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MORT 1/4

This Instrument was Prepared by:  
Michael T. Atchison, Attorney at Law, Inc.  
P.O. Box 822, Columbiana, AL 35051

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## MORTGAGE

**State of Alabama**  
**County of Shelby**

**KNOW ALL MEN BY THESE PRESENTS: That Whereas,**

CJM Enterprises, LLC, an Alabama Limited Liability Company, hereinafter called "Mortgagors", whether one or more are justly indebted to

Melinda Tolleson and Ricky Stricklin  
(hereinafter called "Mortgagee", whether one or more),

in the sum of \$120,000.00 evidenced by a real estate note of even date.

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,

CJM Enterprises, LLC, an Alabama Limited Liability Company

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 EXHIBIT "A" ATTACHED HERETO

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 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 CJM Enterprises, LLC, an Alabama Limited Liability Company

Have hereto set his/her/their signature(s) and seal(s) this 29th day of July, 2022.

CJM ENTERPRISES, LLC

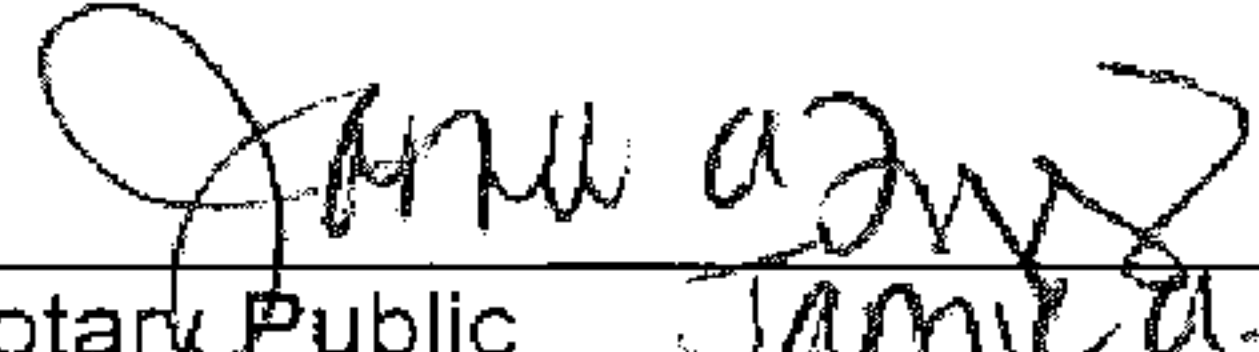
By Richard Court Mealins  
Member

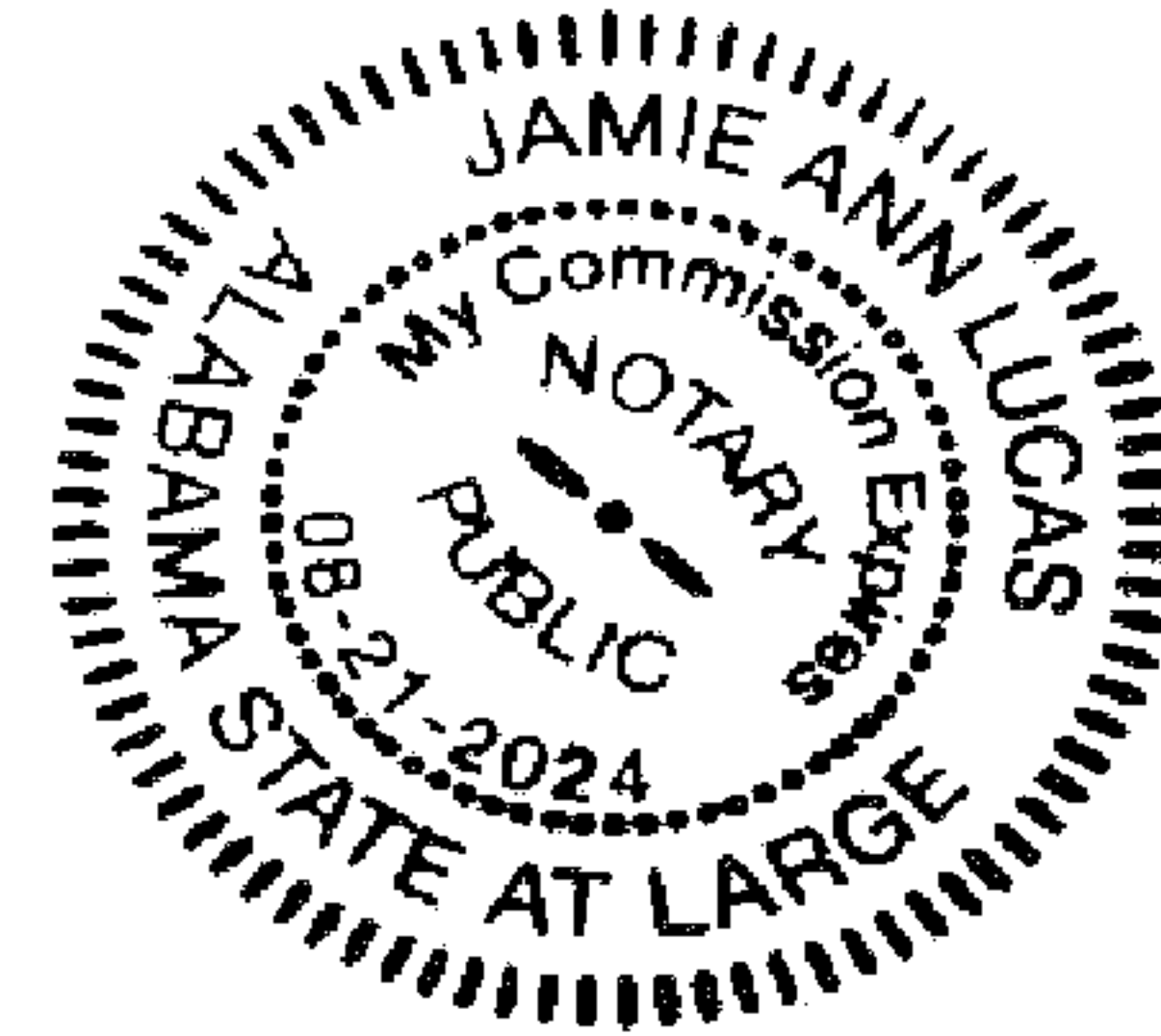
By Julie H. Mealins  
Member

State of Alabama  
County of Shelby

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Richard Court Mealins and Julie H. Mealins as Members of CJM Enterprises, LLC whose name(s) as members of is/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 he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 1st day of August, 2022.

  
Notary Public Jamie A. Lucas  
My Commission Expires: 08/21/2024



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A part of the SE 1/4 of SW 14 and SW 1/4 of SE 1/4 of Section 13, Township 22 South, Range 1 East, described as follows: To find the point of beginning start at the Northeast corner of said SE 1/4 of SW 1/4; thence South 2 degrees East along the East line of said SE 1/4 of SW 1/4 a distance of 210 feet to a point; thence at a deflection angle of 57 degrees 07 minutes to the right a distance of 136.3 feet to a point; thence at a deflection angle of 18 degrees 31 minutes to the left, a distance of 152.5 feet to a point which is the point of beginning; thence at a deflection angle of 35 degrees 10 minutes to the left a distance of 100 feet; thence at a deflection angle of 93 degrees 18 minutes to the left a distance of 190.8 feet to a point; thence at a deflection angle of 67 degrees 02 minutes to the left a distance of 99.6 feet to a point; thence at a deflection angle of 110 degrees 56 minutes to the left a distance of 224.5 feet to the point of beginning. Subject to an easement of 20 feet off the entire South side for a road. There is excepted herefrom existing rights of way and easements and particularly the Alabama Power Company flood rights to 425 feet datum plane as recorded in Final Record Probate Office of Shelby County, Alabama, Book 7, Page 51.

