20200908000399880 1/4 $1277.50
Shelby Cnty Judge of Probate, AL
09/08/2020 03:40:21 PM FILED/CERT

This Instrument was prepared by:
Fuller Hampton, LLC
409 Lay Dam Road
Clanton, AL 35045

**THE STATE OF ALABAMA**
**CHILTON COUNTY**

THIS INDENTURE, made and entered into this the **24th**, day of **August, 2020,** by and between **Adam Williams**, as mortgagor, and hereinafter called the first party, and MARION BANK AND TRUST COMPANY, a corporation organized and existing under the laws of Alabama, hereinafter called the second party.

WITNESSETH: That, whereas, **Adam Williams**, is justly and lawfully indebted to the second party in the sum of **$831,000.00** being money this day loaned by second party to party and/or parties, of the first part, which said indebtedness is evidenced by the promissory waive notes signed by party and/or parties, of the first part, of even date herewith, and payable to the order of second party at its principal place of business in Marion, Alabama.

Note dated **August 24, 2020** in the original principal amount of **$831,000.00** as provided therein, which matures on **August 24, 2021**.

**THIS IS NOT A PURCHASE MORTGAGE**

And whereas the first party is desirous of securing the prompt and faithful payment of said note (s) when due, as well as securing the prompt and faithful payment of any and all renewals and extensions of said notes and to secure any and all future advances that the second party may advance to the first party or NEXT STEP, INC. before the payment in full of said mortgage indebtedness, and of securing the prompt and faithful performance of all and singular the covenants and agreements herein contained, by the first part to be kept and performed:

**NOW THEREFORE**, In consideration of the premises and of the sum of One Dollar, cash, in hand paid to first party by the second party, the receipt whereof is hereby acknowledged, first party does by this indenture grant, bargain, sell and convey unto second party the following property, situated, lying and being in **SHELBY COUNTY, ALABAMA**, bounded and more particularly described as follows:

**See Attached Exhibit "A".**

**TO HAVE AND TO HOLD** the above described property, together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, unto second party, and to the heirs, assigns and successors of second party, in fee simple forever.

And the said first party represents to and covenants with second party that first party is seized of a indefeasible estate in fee simple, in and to the above described property, and has a good right to sell or mortgage the same; that the said property is free of any and all liens, taxes and encumbrances whatsoever; and that the first party will warrant and forever defend second party, and the heirs, assigns and successors of second party, In the quiet and peaceable possession of the same against the lawful claims or demands of any persons, whomsoever.

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**THIS CONVEYANCE IS MADE UPON THE FOLLOWING TERMS, STIPULATIONS AND CONDITIONS, NAMELY:**

1. The first party agrees to pay all taxes and improvements assessments against the above described property within thirty days after the same become due, and an attorney's fee for examining the title to the above described property and for the preparation of this mortgage.

2. If an attorney is employed to foreclose this mortgage, or to enforce any of the provisions of this mortgage, either before or after court proceedings are commenced involving this property, or to collect this debt or any part thereof; for the purpose of defending the title to the above described property, or to obtain possession of the same after foreclosure; then, in either or all of such events, first party agrees to pay such reasonable attorney's fees, as may be incurred by second party, or the assigns of successors of second party, for such services, and the amount of such attorney's fees shall become a part of this mortgage debt and may be secured hereby and these provisions shall apply to any proceedings in any state, bankruptcy or other court, as well as under the power of sale hereinafter set forth.

3. It is expressly understood and agreed between the parties hereto, the second party, or the heirs, assigns or successors of second party may bid at any sale held under the provisions of this mortgage, through court proceedings or otherwise, as fully and legally as if strangers to this instrument, and in the event of such purchase, the auctioneer crying the sale is hereby duly authorized and empowered to a deed to such purchaser conveying the legal and equitable title to said property, such deed to be made as agent or attorney in fact for first party.

4. The first party agrees to keep the building on the above described property insured in some reasonable insurance company, for the amount of the principal debt hereby secured, or in such amount, if less, as the said buildings will bear with loss, if any, payable to second party, as the interest of second party, or assigns, may appear, under the New York Standard or Union loss clause, the Insurance when collected to be credited on the debt hereby secured or to be used in rebuilding the buildings destroyed, at the option of the second party; all policies to be delivered to the second party.

5. It is expressly understood and agreed between the parties hereto, that if first party shall fail to pay the taxes or improvement assessments as above provided, or fail to take out the Insurance as above stipulated, then in either event it is optional with second party to pay such taxes and take out such Insurance, and the amounts so expended by second party shall become a part of this mortgage debt And bear interest at the legal rate until paid.

6. This mortgage, in addition to the above described note(s), shall also secure the payment of any and all renewals and/or extensions of said note(s) and of any future advances hereafter made by second party to first party or other debts which may be due, owing or payable by first party, or either of them, to second party before the cancellation or foreclosure of this mortgage.

7. The first party agrees to properly care for said property and all improvements thereon and not commit waste, cut remove, or damage timber or improvements or allow waste to be committed or timber or improvements to be cut, removed, or damage. In the event this covenant is breached, first party agrees to pay all cost and expenses, including reasonable attorney's fees, incurred by second party in investigating such violation and in protecting this security.

