

This instrument was prepared by:
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PO Box 822, Columbiana, AL 35051

MORTGAGE

STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Jimmie Parker, a Single man

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

The Estate of Lola Stinson

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

in the sum of FORTY THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS
AND 00/100 (\$43,750.00) 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,

Jimmie Parker

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.

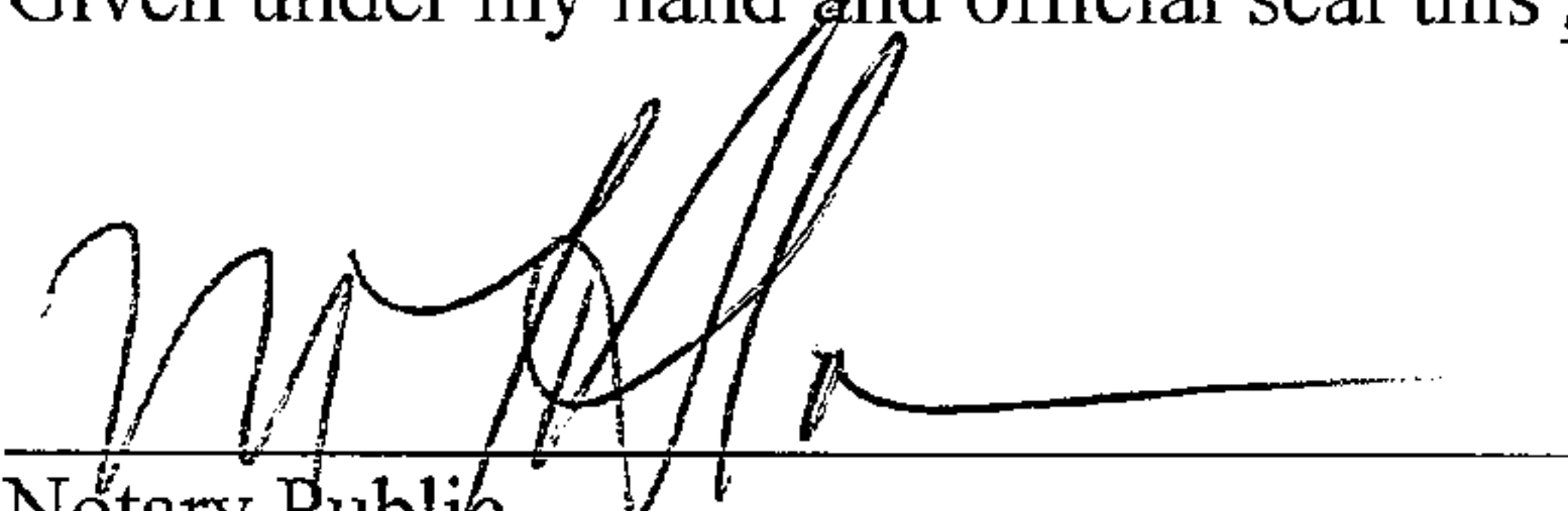
IN WITNESS WHEREOF, the undersigned **Jimmie Parker**, have hereunto set their signatures and seals, this 13th day of April, 2020.


Jimmie Parker

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, Mike T. Atchison, a Notary Public in and for said County, in said State, hereby certify that, **Jimmie Parker**, 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 13th day of April, 2020.


Notary Public

My commission expires: 9/22/2020

EXHIBIT "A" – LEGAL DESCRIPTION

From the SW corner of the NW 1/4 of the SE 1/4 of Section 12, Township 24 North, Range 15 East run Northerly along the West line of said 1/4-1/4 Section 951.93 feet; thence turn right an angle of 90 deg. 00' and run Easterly 73.42 feet to point of beginning of land herein described; thence continue Easterly 73.42 feet; thence turn left an angle of 90 deg. 00' and run Northerly 333.00 feet more or less to the South shore of Lay Lake; thence run Southwesterly along said shore line 80.00 feet more or less to the West boundary of said land herein described; thence run Southerly and parallel with the West line of said 1/4-1/4 Section 299.00 feet more or less to the point of beginning.

Being a part of the NW 1/4 of the SE 1/4, Section 12, Township 24 North, Range 15 East.

INGRESS, EGRESS AND BOAT ACCESS EASEMENT:'

A parcel of land in the Northwest Quarter of the Southeast Quarter of Section 12, Township 24 North, Range 15 East, being an easement for ingress, egress and boat access. Said parcel of land being more particularly described as follows:

Commencing at a 1" pipe found and being used as the Southwest corner of the Northwest Quarter of the Southeast Quarter of said Section 12: thence North 02 degrees 05 minutes 21 seconds West, along a line being used as the West line of said sixteenth section, a distance of 467.21 feet to a 1/2" rebar, with a cap stamped "Shiflett" found, on the Northwest right of way of County Highway 432; thence North 52 degrees 02 minutes 58 seconds East, along said right of way, a distance of 182.50 feet to the point of beginning; thence North 02 degrees 07 minutes 45 seconds West, a distance of 362.01 feet to a point; thence North 05 degrees 03 minutes 57 seconds West, a distance of 15.54 feet to a point; thence North 01 degree 40 minutes 44 seconds West, a distance of 288.98 feet to a point; thence South 88 degrees 00 minutes 54 seconds West, a distance of 15.00 feet to a point; thence North 01 degree 40 minutes 44 seconds West, a distance of 25.00 feet, to a point on the 397' contour; thence North 67 degrees 20 minutes 12 seconds West along said contour, a distance of 16.07 feet to a 3/4" pipe found; thence North 68 degrees 42 minutes 46 seconds East, along said contour, a distance of 15.38 feet to a 3/4" pipe, found; thence North 58 degrees 08 minutes 33 seconds East, along said contour, a distance of 34.60 feet to point; thence South 01 degree 59 minutes 06 seconds East, a distance of 52.99 feet to a point; thence South 88 degrees 00 minutes 54 seconds West, a distance of 30.00 feet to a point; thence 01 degree 59 minutes 06 seconds East, a distance of 148.84 feet to a point; thence 02 degrees 00 minutes 42 seconds East, a distance of 15.00 feet to point; thence 02 degrees 00 minutes 42 seconds East, a distance of 125.00 feet to point; thence South 01 degree 58 minutes 10 seconds East, a distance of 15.02 feet to point; thence South 02 degrees 05 minutes 50 seconds East, a distance of 352.02 feet to a 3/4" pipe, found on the Northwest right of way of County Highway No. 432; thence South 53 degrees 19 minutes 19 seconds West, a distance of 18.53 feet to point of beginning.

