

THIS INSTRUMENT WAS PREPARED BY:

JOSHUA M. WATKINS
WATKINS LAW FIRM
4000 EAGLE POINT CORPORATE DRIVE
BIRMINGHAM, AL 35242


20200327000120750 1/8 \$95.50
Shelby Cnty Judge of Probate, AL
03/27/2020 10:47:33 AM FILED/CERT

MORTGAGE

THIS IS A REAL ESTATE MORTGAGE

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That Whereas, John King AND Amy L. King, HUSBAND AND WIFE, (hereinafter called "Mortgagor", whether one or more) is/are justly indebted, to About Investments, Inc. an Alabama Corporation, (hereinafter called "Mortgagee", whether one or more), in the sum of Thirty-five Thousand Dollars & NO/100 (\$35,000.00), evidenced by Line of Credit Promissory Note of even date herewith, in the total amount of \$35,000.00.

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 John King AND Amy L. King and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, namely 2239 Pup Run, Helena, Alabama 35080, situated in Shelby County, State of Alabama, to-wit and more specifically described as:

Subdivision:

FOX HAVEN 1ST SECTOR AMENDED
Twn: 8 / Rng: 13 / Sec: 27
Block: C / Lot: 18

Legal Description:

FOX HAVEN 1ST SECTOR AMENDED BLK C LOT 18
Plat Book: 07 / Plat Page: 086

Subject to: Easements, exceptions, reservations and restrictions of record , if any.

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

except as stated above.

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, tornado and hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Mortgagee requires insurance 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 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 at maturity, 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, or should Mortgagor destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property, 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, 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 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 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 therefor; 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.

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's Rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, the Mortgagor/Borrower's right to use this right to reinstate shall be limited to two (2) times.

[SIGNATURE(S) ON FOLLOWING PAGE(S)]



IN WITNESS WHEREOF the undersigned, have hereunto set their signatures and seals, this

18 day of Feb 2020.

MORTGAGOR:

Sign:

Amy L. King

Print:

MORTGAGOR:

Sign:

John King

Print:



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STATE OF ALABAMA)

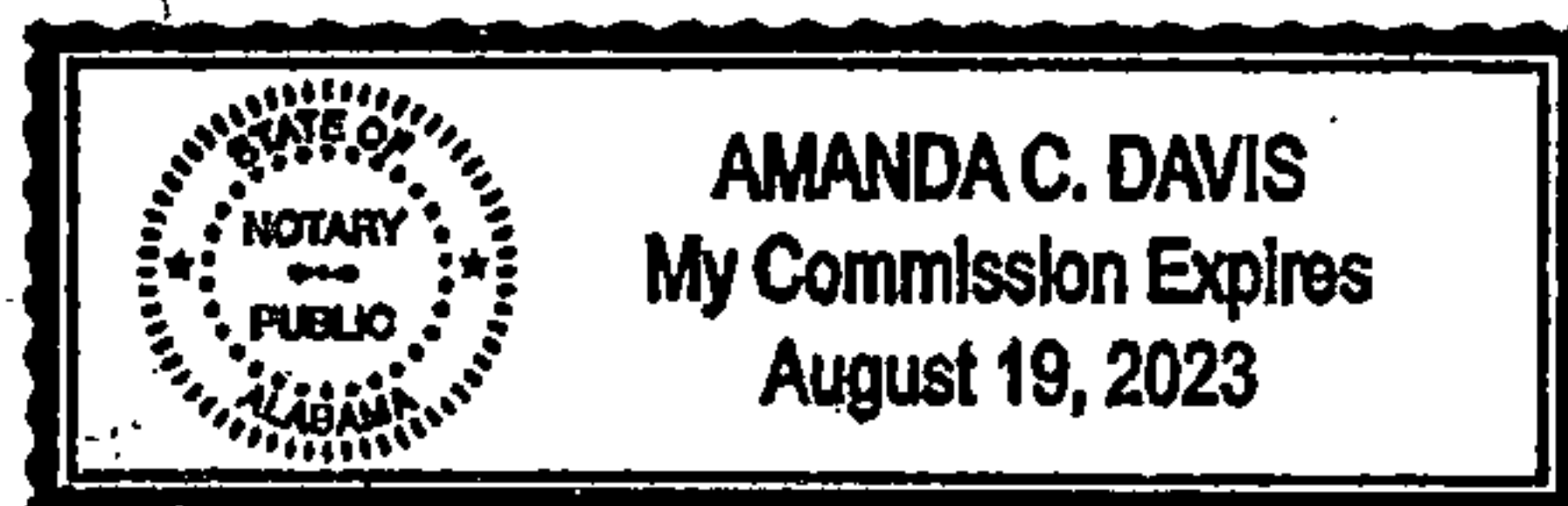
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that John King AND Amy L. King 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 18 day of Feb of 2020.

