

This instrument prepared by:
Marcus Hunt
2870 Old Rocky Ridge Rd., Ste 160
Birmingham, AL 35243

20201214000573510
12/14/2020 02:56:02 PM
MORT 1/3

MORTGAGE

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That whereas, The Goodson Family 2013 Trust (hereinafter called) "Mortgagors", whether one or more) are justly indebted to H. Gary Wilkins and Elizabeth A. Wilkins (hereinafter called "Mortgagee", whether one or more), in the sum of (\$443,000) FOUR HUNDRED FORTY THREE THOUSAND DOLLARS evidenced by a real estate mortgage not executed simultaneously herewith.

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 The Goodson Family 2013 Trust 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:

A parcel of land located in the SW 1/4 of the NE 1/4 of Section 5, Township 20 South, Range 1 East, described as follows: Commence at the NW corner of said 1/4-1/4 section; thence run South along the west line of said 1/4-1/4 section a distance of 376.00 feet to an iron pin; thence turn left 89°30'54" a distance of 761.15 feet to an iron pin and the point of beginning; thence continue last course a distance of 450.00 feet to an iron pin on the Southwesterly ROW of Shelby County Highway #51; thence run Southeasterly along said ROW a distance of 302.56 feet; thence turn right 106°34'40" a distance of 536.33 feet to an iron pin; thence turn right 90° a distance of 290.00 feet to the point of beginning. There is an easement for the purpose of ingress and egress across the Southeast corner of the above described parcel along the existing drive. ALSO, a parcel of land located in the SW 1/4 of the NE 1/4 of Section 5, Township 20 South, Range 1 East, described as follows: Commence at the NW corner of said 1/4-1/4 section; thence run South along the West line of said 1/4-1/4 section a distance of 376.00 feet to the point of beginning; thence turn left 89°30'54" a distance of 761.15 feet; thence turn right 90° a distance of 290.00 feet; thence turn right 90° a distance of 758.70 feet to a point on the West line of said 1/4-1/4 section; thence run North along said 1/4-1/4 line a distance of 290.01 feet to the point of beginning. ALSO, a 60 foot non-exclusive appurtenant easement 30 feet on each side of a centerline which is reached, located and described as follows: To reach the beginning point of the centerline of said easement, commence at the NW corner of the SW 1/4 of the NE 1/4 of Section 5, Township 20 South, Range 1 East; thence run South along the West line of said 1/4-1/4 section a distance of 376.00 feet; thence turn left 89°30'54" a distance of 761.15 feet; thence turn right 90° a distance of 310.00 feet to a point; said point being the point of beginning of the easement herein described; thence turn right 90° and run a distance of 50 feet, said point being the point of termination of said easement. ALSO, that certain course of easement previously granted by Larry H. Burchfield and wife J. Arlene Burchfield to Grantor and Grantee as set forth in deed recorded in Deed Volume 322, page 166 at seq. in said Probate

Office, which said easement is hereby extended in scope to include the subject real property granted in this deed as part of the dominant tenement thereof. all situated in Shelby County, Alabama.


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

To Have an To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs and assigns forever; and 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 payoff 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, lightening, 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 aa above specified, or fail to deliver said insurance polices to said Mortgagee, then the said Mortgagee, or assigned, 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 by coved by this Mortgage, and bear interest form 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 as 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 by subject to foreclosure as now provided by law in cases of past due mortgages, and the said Mortgagee, agents or assigns shall by authorized to take possession of premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for 3 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 Courthouse door of said County, (or the division thereon) 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 by 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 therefore; 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 be same be so foreclosed, said fee to be a part of the debt hereby secured.

