

This Instrument Prepared By:
Brian J. Ritchey
Ritchey Legal, PLLC
4951 Meadow Brook Rd
Birmingham, AL 35242

STATE OF ALABAMA)
)
COUNTY OF SHELBY) **REAL ESTATE MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned, **DAVID WILLIAMSON and wife, PENNY L. WILLIAMSON** (hereinafter referred to as "Mortgagors"), are justly indebted to **THE JOHN TONY PHARO TRUST**, an Alabama trust (hereinafter referred to as "Mortgagee"), in the sum of Twenty Thousand and No/100 Dollars (\$20,000.00), any and all future note or notes, and any and all extensions and renewals thereof, or of any part thereof, and all interest, if any, payable on any and all of any promissory note executed referencing this instrument and on any and all such extensions and renewals (the aggregate amount of such debt and interest, including any extensions and renewals and interest, is hereinafter collectively referred to as the "Indebtedness") as evidenced by any and all promissory notes executed referencing this instrument, and whereas it is desired by the Mortgagors to secure the prompt payment of the Indebtedness with interest, if any, when the same falls due.

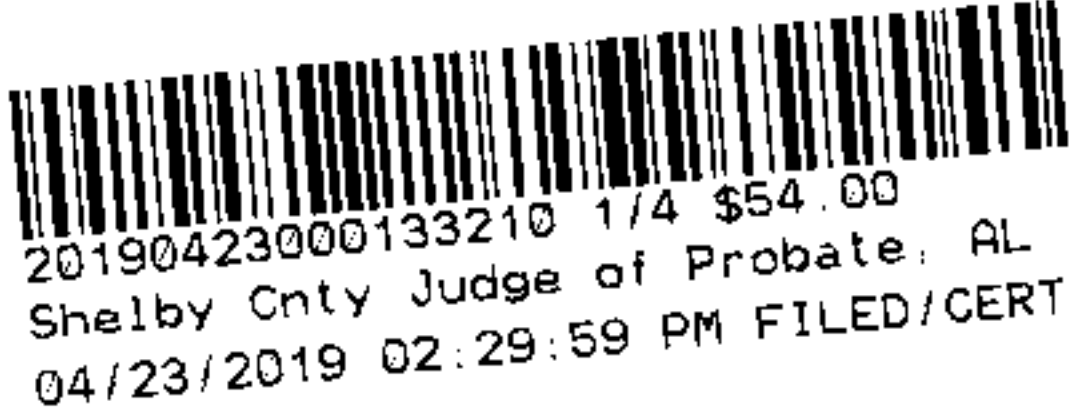
NOW THEREFORE, in consideration of the Indebtedness and to secure the prompt payment of the Indebtedness evidenced by said note, and the compliance with all the stipulations herein contained, the Mortgagors do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real property situated in Shelby County, Alabama, to-wit:

LOT 1-A, IN A RESURVEY OF G. S. CROSS ESTATE, ACCORDING TO MAP OF SAID SUBDIVISION, AS RECORDED IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, IN MAP VOLUME 5, PAGE 28, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

MINERAL AND MINING RIGHTS EXCEPTED.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

(This Mortgage was prepared without benefit of a title examination)



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

TO HAVE AND TO HOLD the above granted premises unto the Mortgagee forever. For the purpose of further securing the payment of the Indebtedness, the Mortgagors agree to pay all taxes or assessments when legally imposed upon said real property. Should default be made in the payment of same, the Mortgagee has the option of paying off the same and add the amounts paid by the Mortgagee to the principal. To further secure the Indebtedness, the Mortgagors agree to keep the real estate insured against any liability and improvements on the real estate, if any, insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, with companies satisfactory to the Mortgagee, with loss, if any, payable to the Mortgagee. Mortgagors agree to promptly deliver said policies, or any renewals of said policies, to Mortgagee; and if the Mortgagors fail to keep said property insured as above specified, or fails to deliver said insurance policies to the Mortgagee, then the Mortgagee has the option of insuring the real property for said sum for the benefit of the Mortgagee. In the event of any covered casualty, the proceeds from the said policy, if collected, will be credited on the Indebtedness, less cost of collecting same; all amounts so expended by the Mortgagee for taxes, assessments or insurance, shall become part of the Indebtedness owed to the Mortgagee, and shall be covered by this mortgage, and bear interest, if any, from the date of payment by the Mortgagee, and be at once due and payable.

