

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

This Instrument Prepared By:
Neil E. Senkbeil, Esq.
4000 Eagle Point Corporate Drive
Birmingham, Alabama 35242

**PARTIAL RELEASE
FROM
LIEN OF MORTGAGE**


20220627000256230 1/5 \$34.00
Shelby Cnty Judge of Probate, AL
06/27/2022 03:08:31 PM FILED/CERT

FOR VALUE RECEIVED, the undersigned does hereby release the hereinafter particularly described property from the lien of that certain Real Estate Mortgage, executed by **KEILA LIMBAUGH A/K/A KEILA REGINA LIMBAUGH** dated January 15, 2020 and filed for record on January 24, 2020, as Instrument Number 20200124000031220, in the Shelby County, Alabama Probate Office.

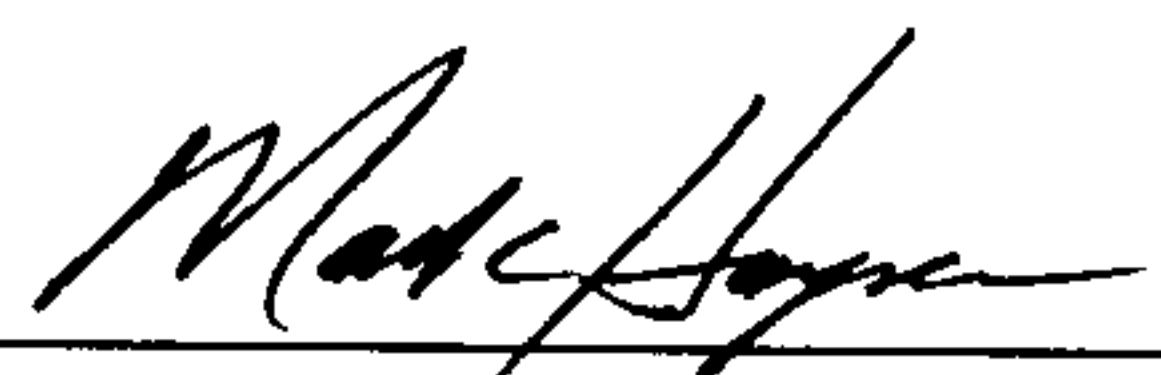
The real property in Shelby County, Alabama, to be released is particularly described as follows:

**SEE ATTACHED EXHIBIT "A" INCORPORATED BY REFERENCE
HEREIN**

But it is expressly understood and agreed that this release shall in no wise, and to no extent whatever, affect the lien of said mortgage as to the remainder of the property described in and secured by said mortgage.

IN WITNESS WHEREOF, this instrument has been executed by the undersigned on this the 28th day of January, 2022

COOSA PINES FEDERAL CREDIT UNION

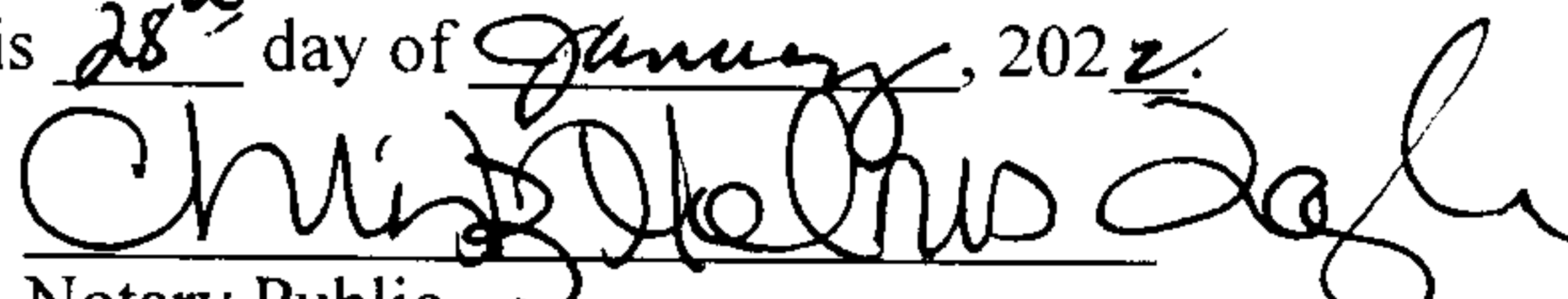
By:  [SEAL]

Name: Mark Haynes
Title: CLO

STATE OF ALABAMA)
COUNTY OF TALLADEGA)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify Mark Haynes, whose name as CLO of Coosa Pines Federal Credit Union is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said Coosa Pines Federal Credit Union on the day the same bears date.

