This instrument was prepared by: Chesley P. Payne Massey, Stotser, & Nichols P.C. 1780 Gadsden Hwy. Birmingham, Alabama 35235

MORTGAGE

STATE OF ALABAMA
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That Whereas, Vicki Lynn Graham, a single woman, and Christy Goldman, a single woman, (hereinafter collectively called "Mortgagor") is justly indebted to Roberta Graham, her heirs, successors, and assigns (hereinafter called "Mortgagee", whether one or more), whose address is 287 Skipjack Drive, Heathsville, VA. 22473, for the sum of Thirty-Four Thousand Eight Hundred Ninety-Four and 78/100 Dollars (\$34,894.78), as evidenced by a Real Estate Mortgage Note, of even date herewith, payable according to the terms and conditions as set forth therein with a final payment due March 28, 2028.

And Whereas, Mortgagor 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 Mortgagor, does hereby grant, bargain, sell and convey unto the said Mortgagee, the following described real estate, situated in Shelby County, State of Alabama, to-wit:

See Exhibit A.

This indebtedness secured by this mortgage may not be transferred or assigned without the prior written consent of the Mortgagee.

This mortgage is a purchase money mortgage.

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 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 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 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 when same becomes due, 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 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, 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, and apply the proceeds of the sale as follows: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that my have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other encumbrance, 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 therefore; and undersigned further agrees to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage, should the same be so foreclosed, said fee to be part of the debt hereby secured.

Mortgagor shall pay to Mortgagee on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; and (c) premiums for any and all insurance required by Mortgagee under this Mortgage. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Mortgagee may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Mortgagor, and such dues, fees and assessments shall be an Escrow Item. Mortgagor shall promptly furnish to Mortgagee all notices of amounts to be paid under this Section. Mortgagor shall pay Mortgagee the Funds for Escrow Items unless Mortgagee waives Mortgagor's obligation to pay the Funds for any or all Escrow Items. Mortgagee may waive Mortgagor's obligation to pay to Mortgagee Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Mortgagor shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Mortgagee and, if Mortgagee requires, shall furnish to Mortgagee receipts evidencing such payment within such time period as Mortgagee may require. Mortgagor's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Mortgage. If Mortgagor is obligated to pay Escrow Items directly, pursuant to a waiver, and Mortgagor fails to pay the amount due for an Escrow Item, Mortgagee may exercise its rights under this Mortgage and pay such amount and Mortgagor shall then be obligated to repay to Mortgagee any such amount. Mortgagee may revoke the waiver as to any or all Escrow Items at any time by a notice to the Mortgagor

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and, upon such revocation, Mortgagor shall pay to Mortgagee all Funds, and in such amounts, that are then required under this section.

SIGNATURES ON SUBSEQUENT PAGES

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| IN WITNESS WHEREOF, | the undersigned, Vicki Lynn Graham and Christy Goldman, h |
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| hereunto set his signature and seal, of MORTGAGOR: ATTEST: | on this the Zon day of System , 2019. Wicki Lynn Graham (SEAL) |
| | Christy Goldman (SEAL) |
| STATE OF ALABAMA) SHELBY COUNTY) | |
| Lynn Graham and Christy Goldman | Public in and for said County, in said State, hereby certifies that Vical, whose name is signed to the foregoing conveyance, and who re me, on this day, that, being informed of the contents of the coluntarily on the day the same bears date. |
| Given under my hand this day | of <u>Sydvala</u> , 2019. |
| DAVID BRITARY | Notary Public My Commission Expires: 9-25-2021 |
| B. PUBLIC | |

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EXHIBIT A LEGAL DESCRIPTION

The North ½ of the following described property: Begin at the NE corner and run South 420 feet; thence West 105 feet; thence North 420 feet; thence East 105 feet to the starting point and begin a part of the NE ¼ of NE ¼ of Section 18, Township 18, Range 2 East, Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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