

THIS INSTRUMENT PREPARED BY:
CURTIS WHITE COMPANIES INC.
8132 PARKWAY DR
LEEDS, AL 35094

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09/09/2020 10:34:28 AM
MORT 1/3

MORTGAGE

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That Whereas, **Curtis White Companies Inc.** (hereinafter called "Mortgagors" whether one or more) are justly indebted to **Betty White** (hereinafter called "Mortgagee" whether one or more), in the principal sum of **Two Hundred Thousand Dollars and No/Cents (200,000)**. Evidenced by one promissory note due in 12 months if not sooner paid.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof. This mortgage is secure by the following property located in Shelby County, State of Alabama, to-wit:

Commence at the Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 5, Township 18 South, Range 2 East and run Easterly along the South line of said quarter-quarter a distance of 2029.95 feet to the point of beginning; thence along the last described course a distance of 318.17 feet to a point o the West right of way line of Shelby County Highway No. 55, thence turn 66 degrees 09 minutes 55 seconds to the left and run northeasterly along said right of way a distance of 394.42 feet to a point; thence turn 88 degrees 21 minutes 56 seconds to the left and run Northwesternly a distance of 276.00 feet to a point; thence turn 90 degrees 00 minutes 00 seconds to the left and run Southwesterly a distance of 531.08 feet to the point of beginning.

There is a twenty foot wide access easement, as shown on the plat, that is proposed for ingress and egress described as follows:

Commence at the Southwest corner of the Northwest quarter of the Northeast Quarter of Section 5, Township 18 South, Range 2 East and run easterly 2348.12 feet to a point, thence turn 66 degrees 09 minutes 55 seconds to the left and run Northeasterly 394.42 feet to a point, thence turn 88 degrees 21 minutes 56 seconds to the left and run Northwesternly a distance of 85.93 feet to the point of beginning of the centerline of a 20 foot wide easement being 10 feet on each side of the following described centerline, thence turn 45 degrees 23 minutes 59 seconds to the left and run 68.75 feet to a point, thence turn 19 degrees 29 minutes 36 seconds to the right and run 155.58 feet to the end of easement.

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 of 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 Mortgagee 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 sums 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 the 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 County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Courthouse 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 incumbrances, 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.

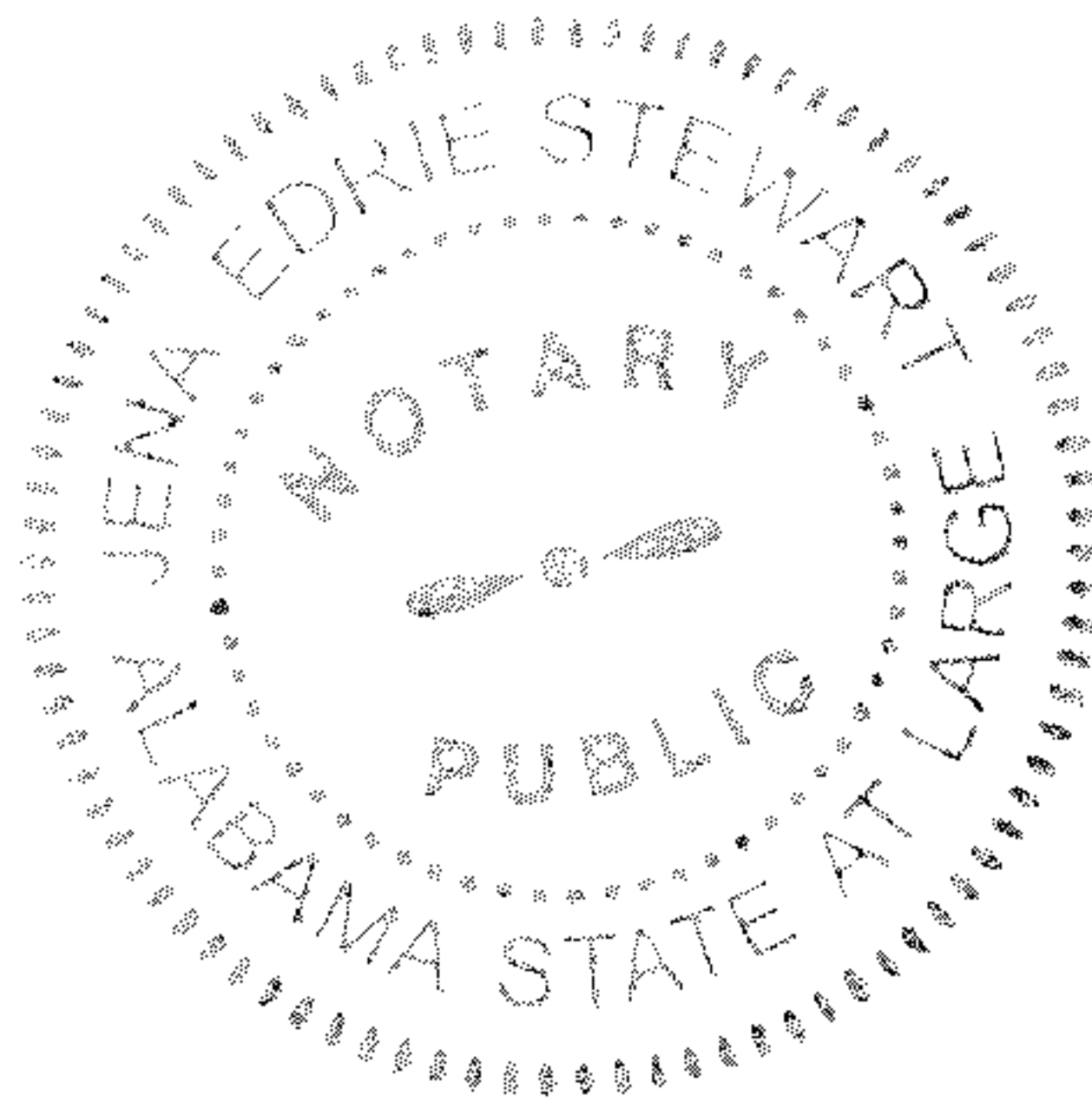
IN WITNESS WHEREOF, the undersigned, Joseph C. White, President OF Curtis White Companies have hereunto set their signature(s) and seal(s) this 31st day of Aug. 2020.

[Signature] BY:

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Joseph C. White whose name as President of Curtis White Co. And 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, have executed the same voluntarily and with full authority such officer on the day the same bears date. Given under my hand and official seal this 31st day of Aug 2020.

[Signature]
Notary Public Commission Exp. 9/28/22



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/09/2020 10:34:28 AM
\$328.00 JESSICA
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Allie S. Bayl