

This instrument prepared by: Halbrooks & Allen, LLC
William H. Halbrooks, Attorney
1 Independence Plaza, Suite 704
Birmingham, AL 35209

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STATE OF ALABAMA
SHELBY COUNTY

Know All Men By These Presents, that whereas the undersigned,
Caroline Elizabeth Bryan McGraw and Daniel McGraw, Wife and Husband ,
is/are justly indebted to
John Evans Bryan ,

in the sum of
Two Hundred Fifty Thousand and No/100 (\$250,000.00) Dollars evidenced by one
promissory note dated July 10 , 2019 and whereas it is desired by the undersigned to
secure the prompt payment of the said indebtedness with interest when the same falls due;

Now Therefore in consideration of the said indebtedness, and to secure the prompt
payment of the same at maturity, the undersigned, do, or does, hereby grant, bargain, sell and
convey unto the said
John Evans Bryan

(hereinafter called Mortgagee) the following described real property situated in
Shelby County, Alabama, to-wit:

Lot 1, according to the Survey of Dearing Downs, 8th Addition, as recorded in
Map Book 10, Page 42, in the Office of the Probate Judge of Shelby County,
Alabama.

Subject to: all easements, restrictions, reservations, and rights of way and of record.

The proceeds of this loan have been applied against the purchase price of the
property described herein, conveyed to mortgagor(s) simultaneously herewith.

A material portion of this loan is being funded contemporaneously with the recording
of this document in order to secure priority.

Said property is warranted free from all encumbrances and against any adverse claims.

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, 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 Mortgagee for taxes, assessment or insurance shall become a debt to said Mortgagee,
additional to the debt hereby specially secured, and shall be covered by the mortgage, and bear
interest from the date of payment by said Mortgagee and be at once due and payable.

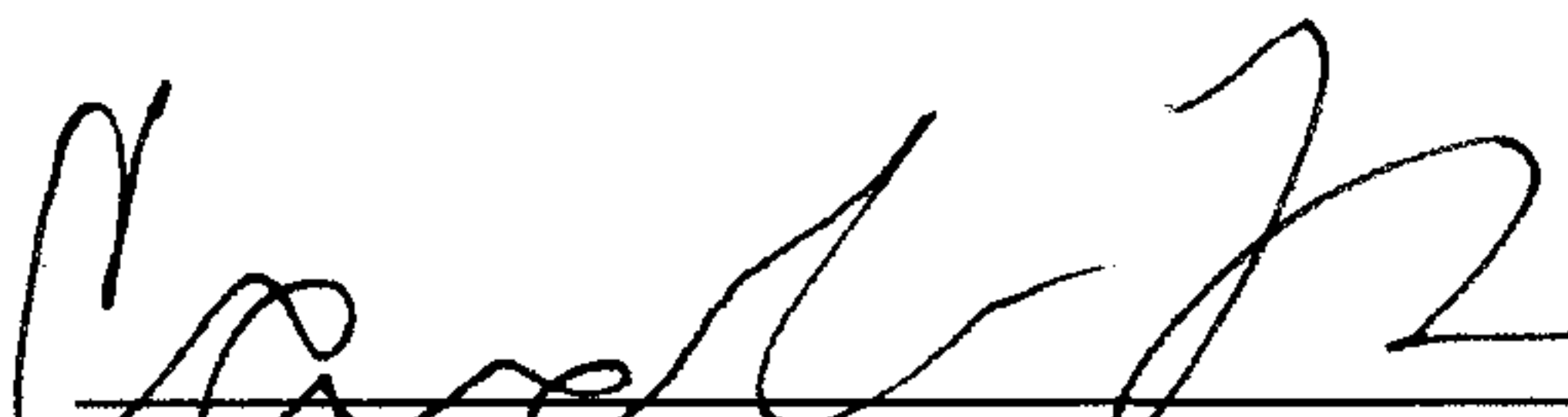
Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, but should default be made in the payment of 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 encumbrances 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 a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may be necessary then to expended 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 therefore, 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 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 agents and assigns of said Mortgagee, if a corporation

IN WITNESS WHEREOF, we have hereto set our hands and seals on this the 10th day of July, 2019.

WITNESSES:



Caroline Elizabeth Bryan McGraw (Seal)



Daniel McGraw (Seal)