Also, a part of SE 1/4 of SW 1/4 and the SW 1/4 of SE 1/4 of Section 13, Township 22 South, Range 1 East, described as follows: To find the point of beginning, start at the NE corner of SE 1/4 of SW 1/4; thence South 2 degrees East along the East line of said SE 1/4 of SW 1/4 a distance of 210 feet to a point; thence at a deflection angle of 57 degrees 07 minutes to the right a distance of 136.3 feet to point of beginning; thence at a deflection angle of 18 degrees 31 minutes to the left a distance of 152.5 feet to a point; thence at a deflection angle of 126 degrees 25 minutes to the left a distance of 224.5 feet to a point; thence at a deflection angle of 67 degrees 57 minutes to the left a distance of 120.1 feet to a point; thence at a deflection angle of 108 degrees 26 minutes to the left a distance of 179.8 feet to the point of beginning. There is excepted herefrom existing rights of way and easements and particularly the Alabama Power Company flood rights to 425 feet datum plane as recorded in Final Record Probate Office of Shelby County, Alabama, Book 7, Page 51.

Also, a part of SE 1/4 of SW 1/4 and the SW 1/4 of SE 1/4 of Section 13, Township 22 South, Range 1 East, described as follows: Begin at the NE corner of SE 1/4 of SW 1/4 of said Section 13; thence Southwardly along the East line of said SE 1/4 of SW 1/4 a distance of 210 feet to a point which is the point of beginning; thence in a deflection angle of 57 degrees 07 minutes to the right a distance of 136.3 feet to a point; thence at a deflection angle of 141 degrees 20 minutes to the left a distance of 179.8 feet to a point; thence at a deflection angle of 65 degrees to the left a distance of 138.8 feet to a point; thence at a deflection angle of 132 degrees 16 minutes to the left a distance of 138.3 feet to the point of beginning. There is excepted herefrom existing rights of way and easements and particularly the Alabama Power Company flood rights to 425 feet datum plane as recorded in Final Record Probate Office of Shelby County, Alabama, Book 7, Page 51.

ALSO, SURFACE RIGHTS ONLY TO: Part of the SE 1/4 of SW 1/4 of Section 13, Township 22 South, Range 1 East, Shelby County, Alabama, described as follows: To locate the point of beginning commence at the NE corner of said SE 1/4 of SW 1/4; thence South along the East line of said SE 1/4 of SW 1/4 a distance of 180 feet to a point which is the point of beginning; thence continue South along said East line a distance of 30 feet to a concave marker; thence with a deflection angle of 13 degrees 39 seconds to the right run Southwestwardly a distance of 136.30 feet to a point; thence with an interior angle of 198 degrees 32 minutes run Southwest a distance of 152.50 feet to a point on the East boundary of a 30-foot road right of way; thence with an interior angle of 52 degrees 32 minutes run North along said East boundary a distance of 148.70 feet to a point; thence with an interior angle of 95 degrees 30 minutes run Northeastwardly a distance of 258.43 feet to the point of beginning.

File No.: MV-22-28445



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
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*Allen S. Bayl*