

This instrument was prepared by:
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Trussville, Alabama 35173
(205) 856-1000

MORTGAGE - PURCHASE MONEY

**The Proceeds of This Mortgage Loan Have Been Applied Towards the Purchase of the
Property Described Herein**

STATE OF ALABAMA)

SHELBY COUNTY) KNOW ALL MEN BY THESE PRESENTS: That Whereas

David Carmichael, an unmarried man, (hereinafter called "Mortgagors," whether one or more) are justly indebted to **Venture South, LLC** (hereinafter called "Mortgagee," whether one or more), in the sum of **One Hundred and Five Thousand & NO/100 Dollars (\$105,000.00)**, evidenced by a note executed simultaneously herewith.

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, **David Carmichael**, an unmarried man, 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 for Legal Description

Property Address: 104 W Highland, Vincent, Al 35178

Subject to ad valorem taxes for the current year and subsequent years.

Subject to restrictions, reservations, conditions, and easements of record.

Subject to any minerals or mineral rights leased, granted, or retained by prior owners.

This mortgage may be prepaid without penalty.

Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

This instrument prepared without benefit of title opinion or survey and with information provided by grantor/grantee herein.

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 one 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 sums 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 any payment due be more than 30 days late, 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 shall become immediately due 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 County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Courthouse door of said County, (or the division thereof) where said property is located, at public outcry, during proper hours for conducting said auction, 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 date 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 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.

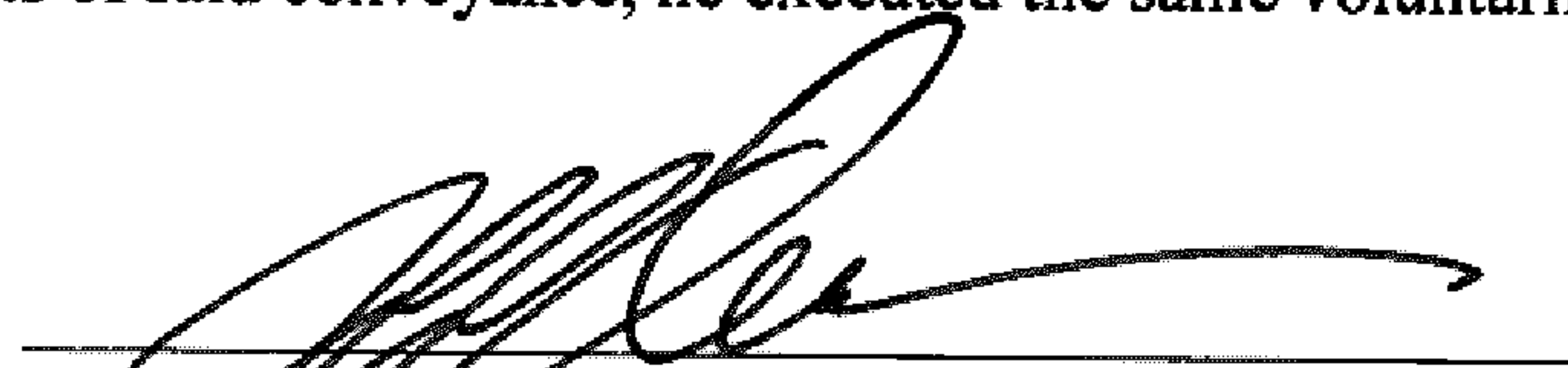
IN WITNESS WHEREOF the undersigned **David Carmichael**, an unmarried man, hereunto set its signature and its seal, this 20th day of January, 2025.


David Carmichael

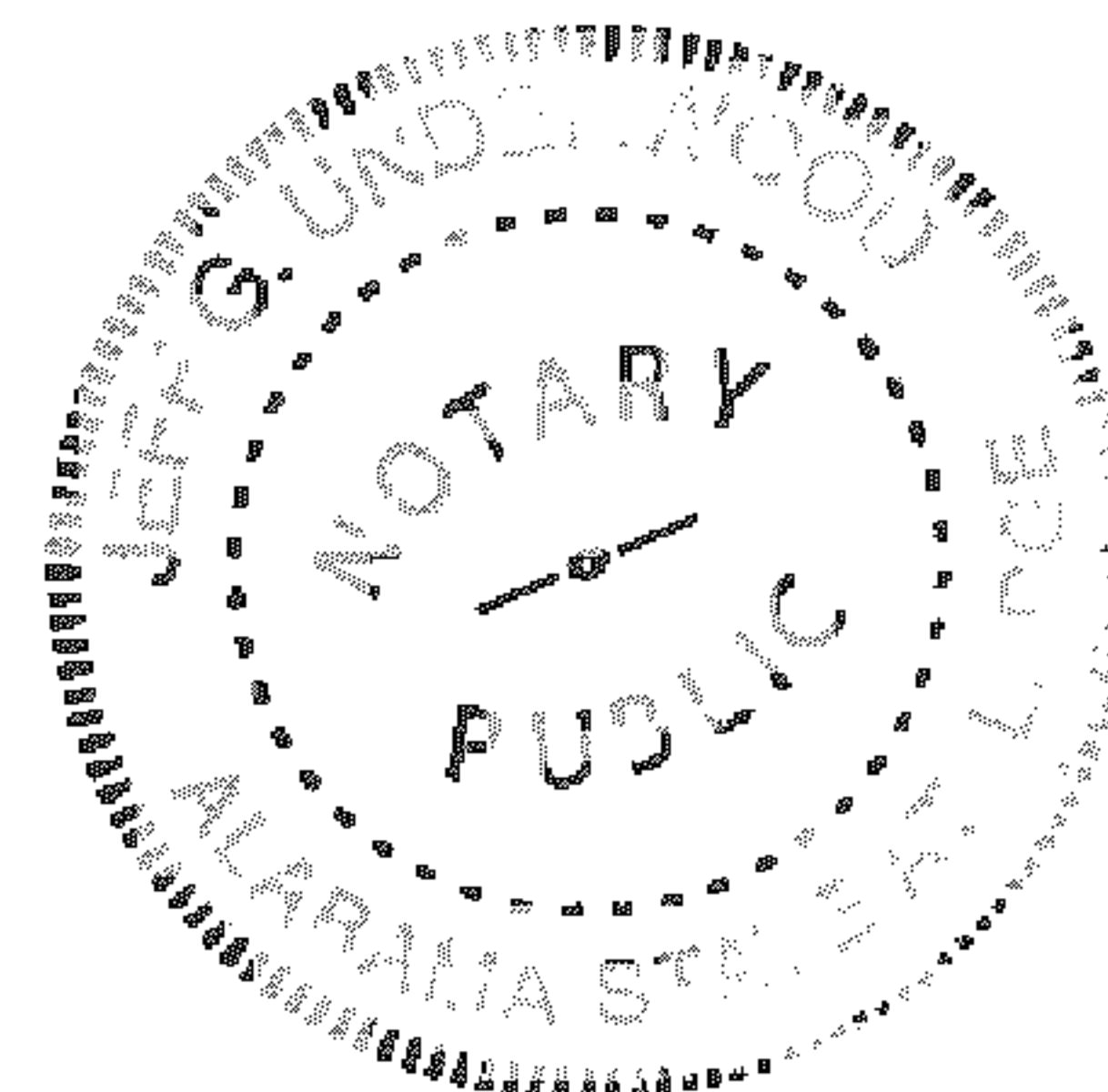
THE STATE OF ALABAMA
JEFFERSON COUNTY

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I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **David Carmichael, an unmarried man**, whose name 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 said conveyance, he executed the same voluntarily on the day the same bears date.


Notary Public

My Commission Expires: 3/19/25



Property Address:
104 W Highland Avenue, Vincent, AL 35178

Exhibit "A"

Legal Description

The following described real estate situated in Shelby County, Alabama to wit: Tract I: Beginning at a point on the Southwesterly side of central of Georgia Railway Tracks; said point being 60 feet Northeastwardly of the Central of Georgia Railway Track's Southwesterly right of way line and 1947 feet, more or less, Northwestwardly from the Central of Georgia Railways M.P. 5-408, Birmingham District; measured along the center line of the central of Georgia Railways main track and 60 feet, more or less, Southwestwardly of and at right angles from then central of Georgia Railways Industrial Track; extending thence in a Northwestery direction along a line parallel to and 60 feet more or less, Southwestwardly of and measured at right angles from the center line of said industrial track a distance of 170 feet to a point; extending thence in a Southwesterly direction at right angles from the last described course, a distance of 60 feet, more or less to a point on the central of Georgia Railway Tracks Southwesterly right of way line; extending thence in a Southeasterly direction along said Southwesterly right of way line a distance of 200 feet, more or less to a point on the West line of a public road or street; extending thence in a Northerly direction along the West line of said public street a distance of 65 feet more or less to the point of beginning, lying and being in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 14, Township 19 South,, Range 2 East.

