



20220712000275180 1/5 \$634.00
Shelby Cnty Judge of Probate, AL
07/12/2022 03:05:03 PM FILED/CERT

This instrument was prepared by:
Jason E. Spinks
100 Carrington Lane
Calera, AL 35040

Purchase money
MORTGAGE

**STATE OF ALABAMA
COUNTY SHELBY**

KNOW ALL MEN BY THESE PRESENTS: That Whereas, **Cedar Tree Grove, L.L.C.** (hereinafter called "Mortgagors"), whether one or more are justly indebted to **J and R Properties, L.L.C.** (hereinafter called "Mortgagee", whether one or more), in the sum of Four Hundred Thousand Dollars and No/cents, **(\$400,000.00)** evidenced by a mortgage note.

And whereas, Mortgagors 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, 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:

PARCEL 1:

Lot 11, Block 3 in the Town of Wilton, Alabama, according to the Bozeman Survey of said town, formerly known as and called Birmingham Junction, said map being recorded in Deed Book 14, Page 239, in the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT:

A portion of said Lot 11, Block 3 in the Town of Wilton, Alabama, more particularly described as follows:

Commence at the Northwest Corner of Lot 11, Block 3, Birmingham Junction (now known as the Town of Wilton,

Alabama), according to the Bozeman Survey of said Town, as recorded in Deed Book 14, Page 239, in the

Probate Office of Shelby County, Alabama and run East along the North line of said Lot 11 for a distance of 31 feet to point of beginning; thence continue along last described course for a distance of 127 feet to the NE corner of Lot 11; thence run South along the East line of Lot 11 for a distance of 175.0 feet; thence West and parallel to the North line of said Lot 11 for a distance of 127 feet; thence North and parallel to the East line of said Lot 11 for a distance of 175.0 feet to the point of beginning.



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SOURCE OF TITLE: Instrument No. 1992-27077.

PARCEL 2:

Lot 13, Block 3, in the Town of Wilton, Alabama, according to the Bozeman Survey of said Town, formerly known as and called Birmingham Junction, said map being recorded in Deed Book 14, Page 239, in the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT:

A portion of said Lot 13, Block 3 in the Town of Wilton, Alabama, more particularly described as follows:

Commence at the Northwest Corner of Lot 13, Block 3, Birmingham Junction (now known as the Town of Wilton, Alabama), according to the Bozeman Survey of said Town, as recorded in Deed Book 14, Page 239, in the Probate Office of Shelby County, Alabama and the point of beginning; thence run East along the North line of said Lot 13 for a distance of 158 feet to the NE corner of Lot 11 ; thence run South along the East line of Lot 13 for a distance of 175.0 feet; thence West and parallel to the North line of said Lot 13 for a distance of 158 feet; thence North and parallel to the East line of said Lot 13 for a distance of 175.0 feet to the point of beginning.

SOURCE OF TITLE: Deed Book 232, Page 848.

According to the Survey of John S. Parks, PE & LS, Alabama Number 12579, dated August 11, 2010.

Lot 9, Block 3, of the Bozeman Map of Wilton, Alabama, Formerly Birmingham Junction by map and Deed Book 14, Page 239, in the Probate Office of Shelby County, Alabama.

Said property is warranted free from all incumbrances 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