Given under my hand and official seal this 28th day of January, 2022.

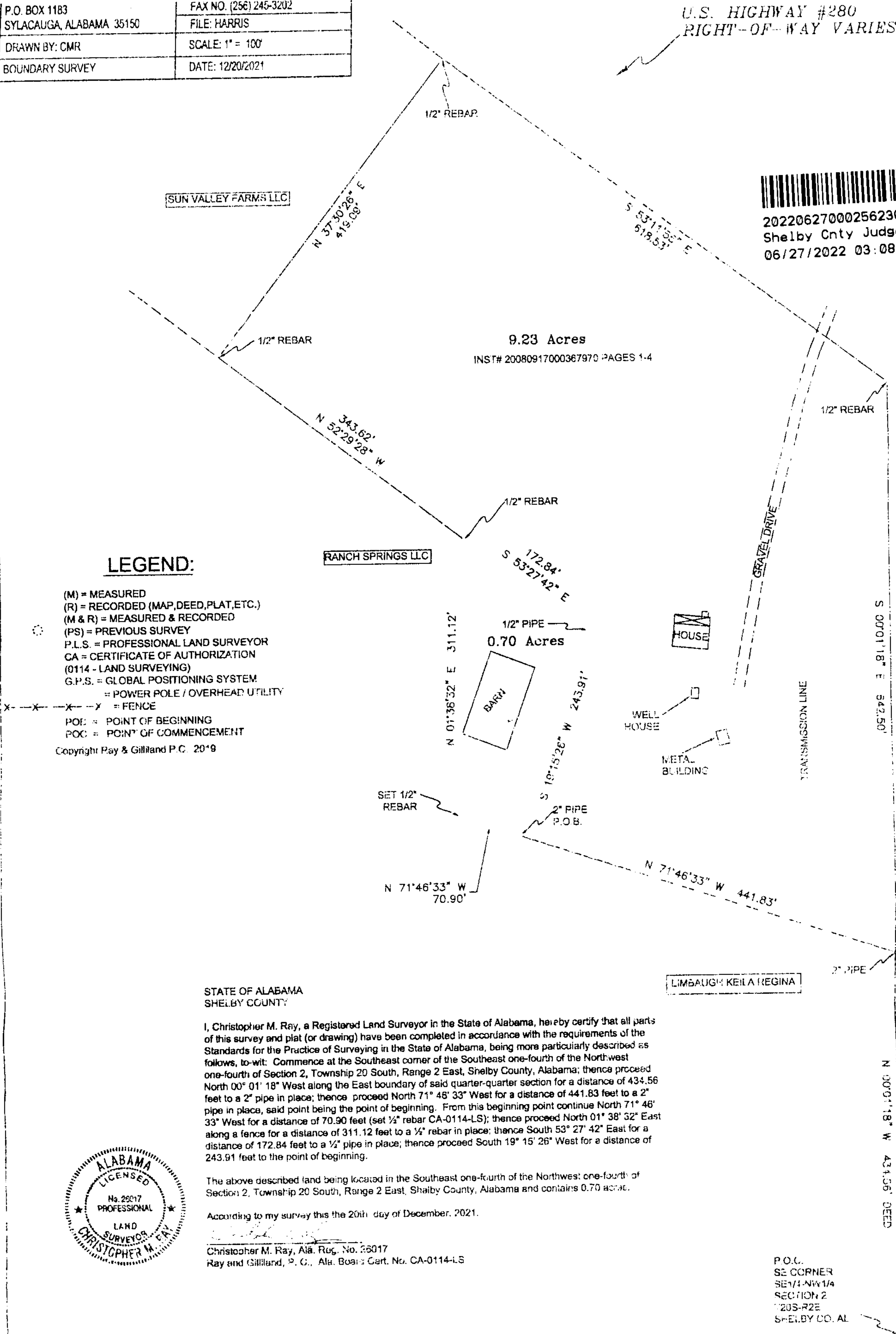

Notary Public
My Commission Expires **COMMISSION EXPIRES:
FEBRUARY 27, 2023**

P.O. BOX 1183 SYLACAUGA, ALABAMA 35150	FAX NO. (256) 245-3202
DRAWN BY: CMR	FILE: HARRIS
BOUNDARY SURVEY	SCALE: 1" = 100'
	DATE: 12/20/2021