NOTARY PUBLIC: Amanda C. Davis

MY COMMISSION EXPIRES: 8.19.23 (SEAL)



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LINE OF CREDIT PROMISSORY NOTE

\$35,000.00

Date: 2-10-2020

FOR VALUE RECEIVED, John King and Amy L. King, (collectively and individually "Borrower") individuals promises to pay to the order of About Investments, Inc. ("Lender"), an Alabama Corporation, the principal sum of Thirty-five Thousand Dollars (\$35,000.00) (the "Credit Amount"), or so much thereof as has been, or may be disbursed to, or for the benefit of the Borrower by Lender in Lender's sole and absolute discretion. It is the intent of the Borrower and Lender hereunder to create a line of credit agreement between Borrower and Lender whereby Borrower may borrow up to the Credit Amount from Lender; provided, however, that Lender has no obligation to lend Borrower any amounts hereunder and the decision to lend such money lies in the sole and complete discretion of the Lender.

INTEREST & PRINCIPAL:

1. The unpaid principal of this line of credit shall bear simple interest at the rate of Twenty percent (20%) per annum ("Interest"), unless otherwise stated herein.
2. Interest shall be calculated based on the principal balance as may be adjusted from time to time to reflect additional advances made hereunder.
3. Interest on the unpaid balance of this Note shall accrue monthly but shall not be due and payable until such time as when the principal balance of this Note becomes due and payable.
4. The principal balance of this Note shall be due and payable upon:
 - a. the sale or refinancing of the Principal Property, namely 2239 Pup Run, Helena, Alabama 35080 ("Property Closing"); or
 - b. within twelve months of the execution of this Agreement, whichever comes sooner.
5. Upon Property Closing, at Lender's sole option, Lender shall be entitled to fifty percent (50%) of the equity in Principal Property in lieu of Interest as otherwise calculated herein.
 - a. Equity shall be calculated as any and all proceeds of Property Closing, less any governmental obligations, or indebtedness secured by mortgages on Principal Property due at such closing.
6. There shall be no penalty for early repayment of all or any part of the principal.

SECURITY: This Note shall be secured by a mortgage ("Mortgage") upon certain property owned by the Borrower located in Shelby County, Alabama.

DEFAULT: The Borrower shall be in default of this Note on the occurrence of any of the following events: (i) the Borrower shall fail to meet its obligation to make the required principal or interest payments hereunder. (ii) the Borrower shall be dissolved or liquidated; (iii) the Borrower shall make an assignment for the benefit



of creditors or shall be unable to, or shall admit in writing their inability to pay their debts as they become due; (iv) the Borrower shall commence any case, proceeding, or other action under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors, or any such action shall be commenced against the undersigned; (v) the Borrower shall suffer a receiver to be appointed for it or for any of its property or shall suffer a garnishment, attachment, levy or execution.