Tract II: Commence at the Northwest corner of Section 14, Township 19, Range 2 East in the Town of Vincent; Alabama and run due South along said section line a distance of 474 feet to a point, thence run Northeasterly a distance of 240 feet more or less, to a point on the South Central of Georgia original right of way line to the point of beginning, and run thence along the said original South Central of Georgia right of way line to the West right of way line of U.S. Highway 231; run thence along said West right of way line of said highway a distance of 25 feet, more or less: thence run Westerly to the Southeast corner of the James H. Sharbutt lot as described in Deed Book 175, Page 436 in the Office of the Probate Judge of Shelby County, Alabama, thence run North along the East line of said James H. Sharbutt lot a distance of 120 feet to the point of beginning. Tracts I and II are recorded in the Office of the Judge of Probate, Shelby County, Alabama in Deed record Book 324 at Pages 615-619, inclusive.

Tract III: That part of the Northwest Quarter of the Northwest Quarter of Section 14, Township 19, Range 2 East, described as follows: Commencing at the Northwest corner of Section 14, Township 19, Range 2 East, and running due South along the section line a distance of 474 feet to a point of beginning; thence running Northeasterly a distance of 240 feet, more or less, to a point on the South Central right of way 408 feet from the point of bisection of said Central of Georgia right of way and the section line, 70 feet due South of the Northwest corner of Section 14, Township 19, Range 2 East, thence running due South 100 feet parallel to the West section line of Section 14, Township 19, Range 2 East to a point. Thence running Westerly a distance of 240 feet, more or less to a point of said West section line of Section 14, Township 19, Range 2 East. Thence running due North along West section line of Section 14, Township 19, Range 2 East a distance of 100 feet to the point of beginning. Tract III if recorded in the Office of the Judge of Probate, Shelby County, Alabama in

Property Address:
104 W Highland Avenue, Vincent, AL 35178

Deed Record Book 175 at Pages 434 and 435 less road R/W heretofore deeded to the center of West Highland Street.

Tract IV: That part of Section 14, Township 19 Range, 2 East described as follows: Commencing at the Northwest corner of Section 14, Township 19, Range 2 East and running due South along the section line a distance of 474 feet more or less to a point of beginning. Thence running Northeasterly a distance of 240 feet more or less to a point on the South central of Georgia right of way, 408 feet, more or less, from the point of bisection of said central of Georgia right of way and said section line, 70 feet more or less due South of the Northwest corner of Section 14, Township 19, Range 2 East. Thence running in a Northwesterly manner along said central of Georgia right of way a distance of 55 feet more or less to a point, thence running Westerly a distance of 200 feet, more or less, to a point on said West section line of Section 14, Township 19, Range 2 East, thence running due South along West section line of Section 14, Township 19, Range 2 East a distance of 95 feet more or less to the point of beginning. Tract IV is recorded in the Office of the Judge of Probate, Shelby County, Alabama in Deed Record Book 175, at Pages 432 and 433. Less Road R/W heretofore Deed to the Center of West Highland Street.

Tract V: That part of the Northwest Quarter of the Northwest Quarter of Section 14, Township 19, Range 2 East, described as follows: Commencing at the Northwest corner of Section 14, township 19, Range 2 East and running due South along the section line a distance of 574 feet, more or less to a point of beginning; thence running Northeasterly a distance of 240 feet, more or less, along South side of James H. Sharbutt House Lot. Thence running due South 20 feet, more or less, parallel to the West section line of Section 14, Township 19, Range 2 East to a point. Thence running Westerly a distance of 240 feet, more or less to a point on said West section line of Section 14, Township 19, Range 2 East. Thence running due North along West section line of Section 14, Township 19, Range 2 East a distance of 20 feet, more or less to the point of beginning. Tract V is recorded in the Office of Probate Judge, Shelby County, Alabama in Deed Book 175 at pages 432 and 433. Being the same premises conveyed to James R. Roper and wife Patricia M. Roper, as joint tenants with right of survivorship from James H. Sharbutt and wife, Sara Nell Sharbutt by Warranty Deed dated 01/29/1988 and recorded on 02/29/1988 at Book 169, Page 335 in Shelby County, AL.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/21/2025 02:51:36 PM
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20250121000020360

Allen S. Bayl