U.S. HIGHWAY #280
RIGHT-OF-WAY VARIES



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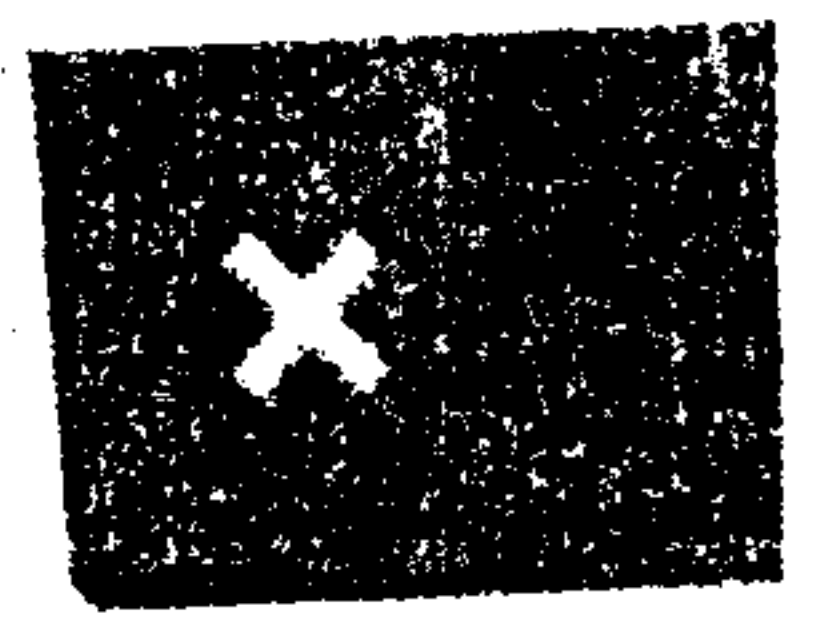
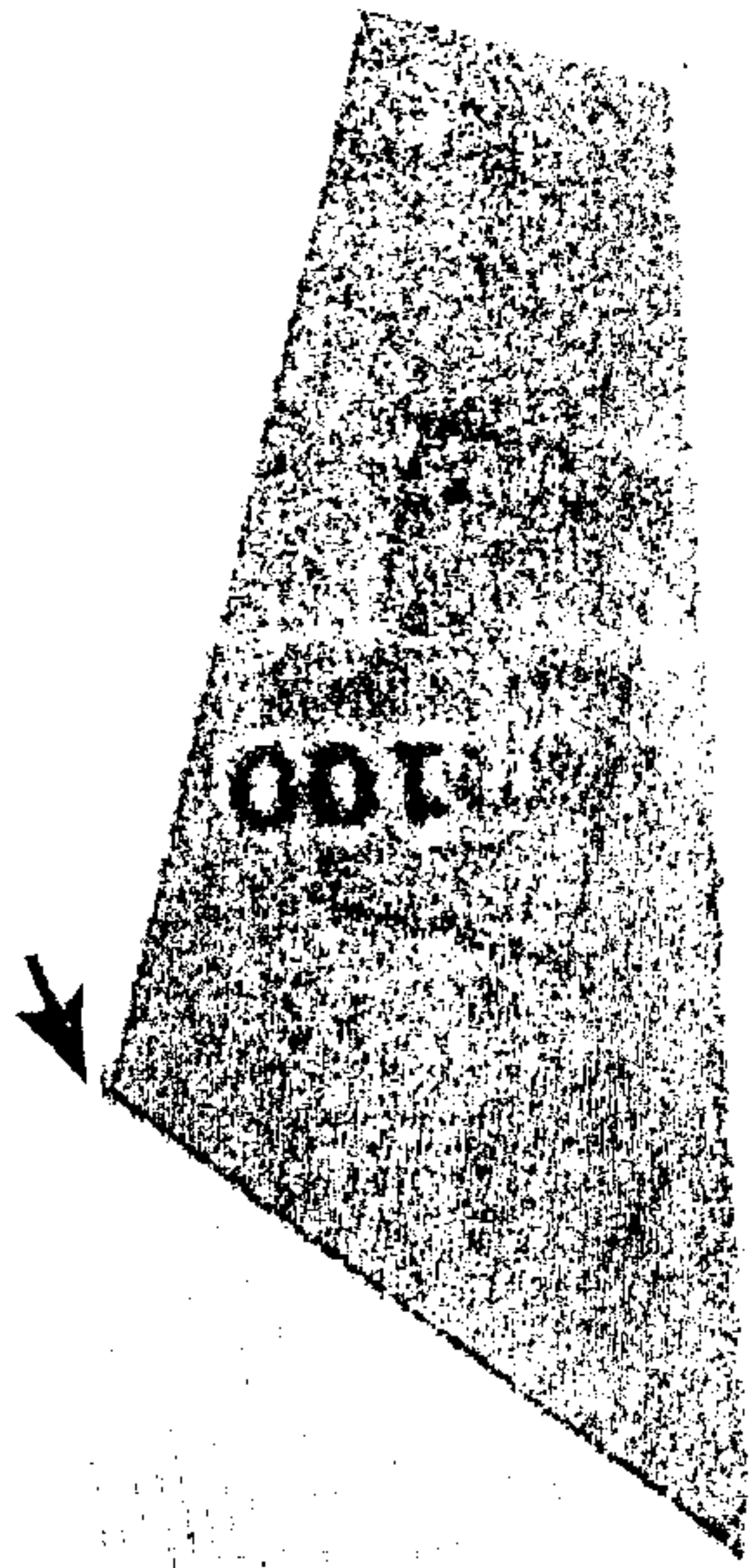
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2067

