

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

MORTGAGE

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Corey Stephens, a single man hereinafter called "Mortgagors", whether one or more are justly indebted to Lyle Stephens (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, Corey Stephens, 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 Corey Stephens, have hereto set his/her/their signature(s) and seal(s) this 10th day of March, 2023.




Corey Stephens

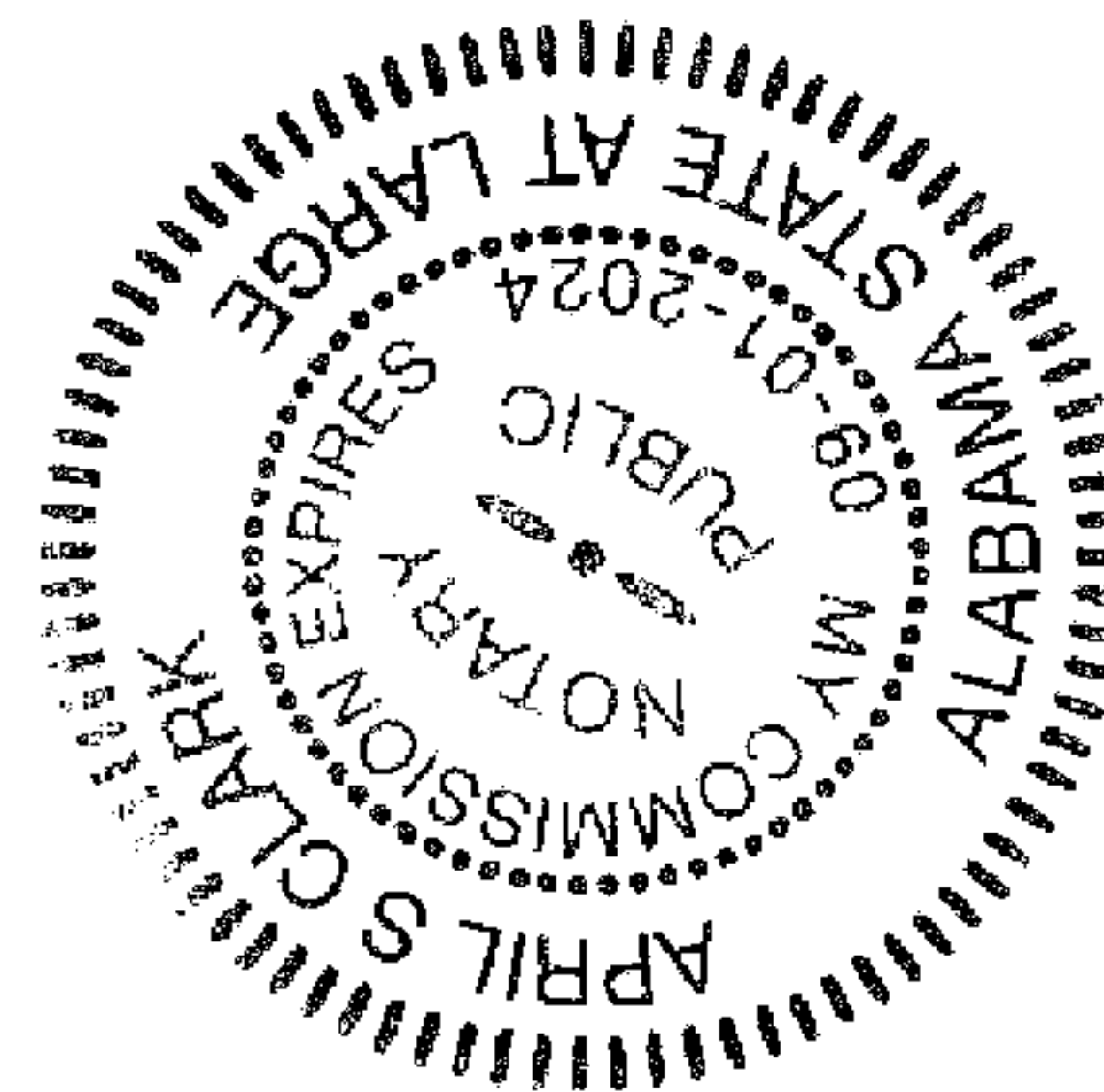
State of Alabama
County of Shelby

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Corey Stephens whose name(s) 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 10th day of March, 2023.



Notary Public
My Commission Expires: 9-1-2024



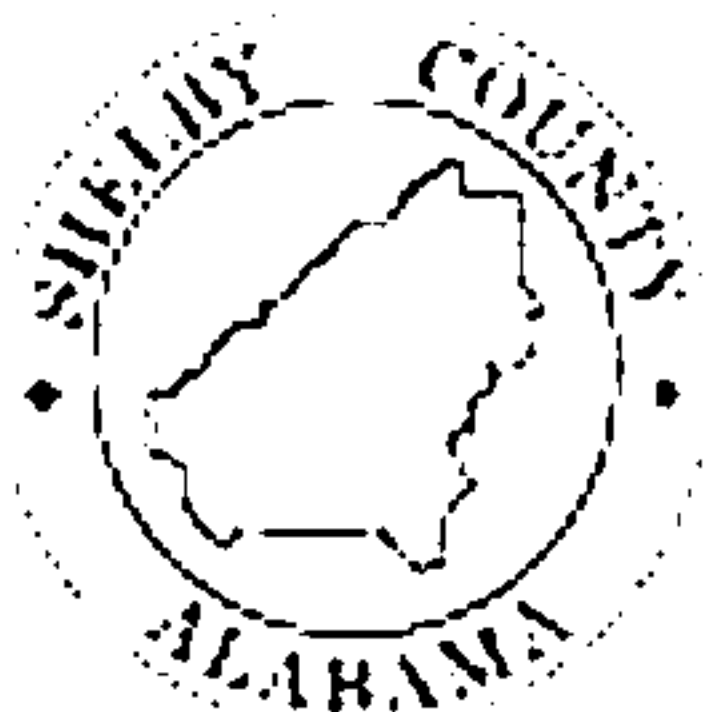
**EXHIBIT "A"
LEGAL DESCRIPTION**

PARCEL 5:

Begin at the NW corner of the SE 1/4 of the NE 1/4 of Section 3, Township 22 South, Range 3 West, Shelby County, Alabama; thence South 00 degrees 17 minutes 53 seconds West for a distance of 131.06 feet; thence South 00 degrees 16 minutes 22 seconds West for a distance of 326.49 feet to the POINT OF BEGINNING; thence South 00 degrees 25 minutes 27 seconds West for a distance of 189.86 feet; thence South 89 degrees 35 minutes 44 seconds East for a distance of 190.58 feet; thence North 29 degrees 43 minutes 28 seconds west for a distance of 71.45 feet; thence North 02 degrees 25 minutes 23 seconds West for a distance of 200.10 feet; thence North 16 degrees 28 minutes 07 seconds East for a distance of 165.50 feet; thence North 09 degrees 38 minutes 56 seconds West for a distance of 226.74 feet; thence North 88 degrees 17 minutes 17 seconds West for a distance of 152.03 feet; thence South 00 degrees 17 minutes 53 seconds West for a distance of 131.06 feet; thence South 78 degrees 11 minutes 43 seconds East for a distance of 155.40 feet; thence South 06 degrees 43 minutes 00 seconds West for a distance of 198.88 feet; thence South 01 degree 52 minutes 18 seconds East for a distance of 84.33 feet; thence South 84 degrees 28 minutes 10 seconds West for a distance of 133.78 feet to the POINT OF BEGINNING.

PARCEL 7:

Commence at the NW corner of the SE 1/4 of the NE 1/4 of Section 3, Township 22 South, Range 3 West, Shelby County, Alabama; thence South 00 degrees 17 minutes 53 seconds West for a distance of 131.06 feet; thence South 00 degrees 16 minutes 22 seconds West for a distance of 326.49 feet; thence South 00 degrees 25 minutes 27 seconds West for a distance of 428.40 feet; thence North 76 degrees 12 minutes 15 seconds East for a distance of 210.32 feet to the POINT OF BEGINNING; thence continue direction North 76 degrees 12 minutes 15 seconds East for a distance of 160.24 feet; thence South 51 degrees 32 minutes 57 seconds East for a distance of 44.50 feet; thence South 10 degrees 40 minutes 12 seconds East for a distance of 50.27 feet; thence South 14 degrees 01 minute 23 seconds West for a distance of 193.93 feet; thence South 03 degrees 56 minutes 05 seconds East for a distance of 58.13 feet; thence South 15 degrees 24 minutes 18 seconds East for a distance of 84.11 feet to the northerly R.O.W. line of Shelby County Highway 22 and the beginning of a curve to the right, having a radius of 3000.00 feet, and subtended by a chord bearing South 73 degrees 33 minutes 08 seconds West and a chord distance of 188.44 feet; thence along the arc of said curve and said R.O.W. line for a distance of 188.47 feet; thence North 00 degrees 13 minutes 11 seconds East and leaving said R.O.W. line for a distance of 419.45 feet to the POINT OF BEGINNING.



File No.: MV-23

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/12/2023 09:43:04 AM
\$208.00 JOANN
20230412000102510

Allen S. Bayl