The Goodson Family 2013 Trust


E. Heath Goodson

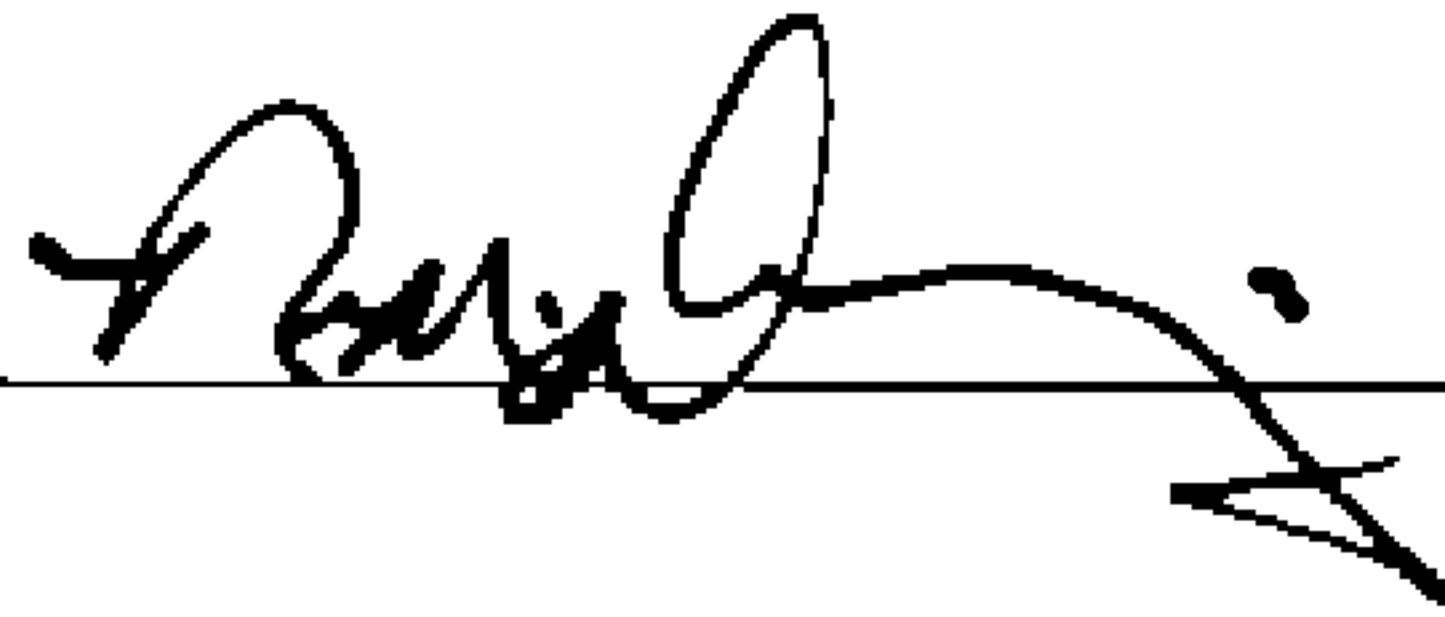

Charis S. Goodson

State of Alabama
County of Jefferson

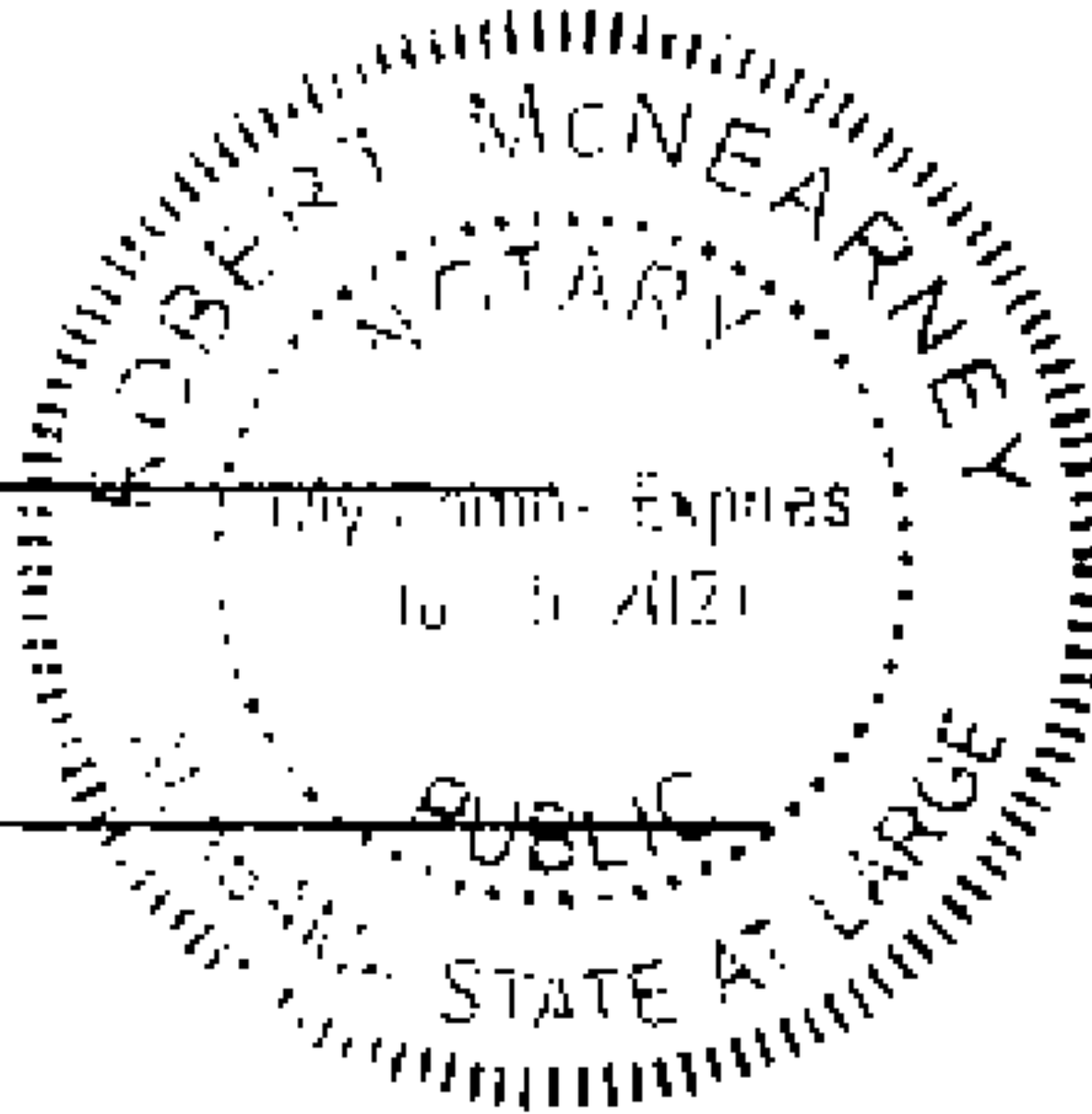
I, the undersigned, a Notary Public in and for said county in said state, hereby certify that **E. Heath Goodson and Charis S. Goodson** whose name(s) is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that being informed of the conveyance she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 8 day of October, 2020.

NOTARY PUBLIC:



MY COMMISSION EXPIRES:



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/14/2020 02:56:02 PM
\$692.50 CHERRY
20201214000573510