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MORTGAGE

THIS MORTGAGE, made and entered into this 15 day of January, 2020 by and between KEHA LIMBAUGH, ALSO KNOWN AS KEHA REGINA LIMBAUGH hereafter referred to as "Mortgagor," whether one or more, and Cosco Pines Federal Credit Union, 3371 US Highway 280, Childersburg, Alabama 35944 (herein referred to as "Mortgagee")

WITNESSETH

WHEREAS, the said Mortgagor is justly indebted to Mortgagee in the sum of ONE HUNDRED SIXTY THREE THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$163,500.00) as evidenced by a Promissory Note of even date herewith which bears interest as provided therein which is payable in accordance with its terms;

AND WHEREFORE, in consideration of the premises, and to secure the payment of the debt evidenced by said Promissory Note and any and all extensions and renewals thereof, or of any part thereof, and any additional interest that may hereafter due on any such extension and renewals, or any mortgage interest of such debt, including any extensions and renewals and interest due thereon, is hereafter collectively called "the debt," and, the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real and personal property, Alabama land real estate being hereinafter called "Real Estate", to-wit:

See attached EXHIBIT "A"

together with all the rights, privileges, tenements, appurtenances and fixtures appurtenant to the Real Estate, all of which said Real Estate and all the conveyed by this mortgage

TO HAVE, AND TO HOLD the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgagee covenants with the Mortgagor that the Mortgagee is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid, that the Real Estate is free of all encumbrances, except the lien of current ad valorem taxes, and the Mortgagee will warrant and forever defend the title to the Real Estate unto the Mortgagor, against the lawful claims of all persons, except as otherwise herein provided.

For the purpose of further securing the payment of the debt, the Mortgagor agrees to a to pay promptly when due all taxes, assessments, and other liens taking priority over this mortgage hereinafter jointly called "liens", when imposed legally upon the Real Estate and if default is made in the payment of the liens, or any part thereof, the Mortgagee, at its option, may pay the same. (2) Keep the Real Estate continuously insured against fire, lightning, theft, vandalism, and other perils usually covered by a fire insurance policy, with standard extended coverage endorsements, with loss, if any, payable to the Mortgagee, as its interest may appear, such insurance to be in an amount sufficient to cover the debt. The original insurance policy, and all replacements thereof, shall be delivered to and held by the Mortgagee until the debt is paid in full. The original insurance policy and all replacements thereof must provide that they may not be cancelled without the insurer giving at least fifteen days prior written notice of such cancellation to the Mortgagee. The Mortgagor hereby assigns and pledges to the Mortgagee, as further security for the payment of the debt, each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every such policy, including but not limited to all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all right to return premiums. If the Mortgagor fails to keep the Real Estate insured as specified above then, at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire debt due and payable and this mortgage subject to foreclosure, and this mortgage may be foreclosed as hereinafter provided, and, regardless of whether the Mortgagee declares the entire debt due and payable, the mortgagee may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss, for its own benefit the proceeds from such insurance (less cost of collecting same), if collected, to be credited against the debt, or at the election of the Mortgagee, such proceeds may be used in repair or reconstruction of the improvements located on the Real Estate. All amounts spent by the Mortgagee for insurance on the Real Estate shall be deemed a debt due by the Mortgagor to the Mortgagee and shall be payable with out demand when or notices to the Mortgagee, and shall be secured by the lien of this mortgage, and shall bear interest from the date of payment by the Mortgagor until paid at the then current junior mortgage rate of said Credit Union. The Mortgagor agrees to pay promptly when due the principal and interest of the debt and keep and perform every other covenant and agreement of the Promissory Note secured hereby.

