

STATE OF ALABAMA)
)
SHELBY COUNTY)

SECOND MORTGAGE

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, Timothy Goodpastor, ("Mortgagor") is justly indebted to Eva Jo Tuttle and Marc Tuttle, husband and wife. ("Mortgagee", whether one or more) in the sum of Seventeen Thousand Five Hundred (\$17,500.00) Dollars, evidenced by a Second Secured Promissory Note executed simultaneously herewith and payable according to its terms and conditions.

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, the Mortgagor, Timothy Goodpastor, does hereby grant, bargain, sell and convey unto Eva Jo Tuttle and Marc Tuttle, husband and wife, the Mortgagees the following described real estate, situated in Shelby County, State of Alabama ("Property"), to-wit:

That certain lot located in Section 6, Township 19S, Range 01 West, more particularly described as follows.

Legal Description: COM NW COR SE 14 S1322.33 TO POB CONT S TO WLY ROW LN AL HWY 119 NELY767.03 ALG SD ROW W TO POB; consisting of approximately 2.34 acres.

Parcel ID No.: 09 3 06 0 001 020.003

Street Address: 6420 Cahaba Valley Road, Birmingham, AL

35242. Assessed Value: \$87,450.00

Subject to:

1. Current taxes.
2. Restrictions and Easements of Record.

TO HAVE AND TO HOLD the Property unto the Mortgagees, the Mortgagees' successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes



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or assessments when imposed legally, upon said premises, and should default be made in the payment of same, the Mortgagees may at Mortgagees' option pay off the same; and to further secure the indebtedness, the first above named undersigned agrees to keep the improvements on the Property insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagees, with loss, if any, payable to the Mortgagees, as the Mortgagees' interest may appear, and to promptly deliver said policies, or any renewal of said policies to the Mortgagees; and if the undersigned fail to keep the Property insured as above specified, or fail to deliver said insurance policies to the Mortgagee, then the Mortgagee, or assigns, may at the Mortgagees' option insure the Property for said sum, for the Mortgagees' own benefit, the policy if collected, to be credited on said indebtedness, less the cost of collecting same; all amounts so expended by the Mortgagees for taxes, assessments or insurance, shall become a debt to the Mortgagees or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from the date of payment by the Mortgage, or assigns, and be at once due and payable.

Upon condition, however, that if the Mortgagor pays the indebtedness, and reimburses the Mortgagees or assigns for any amounts the Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, this conveyance shall be null and void; but should default be made in the payment of any sum expended by the Mortgagees or assigns, or should the indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of the Mortgagees or assigns in the 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 such 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 Mortgagees, 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 the Mortgagees, agents or assigns deem best, in front of the Court House door of said County, (or division thereof) where the 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 date of sale; and Fourth, the balance, if any, to be turned over to the Mortgagor and the undersigned further agree that the Mortgagees, agents or assigns may bid at said sale and purchase the Property, if the highest bidder therefor, and the undersigned further agree to

pay a reasonable attorney's fee to the Mortgagees or assigns, for the foreclosure of this mortgage in court, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

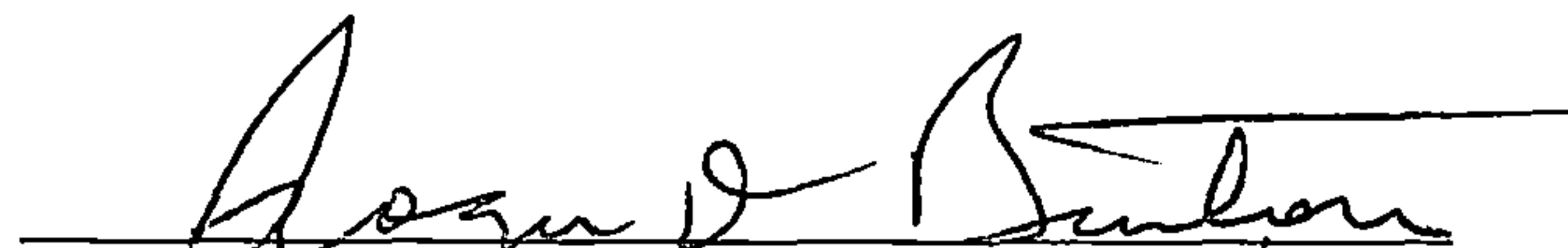
IN WITNESS WHEREOF, the undersigned, Timothy Goodpaster has hereunto set forth his signature and seal, this 24th day of March, 2021.


Timothy Goodpaster

STATE OF ALABAMA)
)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Timothy Goodpaster whose name is signed to the foregoing Mortgage and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily.

Given under my hand and official seal this the 24th day of March, 2021.


Notary Public Roger D. Burton

My Commission Expires 4/8/24



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