8. It is agreed and understood that in the event the said first party should sell said property during the life of this mortgage, without first obtaining the written consent of the second party, the entire indebtedness then secured by this mortgage shall become immediately due and payable and in default, and the said second party is thereupon authorized and empowered to foreclose this mortgage under the powers contained herein and in the manner herein provided for.

9. Unless otherwise stipulated herein, the use of the singular shall include the plural and the use of the plural shall include the singular when referring to any of the parties set out in the mortgage.

10. If Homestead Property, the borrower(s) hereby waives all rights of Homestead Exemption in the Property.

If first party shall well and truly keep and perform all of the covenants, stipulations and agreements herein contained by first party to be kept and performed, and shall pay the above described notes, and any and all renewals and/or extensions of said notes and all future advances that are given to NEXT STEP, INC. and other debts owing the first party to second party when they respectively mature, then this conveyance shall be null and void; but if first party shall fail to keep and perform any one of such covenants, stipulations and conditions or fail to pay any one of the above described notes, or of any renewal and/or extensions of said notes or any part thereof or any future advances or other debt due and payable by first party or NEXT STEP, INC. to second party, when the same respectively mature, then in either one or all such events, second party has the right to declare the entire mortgage debt due and payable at once, and this mortgage shall be subject to foreclosure; and second party, or the assigns, agents or attorneys of second party are authorized and empowered to take possession of the above described property, and either with or without possession, to sell the above described property at public auction to the highest bidder for cash, within the legal hours or sale, after first giving notice of the time, place, and terms of sale, such sale to be held in front of the courthouse door, **SHELBY COUNTY, ALABAMA**; Which notice shall be given by weekly insertion, once a week for three consecutive weeks before the day of sale, in any newspaper published in the county last named, and the proceeds of such sale shall be applied as follows:

a. To the expenses of advertising, conveying and conducting said sale, including a reasonable attorney's fee:

b. To the payment of any amounts that may have been expended, or that may then be necessary to expend, in paying insurance, taxes, or other encumbrances, with interest to the day of sale;

c. To the payment of all sums secured by this Security Instrument, with interest thereon to the day of sale:

d. The surplus, if any, to the person or persons legally entitled to it.

It is expressly understood and agreed between the parties hereto that any irregularity in giving notice, or in conducting the sale as above provided, shall not affect the title of the purchaser at such sale, but any such irregularity is hereby expressly waived by the first party.

**Future advance clause: Pending disbursement of the full proceeds of the loan secured by the mortgage set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made, up to the face amount of the policy.**

**IN WITNESS WHEREOF**, the first part signs and seals this instrument on the day and in the year first herein above written.

**Adam Williams**

**Next Step, Inc.**
**By: Adam Williams, as president**

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THE STATE OF ALABAMA
Chilton **COUNTY**

I, Clay Maddox, a Notary Public in and for said County, in said State, do hereby certify that **Adam Williams, both personally and as president of Next Step, Inc.**, whose name(s) are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, individually and as such officer with fully authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 24th day of August **2020.**

(SEAL) CLAY MADDOX NOTARY PUBLIC ALABAMA STATE AT LARGE

Notary Public:
Commission Exp: 4-23-23

BradleyJ. Jackson
Unique Identifier #656403
Beverly Diane Rachels
Unique Identifier #90814
Institution ID #433895

Exhibit "A"

Parcel I
Lot 36, a Northerly part of Lot 35 and the Southerly 5.00 feet of Lot 37, Block 1, of the Nickerson-Scott Survey, dated March 1929, as recorded in Map Book 3, Page 34, in the Probate Office, Shelby County, Alabama, described as follows: Commence at the Southwest corner of Lot 33 and go North 6 degrees 54 minutes East along the West boundary of Lots 33, 34, 35, 36 and 37 for 143.35 feet to the point of beginning; thence continue along previous course for 61.65 feet; thence South 83 degrees 55 minutes East for 123.63 feet to the Westerly boundary of Highway No. 31; thence South 7 degrees 35 minutes 53 seconds West along said Westerly boundary for 66.69 feet; thence North 81 degrees 34 minutes 23 seconds West for 122.85 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel 1.1
Lots 38, 39, the Northerly 45 feet of Lot 37 and the Southerly 25.0 feet of Lot 40, Block 1 of the Nickerson-Scott Survey, dated March 1929, as recorded in Map Book 3, Page 34 in the Probate Office, Shelby County, Alabama, described as follows: Commence at the Southwest corner of Lot 33 and go North 6 degrees 54 minutes along the West boundary of Lots 33, 34, 35, 36, 37, 38, 39 and 40 for 205.00 feet to the point of beginning; thence continue along previous course for 170.0 feet; thence South 83 degrees 55 minutes East for 125.17 feet to the Westerly boundary of Highway No. 31; thence South 7 degrees 25 minutes 10 seconds West along said Westerly boundary for 170.03 feet; thence North 83 degrees 55 minutes West for 123.63 feet to the point of beginning, being situated in Shelby County, Alabama.



This is ~~for~~ identification purposes only: