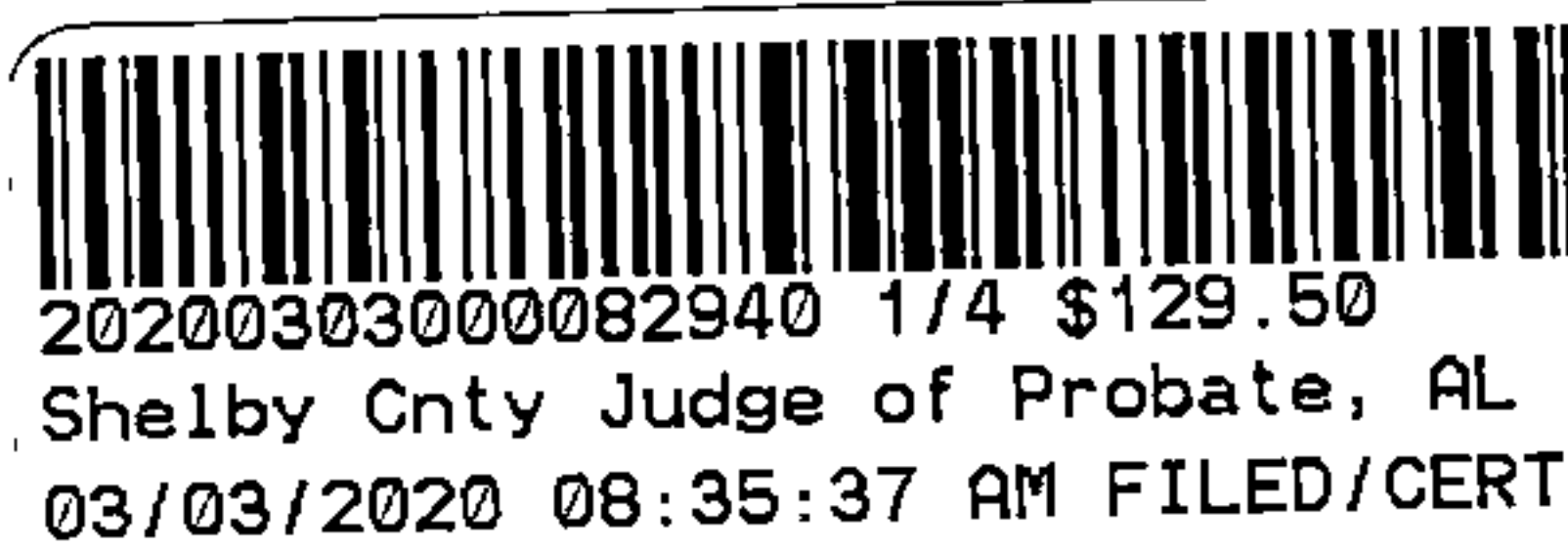


This instrument was prepared by:

Jim Pino, Esq.
363 Canyon Park Drive
Pelham, AL 35124



THE PREPARER OF THIS MORTGAGE HAS NEITHER BEEN REQUESTED TO NOR HAS HE CONDUCTED A TITLE SEARCH OR AN INSPECTION OF THE PROPERTY WHICH IS THE SUBJECT HEREOF NOR HAS THE PREPARER TAKEN ANY STEPS TO REVIEW OR CONFIRM THE ACCURACY OF THE LEGAL DESCRIPTION WHICH WAS FURNISHED TO HIM FOR USE IN PREPARING THIS MORTGAGE. NO REPRESENTATIONS OR WARRANTIES AS TO THE STATUS OF TITLE OR CONDITION OF THE PROPERTY HAVE BEEN MADE.

MORTGAGE

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS:

That Whereas, **Pamela Smith Horton**, (hereinafter called "Mortgagor(s)", whether one or more) are justly indebted, to **Michael Lee Smith, Donna S. Joiner and Steve Randall Smith**,

(hereinafter called "Mortgagee", whether one or more), in the sum of Sixty-five Thousand and 00/100 Dollars (\$65,000.00), as evidenced by a promissory note of even date bearing zero percent interest (0%) per annum, payable as follows: One year from the date hereof or upon the sale of the subject property, whichever event first occurs.

And Whereas, Mortgagors 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 Mortgagors, 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:

(See legal description attached hereto as Exhibit "A").

