mortgagors", whether one or more are justly indebted to

Theresa G. Niendorf

(hereinafter called "Mortgagees", whether one or more),

in the sum of FORTY EIGHT THOUSAND DOLLARS AND 00/100 (\$48,000.00)
evidenced by a mortgage note.

This is mortgage on real estate.

And whereas, Mortgagees agreed, in incurring said indebtedness, which this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Wallace D. Franklin, Jr. and Jenny L. Franklin

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagees the following described real estate, situated in SHELBY County, State of Alabama, to wit:

SEE ATTACHED EXHIBIT "A" – LEGAL DESCRIPTION

Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

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

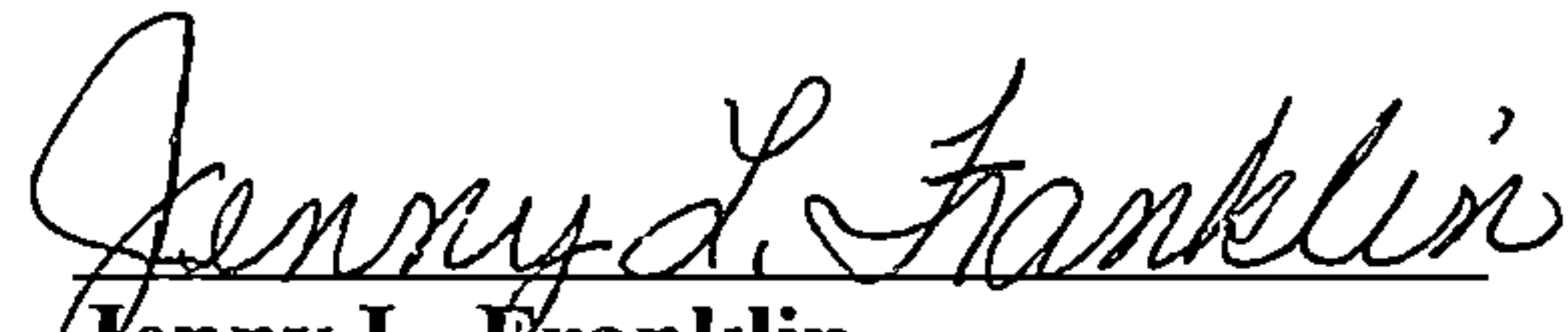
secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any payable to said 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 encumbrance 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 of Shelby and State of Alabama, 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.


20200203000044110 2/4 \$103.00
Shelby Cnty Judge of Probate, AL
02/03/2020 12:39:48 PM FILED/CERT

IN WITNESS WHEREOF the undersigned, **Wallace D. Franklin, Jr. and Jenny L. Franklin**, have hereunto set their signatures and seals, this 31 day of January, 2020.


Wallace D. Franklin, Jr.


Jenny L. Franklin

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, Mike T. Atchison, a Notary Public in and for said County, in said State, hereby certify that, **Wallace D. Franklin, Jr. and Jenny L. Franklin**, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of January, 2020.



Notary Public

My commission expires: 9/22/2020


20200203000044110 3/4 \$103.00
Shelby Cnty Judge of Probate, AL
02/03/2020 12:39:48 PM FILED/CERT

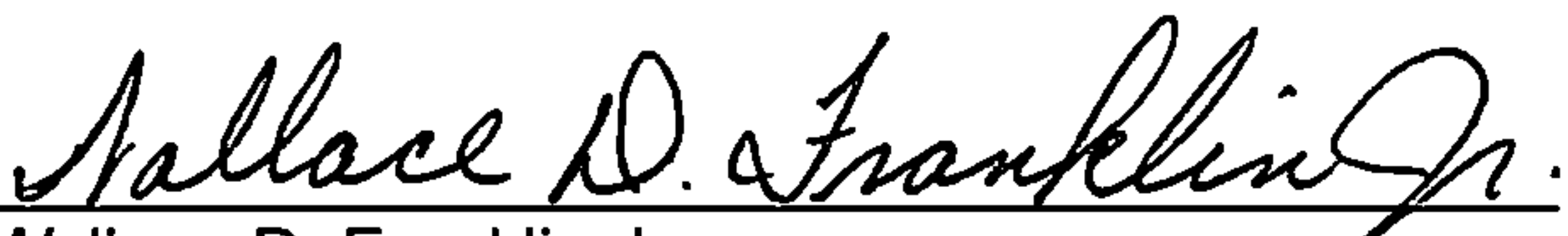
EXHIBIT "A"

A parcel of land situated on the NW 1/4 of the NE 1/4 of Section 29, Township 19 South, Range 1 West, Shelby County, Alabama being more particularly described as follows:

Commence at the NE corner of said NW 1/4 of the NE 1/4 of Section 29, Township 19 South, Range 1 West and run thence 02 degrees 30 minutes West along the East line of said 1/4-1/4 section a distance of 137.31 feet; thence South 32 degrees 51 minutes West a distance of 198.31 feet to an iron pin set on the Westerly right of way of Old Highway #280, thence North 78 degrees 24 minutes and 00 seconds East a distance of 315.75 feet to an iron pin; thence 21 degrees 14 minutes 17 seconds West a distance of 41.42 feet to an iron pin found at the point of beginning of the within described tract; thence South 08 degrees 29 minutes 05 seconds West a distance of 183.73 feet to a iron pin set; thence North 85 degrees 35 minutes 43 seconds West a distance of 312.80 feet to an iron pin found; thence North 05 degrees 27 minutes 28 seconds East a distance of 183.29 feet to an iron pin found; thence South 85 degrees 35 minutes 43 seconds East a distance of 322.50 feet back to the point of beginning.

Including that easement known as:

Commence at the NE corner of the NW 1/4 of the NE 1/4 of Section 29, Township 19 South, Range 1 West and run thence 02 degrees 30 minutes West along the East line of said 1/4-1/4 section; thence South 32 degrees 51 minutes West a distance of 198.81 feet to an iron pin set at the Northeasterly corner of the within described Tract 2 on the Easterly Right of Way of Old Highway # 280; thence South 33 degrees 60 minutes 01 second West along said Right of Way a distance of 77.86 feet to the centerline of said 20' Easement; thence North 66 degrees 06 minutes 42 seconds West a distance of 98.06 feet; thence North 74 degrees 08 minutes 07 seconds West a distance of 78.34 feet; thence North 27 degrees 14 minutes 21 seconds West a distance of 38.68 feet; thence North 84 degrees 36 minutes 14 seconds West a distance of 23.02 feet; thence South 73 degrees 22 minutes 51 seconds West a distance of 35.87 feet; thence South 62 degrees 12 minutes 38 seconds West a distance of 63.25 feet to the Easterly line of the within described Tract 1. Said 20' Easement intended to be along an existing driveway from Old Highway #280 running Westerly across said Tract 2 to said Tract 1.


Wallace D. Franklin Jr.


Jenny L. Franklin



20200203000044110 4/4 \$103.00
Shelby Cnty Judge of Probate, AL
02/03/2020 12:39:48 PM FILED/CERT