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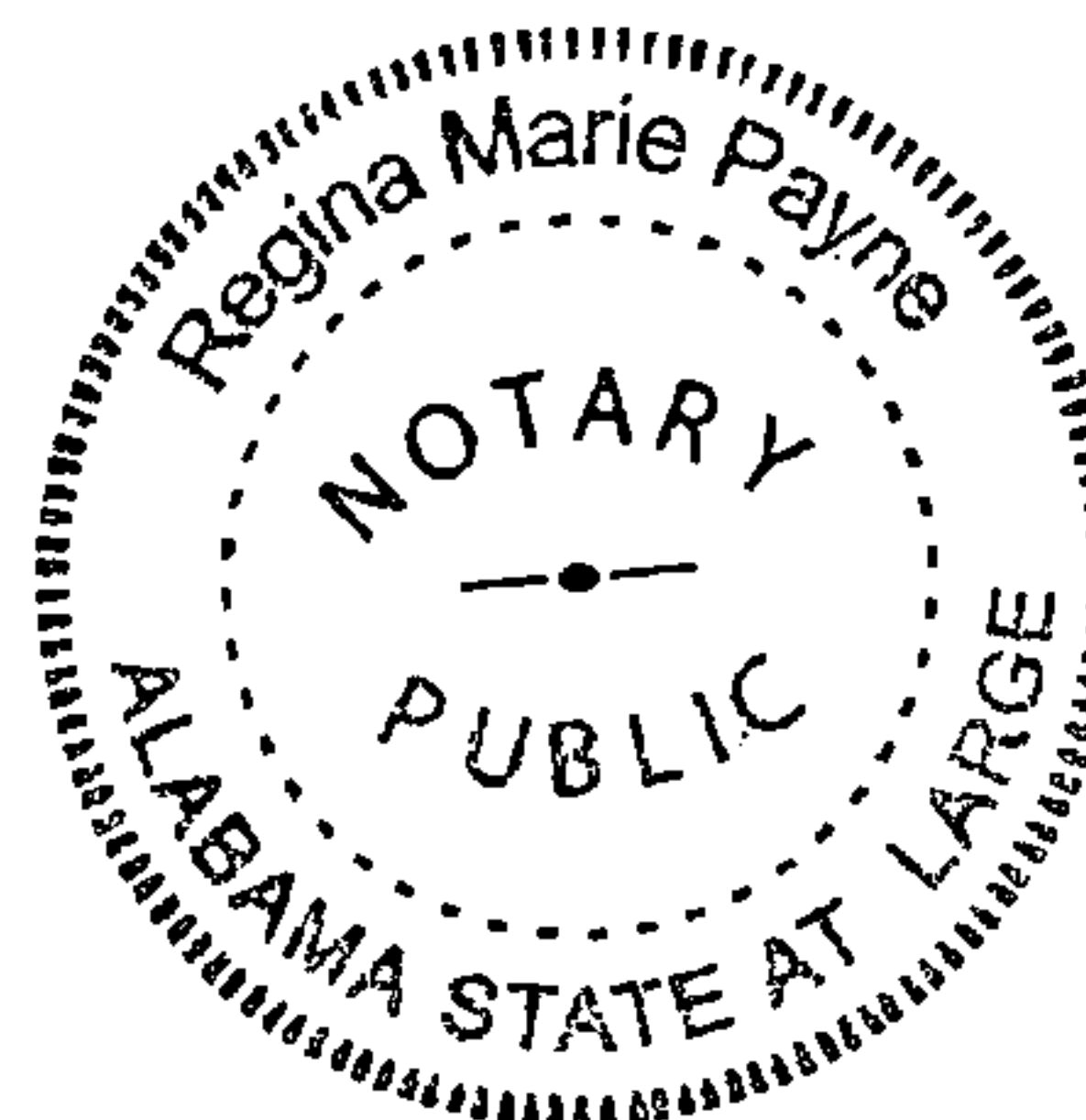
fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended 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 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 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 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

Have hereunto set her signature and seal, this 1st day of January, 2022

Regina Marie Payne



My Commission
Expires 4-4-26



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NOTE

\$400,000.00

January 1, 2022

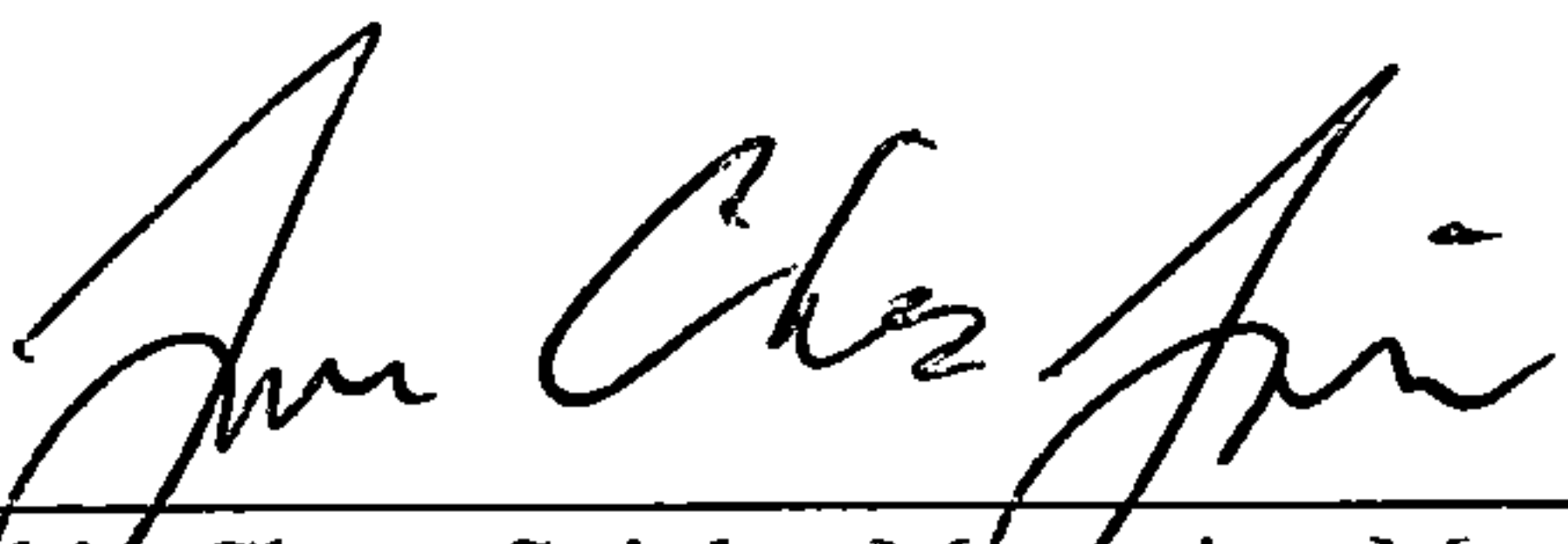
The undersigned, for value received, promise to pay to the order of J & R Properties, L.L.C. the sum of Four Hundred Thousand Dollars and 00/100 (\$400,000.00) together with interest upon the unpaid portion thereof from date at the rate of 5.75 % per annum amortized for 144 months with a monthly payment of \$3,851.85 beginning on February 1, 2022 at 1435 19th Ave South Calera, AL 35040 or at such other place or places as the owner or holder hereof may from time to time designate. All payments shall be applied first to interest on the unpaid balance of principal, and the balance to principal. Each of said installments shall bear interest at 5.75 % per annum after maturity.