Subject to:

- (A) Easements, restrictions and rights-of-way appearing of record; and
- (B) 2020 Ad Valorem Taxes which are a lien but not yet due and payable.

THE ABOVE-DESCRIBED REAL ESTATE IS NOT THE HOMESTEAD OF THE MORTGAGOR.

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 Mortgagees 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 incumbrance, 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.



20200303000082940 2/4 \$129.50
Shelby Cnty Judge of Probate, AL
03/03/2020 08:35:37 AM FILED/CERT

IN WITNESS WHEREOF the undersigned, Pamela Smith Horton , has hereunto set her hand and seal, this the 17th day of February, 2020.

WITNESS:

[Signature]

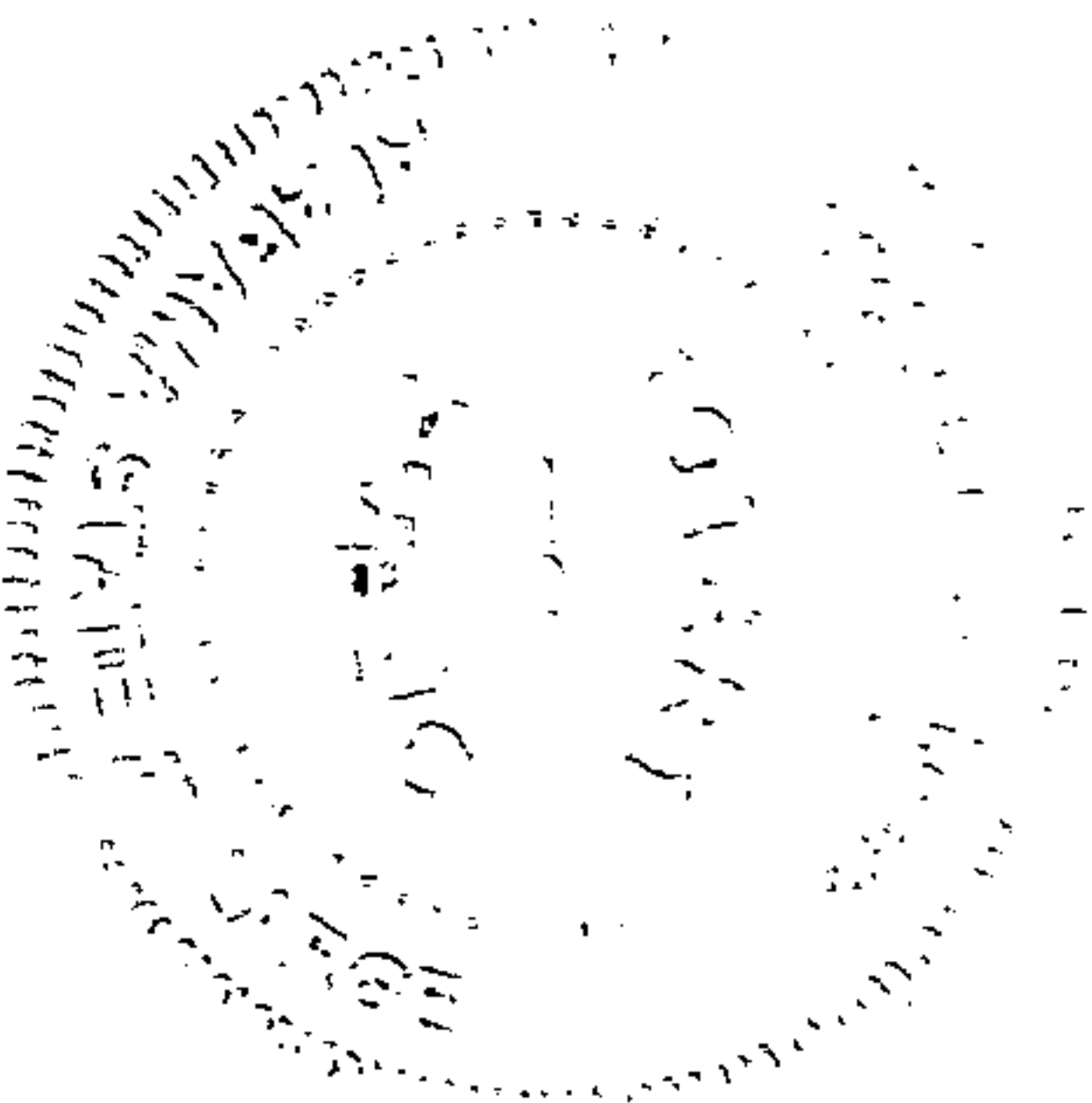
Pamela Horton

STATE OF ALABAMA:
COUNTY OF SHELBY:

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Pamela Smith Horton** , whose name 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/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of February, 2020.

