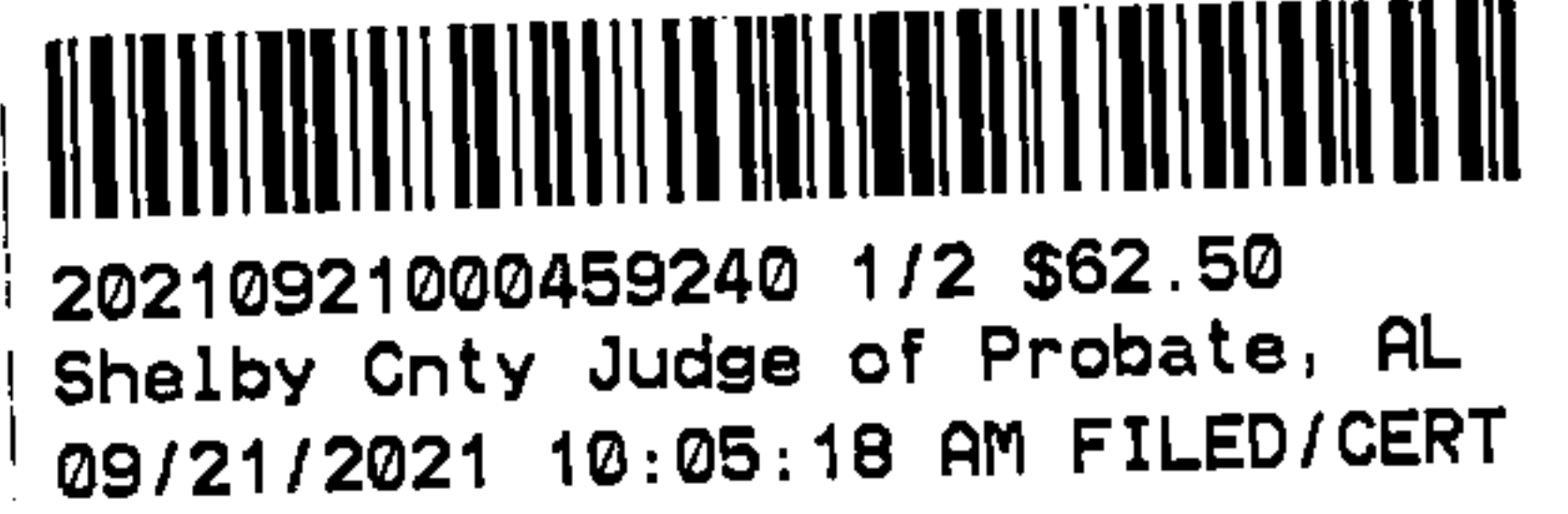


This instrument was prepared by:

Lilly Phillips
P. O. Box 276
Pelham, AL 35124

MORTGAGE DEED

STATE OF ALABAMA
SHELBY COUNTY



KNOW ALL MEN BY THESE PRESENTS: That Whereas,

JAMES C. TOWNLEY, JR. AND WIFE, JANET B. TOWNLEY

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

LILLY PHILLIPS

(hereinafter called "Mortgagee", whether one or more), in the sum of **TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)**
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,

JAMES C. TOWNLEY, JR. AND WIFE, JANET B. TOWNLEY

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 attached Exhibit "A" for complete legal description being conveyed.

This conveyance is subject to easements and restrictions of record.

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 insurance 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 fails to keep said property insured as above specified, or fails to deliver said insurance policies to said Mortgagee, then 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 the 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 Mortgagees 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 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 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 therefore; and undersigned further agrees 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, James C. Townley, Jr and wife, Janet B. Townley have hereunto set their signature and seal this 9th day of September, 2021.

James C. Townley Jr.

Janet B. Townley

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, James C. Townley, Jr. and wife, Janet B. Townley, 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 9th day of September, 2021.

Notary Public
Comm. Expires: 02-10-25

EXHIBIT "A"



20210921000459240 2/2 \$62.50
Shelby Cnty Judge of Probate, AL
09/21/2021 10:05:18 AM FILED/CERT

All that part of the West 330 feet of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 24, Township 19 South, Range 1 East, that lies South of the Florida short route highway. Also, all that part of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 24, Township 19 South, Range 1 East that lies South of the Florida short route highway right of way and North of the center of the Colonial Pipeline right of way. Except that part that lies from a point that starts at the western most point of the center of the Colonial pipeline right of way. At that point go north 100 feet following section line, then Southeast to the center of the Colonial Pipeline right of way to a point that lies 50 feet from the point of the Western most point of the center if the Colonial Pipeline right of way, then Northwest 50 feet back up the center of the Colonial Pipeline right of way to the starting point. Also, a 60 foot right of way is granted that starts at a point 404 feet from the Western section line following center of colonial Pipeline right of way in a Northeast direction. At that point, center of granted right of way will start and run North parallel with the Alabama Power Company right of way, to the Florida short route highway right of way. Situated in Shelby County, Alabama.