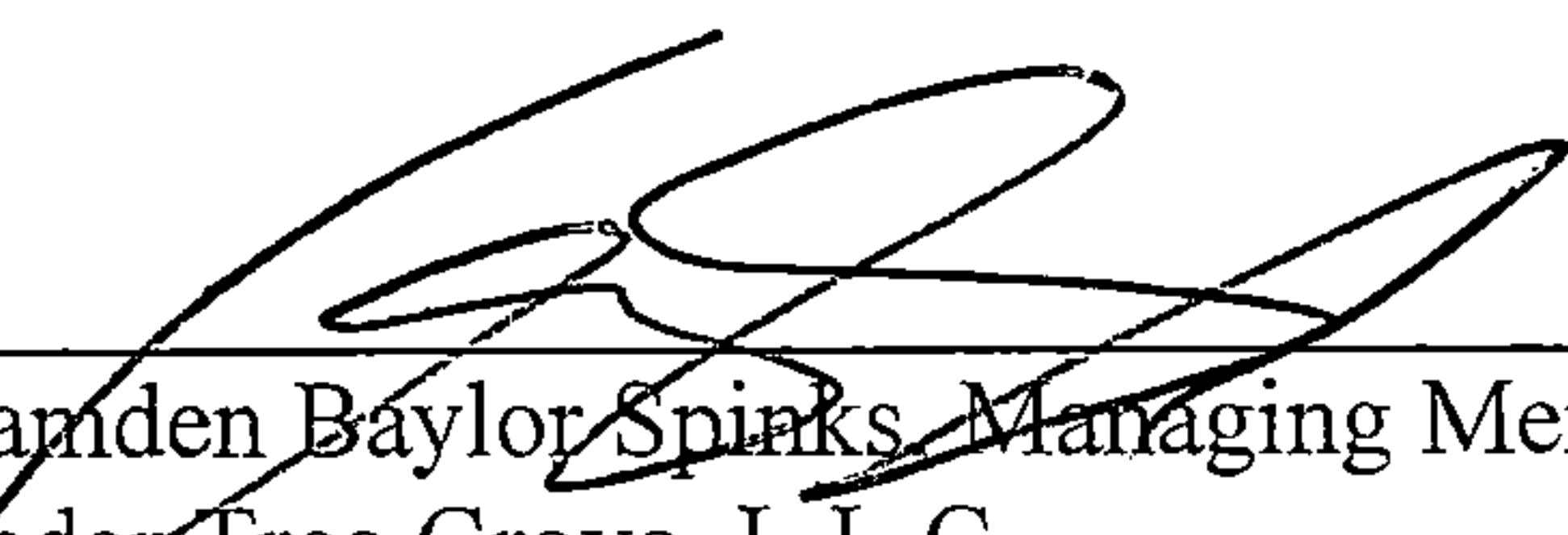
Each maker and endorser hereby waives all right of exemption under the Constitution and Laws of Alabama, and agrees to pay the cost of collection, including a reasonable attorney's fee, if this obligation is not paid at maturity.

Demand, protest and notice of protest, and all requirements necessary to hold them liable, are hereby waived by each and every maker and endorser of this note.

It is hereby agreed by each endorser hereof, that he shall pay all costs of collecting this note after failure to pay when same becomes due under the terms hereof, including a reasonable attorney's fee for all services rendered in any way, in any suit against any endorser, or in collecting or attempting to collect, or in securing or attempting to secure this debt. Each and every endorser of this note waives demand, protest, and notice of protest and all requirements necessary to hold them as endorsers.

This note is given, executed and delivered under the seal of the undersigned.


Lakin Chase Spinks, Managing Member
Cedar Tree Grove, L.L.C.


Camden Baylor Spinks, Managing Member
Cedar Tree Grove, L.L.C.

Date 1/1/22

Date 1/1/22



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STATE OF ALABAMA
SHELBY COUNTY

I, Regina Marie Payne a Notary Public in and for said County, in said State, hereby certify that

whose names 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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18th day of January, 2022

Regina Marie Payne

Notary Public

My Commission Expires: 4-4-26