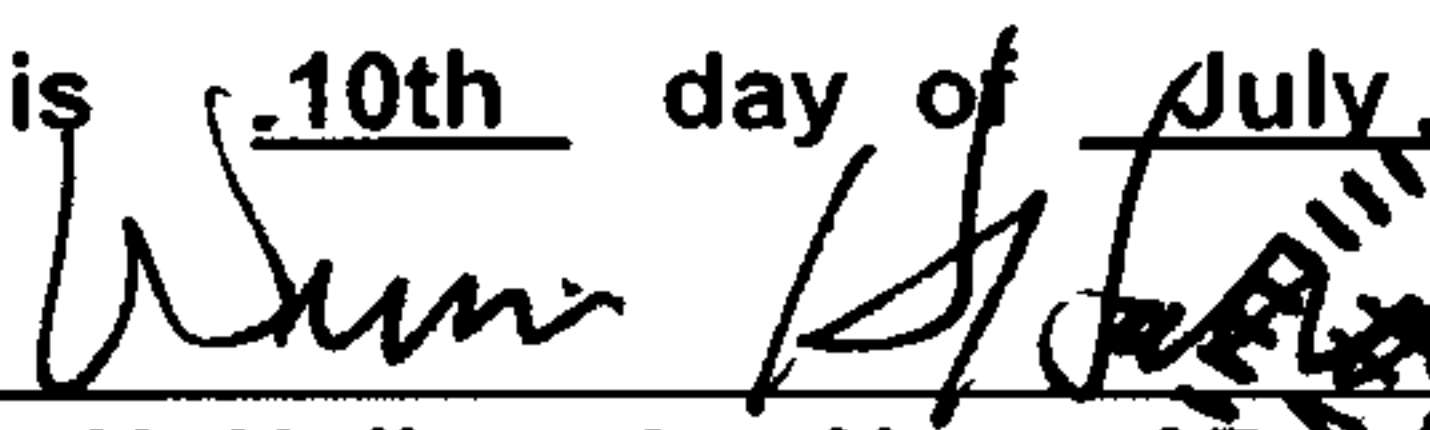
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STATE OF ALABAMA }
 }
JEFFERSON COUNTY } General Acknowledgment

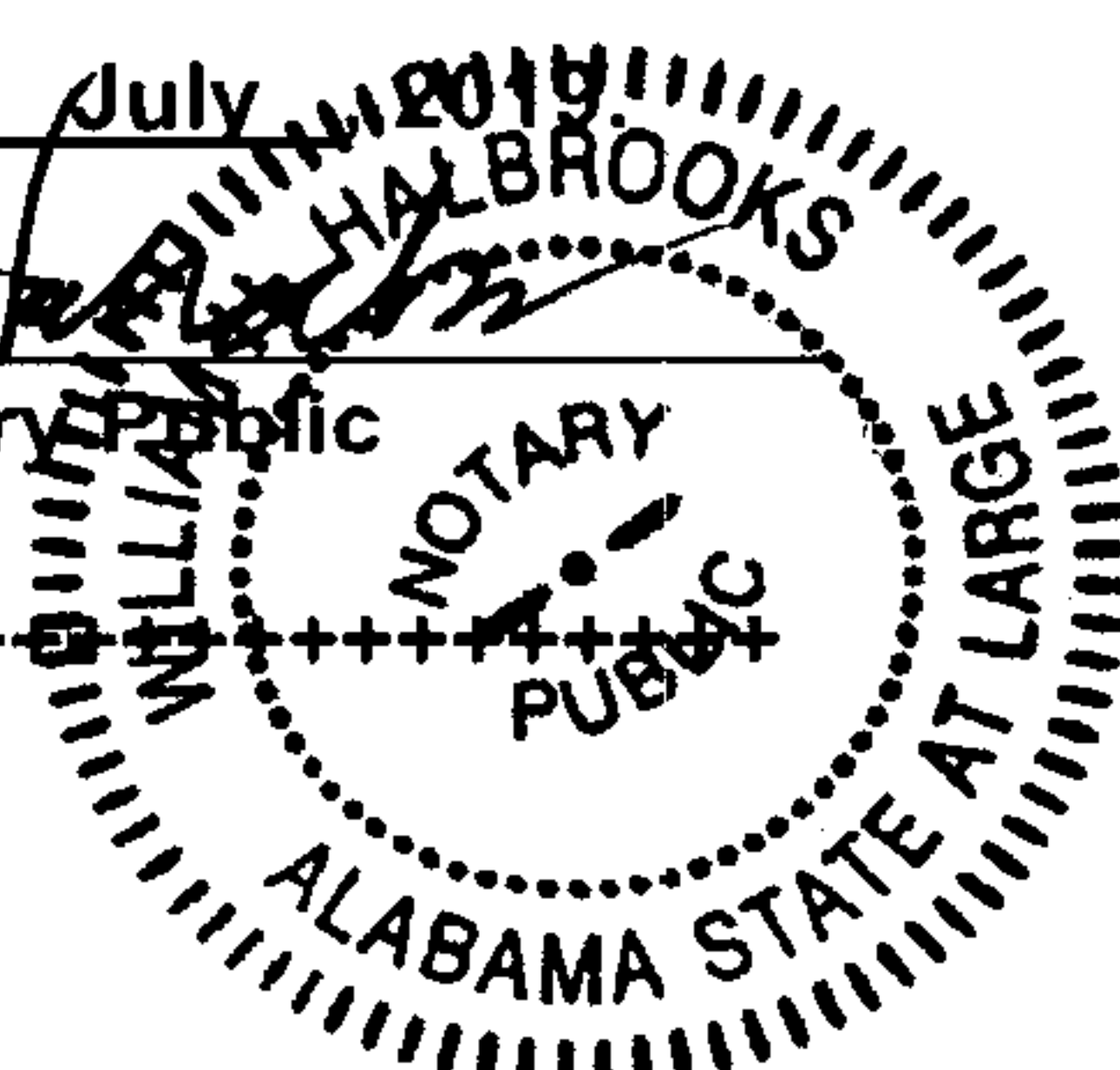
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Caroline Elizabeth Bryan McGraw and Daniel McGraw, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents 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 10th day of July, 2019

My Commission Expires: 4/21/20



William H. Halbrooks, Notary Public



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Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/11/2019 02:12:15 PM
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