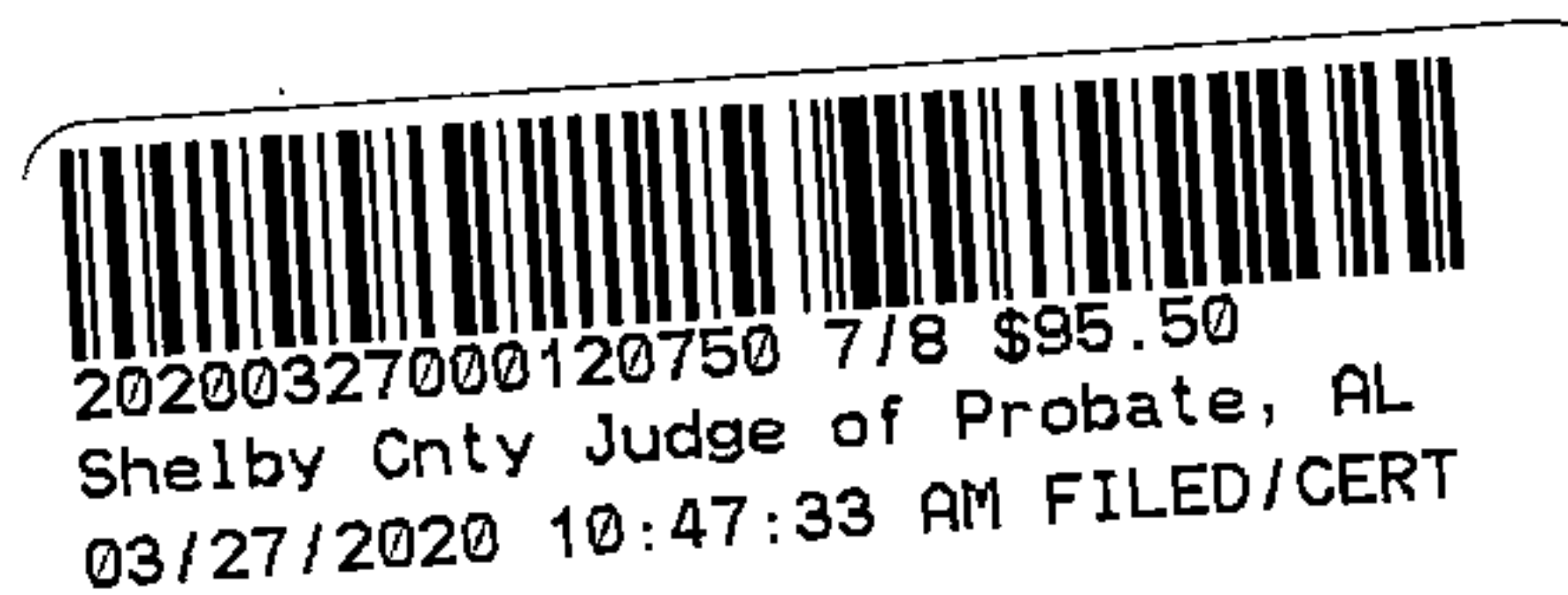
REMEDIES: Upon default of this Note, Lender may declare the entire amount due and owing hereunder to be immediately due and payable. Lender may also use all remedies in law and in equity to enforce and collect the amount owed under this Note.

COSTS: In the event Lender incurs expenses ("Enforcement Costs") to enforce the provisions hereunder, Lender shall be entitled to recover from Borrower all costs of enforcement and/or recovery, including but not limited to professional fees, court cost, and any other related costs. Lender shall not be required to file suit in order to recover such Enforcement Costs.

CONSTRUCTION: This Agreement has been mutually negotiated with Parties having reasonable access to counsel. Any construction of this agreement shall be treated as if mutually drafted and shall bear no construction against any particular party as drafter.

Borrower hereby waives demand, presentment, notice of dishonor, diligence in collecting, grace and notice of protest.

[SIGNATURE(S) ON FOLLOWING PAGE(S)]