Victoria Harkness
Notary Public



Victoria K. Harkness
Notary Public, Alabama State At Large
My Commission Expires April 21, 2023

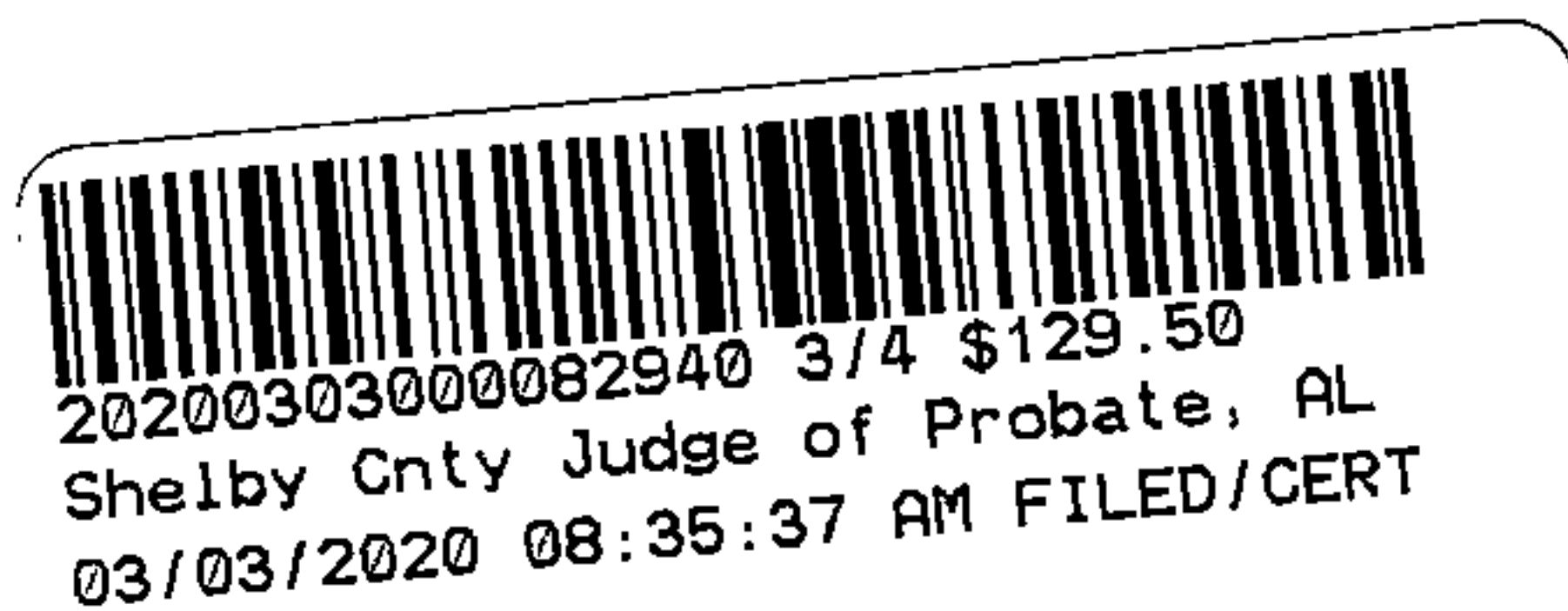


EXHIBIT "A"

Begin at the intersection of the Montevallo-Ashville Road and Longview Road and run South along East right of way line of Montevallo-Ashville Road 1122 feet to point of beginning of lot herein described; thence run South along Montevallo-Ashville Road right of way 297 feet; thence East to the East line of the SW 1/4 of the SE 1/4 of Section 35, Township 21, Range 3 West; thence North 297 feet to Anna Frost property; thence West to the point of beginning; being in the West ½ of the SE 1/4 of Section 35, Township 21, Range 3 West, containing 8 acres, more or less.

