8THIS INSTRUMENT PREPARED BY:

Clayton T. Sweeney, Attorney at Law
2700 Highway 280 East, Suite 160
Birmingham, AL 35223

20181101000387460 1/2 $138.00
Shelby Cnty Judge of Probate, AL
11/01/2018 12:56:25 PM FILED/CERT

MORTGAGE

State of Alabama }
:
County of Shelby }

Know all Men by These Presents, that whereas the undersigned**, Ayman Alsayed, a married man,** is justly indebted to **David W. Graham and Debbie Graham**, a joint tenants with rights of survivorship, for the sum of Eighty Thousand and 00/100 Dollars, ($80,000.00), as evidenced by a promissory note of even date for the sum of $80,000.00; and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due, according to the terms therein.

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, **Ayman Alsayed, a married man** does hereby grant, bargain, sell and convey unto the said **David W. Graham and Debbie Graham**, a joint tenants with rights of survivorship (hereinafter called Mortgagee) the following described real property situated in **Shelby** County, Alabama, to-wit:

Commence at the NW corner of the SW 1/4 of SW 1/4, Section 30, Township 19, Range 2 West, thence South 240 feet, thence East 23 feet, thence Northeast 52 feet, thence North 200 feet, thence West 80 feet to the point of beginning.

Less and Except:
That parcel of land recorded in Inst. No. 20120423000137810, as recorded in the Probate Office of Shelby County, Alabama.

This is a purchase money mortgage.

The property conveyed herein does not constitute the homestead of the grantor nor that of his spouse.

Otherwise, said property is warranted free from any other and all encumbrances and against any adverse claim.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgage for taxes, assessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date for payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburse said Mortgagee for any amounts Mortgagee, may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said sale; First, to the expense of advertising, selling and conveying, including

CLAYTON T. SWEENEY, ATTORNEY AT LAW

a reasonable attorney's fee; Second, to the payment of any amount that may have been expended, or that it may be necessary then 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 day of sale; and Fourth, the remainder, if any, to be turned over to the said Mortgagor; and the undersigned further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to executed a deed to the purchase thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agent and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 23rd day of October, 2018.

WITNESSES:

MORTGAGOR:

Ayman Alsayed

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Shelby Cnty Judge of Probate, AL
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STATE OF Alabama }

COUNTY OF JEFFERSON }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ayman Alsayed, a married 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 the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 23rd day of October, 2018.

Notary Public

My Commission expires: 6/2/2019

CLARENCE TO SMITH NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm. Expires June 2, 2019