As further security for the payment of the debt, the Mortgagor hereby assigns and pledges to the Mortgagee, the following described property and interests, to-wit: profits, issues and revenues.

(1) All rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under lease or tenements now existing or hereafter created, reversion to the Mortgagee, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues.

(2) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments made for the voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain, shall be paid to the Mortgagee. The Mortgagee is hereby authorized in behalf of and in the name of the Mortgagor to execute and deliver valid assignments for, or payment of, any such judgments or awards. The Mortgagee may apply all such sums received, or any part thereof, after the payment of all the Mortgagee's expenses incurred after the payment of all the Mortgagee's expenses incurred in connection with any proceedings or transaction described in this subparagraph 2, including court costs and attorney's fees, on the debt in such manner as the Mortgagee elects, or, at the Mortgagee's option, the entire amount of any part thereof so received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the Real Estate.

The Mortgagor hereby incorporates by reference into this Mortgage all of the provisions of the Promissory Note of even date herewith. Mortgagor agrees that, in the event that any provision or clause of this Mortgage or the Promissory Note conflict with applicable law, such conflict shall not affect any other provisions of this Mortgage or of the Promissory Note which can by given effect. It is agreed that the provisions of this Mortgage and the Promissory Note are severable and that if any one or more of the provisions contained in this Mortgage or in the Promissory Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof. This Mortgage and the Promissory Note shall be void, illegal or unenforceable to the extent that they have never been contained herein.

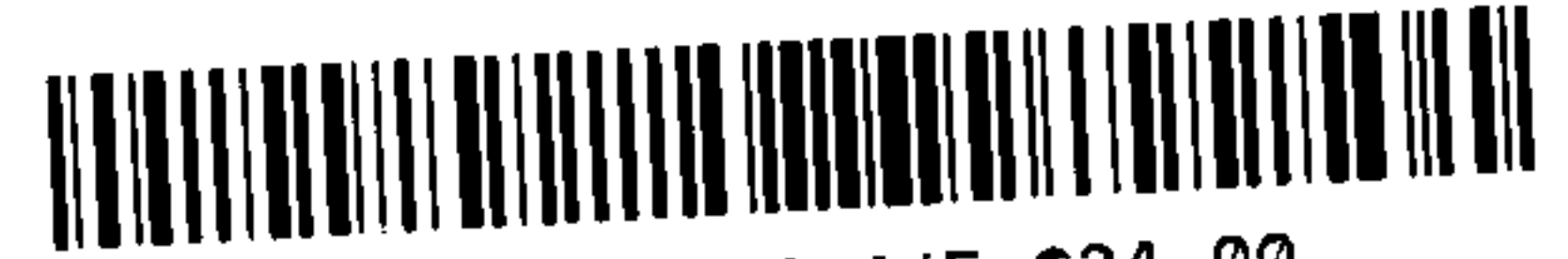
The Mortgagor agrees to have and care of the Real Estate and all improvements located thereon and to use and not use and not allow others to use the Real Estate and all improvements in such manner as to cause damage to the Real Estate and all improvements and to use and not use and not allow others to use the Real Estate and all improvements in such manner as to cause damage to the Real Estate and all improvements.

It shall be any part of the Real Estate or any interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage (b) the creation of a purchase money security interest for furnished appliances for the transfer by devise, descent or by operation of law upon the death of a joint tenant or (c) the grant of any leasehold interest of three years or less not containing an option to purchase. Mortgagee may, at Mortgagee's option, declare all of the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagor and the person to whom the Real Estate is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request.

The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any part or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagee by one of its duly authorized representatives.

After default on the part of the Mortgagor, the Mortgagee, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this mortgage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the Real Estate and profits of the Real Estate with power to lease and control the Real Estate, and with such other powers as may be deemed necessary.

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