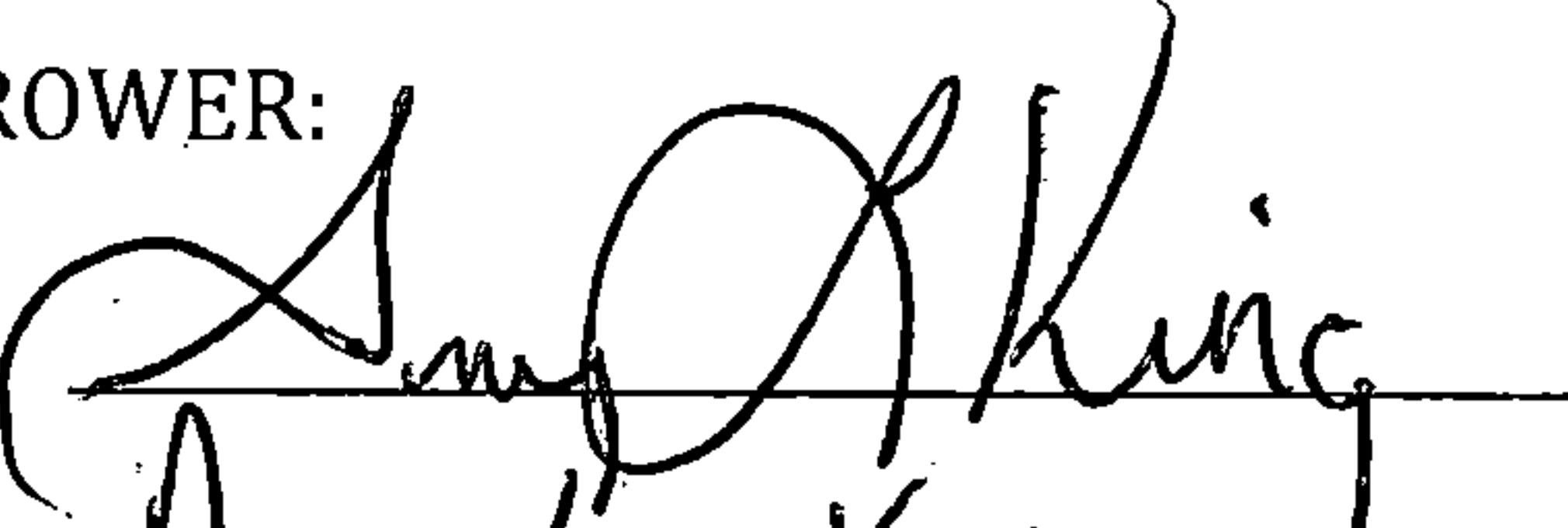


SIGNATURE(S)

BORROWER:

Sign:

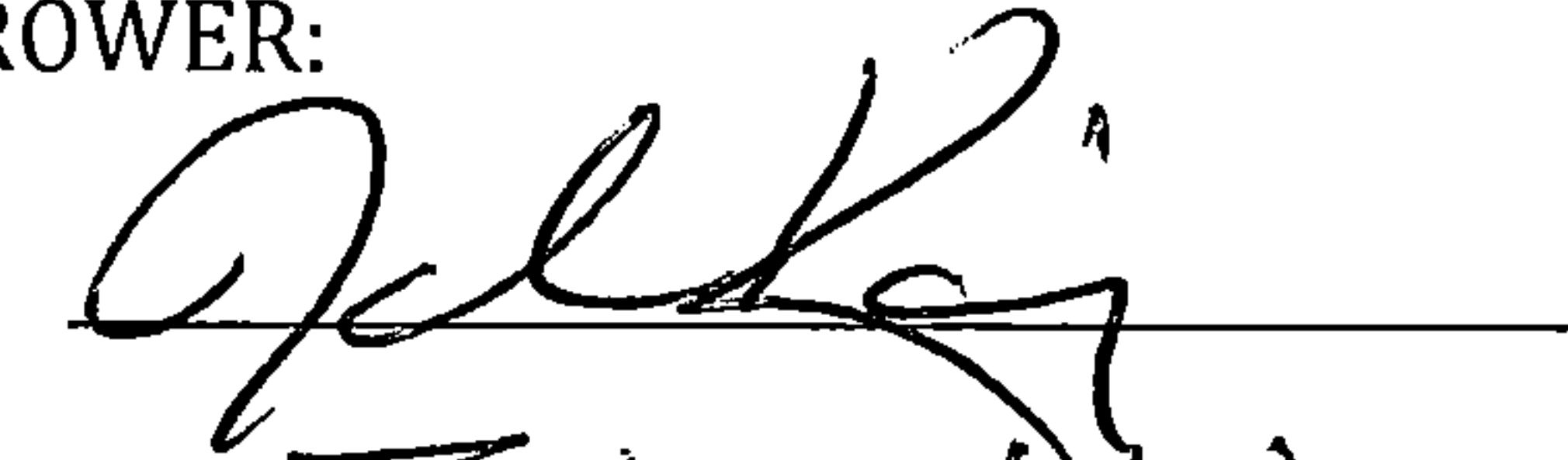
Print:


Amy L. King

BORROWER:

Sign:

Print:


John King



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