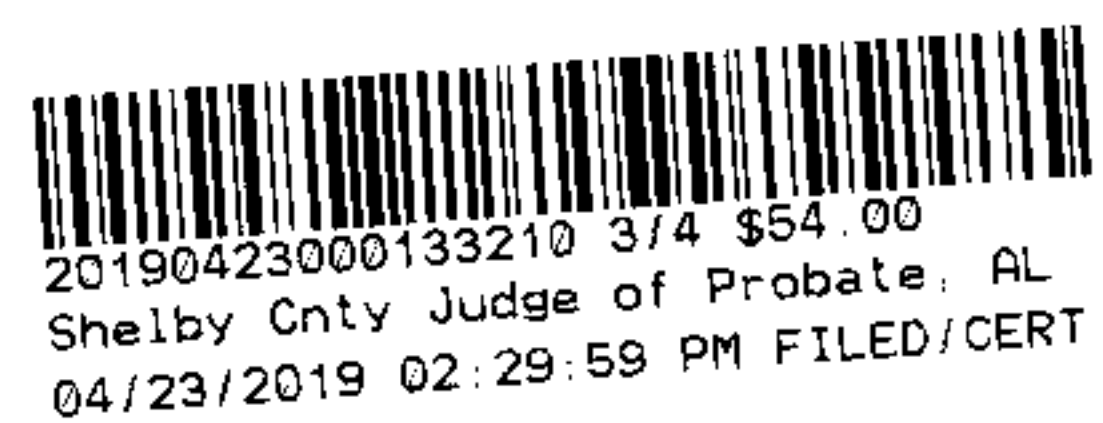
Should default be made in the payment of any sum expended by the Mortgagee, or should any part of the Indebtedness remain unpaid at maturity, or should the interest of the Mortgagee in the real property become endangered by reason of the enforcement of any prior lien or encumbrance thereon so as to endanger the Indebtedness hereby secured, or if the Mortgagors fail to place and continue to make best efforts to sell the real property, or if any liens, encumbrances or mortgages are placed on the property other than by the Mortgagees, then in any one of said events, the whole of the 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 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 a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that may be necessary then to expend in paying insurance, taxes, or other encumbrances, with interest thereon; Third, to the payment of the 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 Mortgagors.

The Mortgagors further agree that the Mortgagee may bid at said sale and purchase the real property, if the highest bidder, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagors by such auctioneer as agent, or attorney in fact; and the Mortgagors further agree to pay a reasonable attorney's fee to the Mortgagee for the foreclosure of this mortgage, should the same be so foreclosed, said fee to be a part of the Indebtedness hereto secured.

Notwithstanding any provision herein to the contrary, at such time as the amount of any debt secured by the real property described herein reaches Eighty Thousand and No/100 (\$80,000.00) dollars, then Mortgagors shall issue a warranty deed to Mortgagee free and clear of all liens and encumbrances in full satisfaction of all indebtedness owed by Mortgagors to Mortgagee and all notes signed by Mortgagors to Mortgagee shall be marked "Paid in Full" and returned to them.


This mortgage, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the real property therein described, prior and superior to any other creditor's lien. The Mortgagors agree to not allow any additional liens, encumbrances or mortgages on the real property other than those extended by the Mortgagee. The Mortgagors understand and agree that the Mortgagee would not extend any loan to the Mortgagors without this subordination. Further, and in any event, Mortgagors shall preserve and protect the first priority mortgage status of this mortgage. If any mortgage, lien or security interest is asserted against the real property, the Mortgagors shall promptly, and at its expense, (a) give the Mortgagee a detailed written notice of such mortgage, lien or security interest (including origin, amount and other terms), and (b) pay the



underlying claim in full or take such other action so as to cause it to be released or contest the same in compliance with this agreement. It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the person, or to the corporation or Trust 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, legal representatives, and assigns, of the Mortgagee, or to the successors, agents and assigns of the Mortgagee, if a corporation, limited liability company or Trust.

IN WITNESS WHEREOF, the Mortgagors do hereby set their hands and seals this the 3rd day of April 2019.



DAVID WILLIAMSON



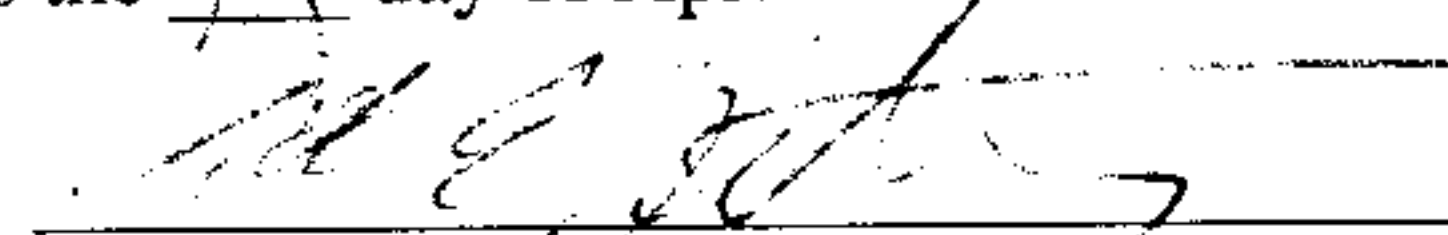
PENNY L. WILLIAMSON

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

ACKNOWLEDGMENT


I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **DAVID WILLIAMSON** and wife, **PENNY L. WILLIAMSON**, whose names are signed to the foregoing Mortgage, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the Mortgage, they executed the same voluntarily on the day the same bears date.

Given under our hands and official seals this the 3rd day of April 2019.



Notary Public

My Commission Expires: 8/2/2030

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Shelby Cnty Judge of Probate, AL
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