

AFFIDAVIT OF FACTS CONCERNING THE IDENTITY OF HEIRS

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

Before me, the undersigned authority, on this 19 day of March, 2021, appeared James E. Davis ("Affiant") who, being first duly sworn, upon his oath states:

1. My name is James E. Davis. I am a resident of Shelby County, Alabama, and am over the age of 19. I am personally familiar with the family and marital history of Margaret Elizabeth Allen a/k/a Margaret Allen ("Decedent"), and I have personal knowledge of the facts stated in this affidavit.

2. I knew Decedent from approximately 1971 until 2019. Decedent died on September 9, 2019. Decedent's place of death was at her residence, 764 Bear Creek Drive, Gulf Shores, Alabama 36542.

3. Decedent was married to Rufus Eugene Allen until his death on December 16, 2003. Decedent had no other marriages.

4. Decedent has the following children:

Name	Address	Date of Birth	Name of Other Parent
Gerald W. Oldham a/k/a Gerald Oldham	4800 Highway 11 Pelham, AL 35124	11/17/1947	Rufus Eugene Allen
Fonda L. Thomas a/k/a Fonda Thomas	764 Bear Creek Drive Gulf Shores, AL 36542	11/5/1960	Rufus Eugene Allen
Brenda S. Morris a/k/a Brenda Morris	389 Clubhouse Drive, Unit MM3 Gulf Shores, AL 36542	9/28/1956	Rufus Eugene Allen

5. Decedent did not have or adopt any other children and did not take any other children into decedent's home or raise any other children, except: None.

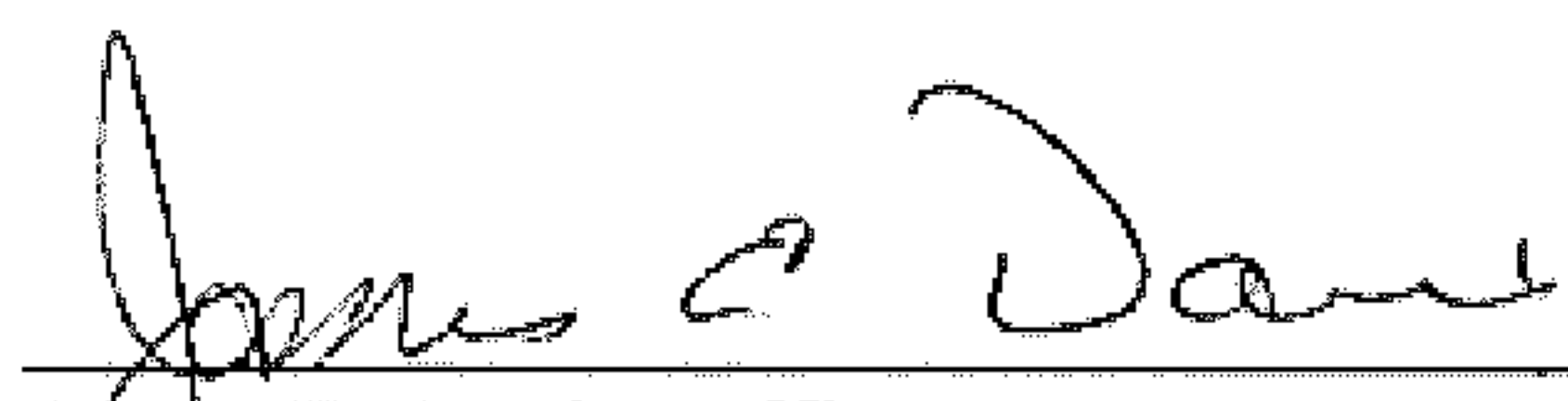
6. Decedent died leaving a written will leaving all of her property to her three (3) children, Gerald W. Oldham, Brenda S. Morris and Fonda L. Thomas. A true and correct copy of the Last Will and Testament of Margaret Elizabeth Allen is attached hereto as Exhibit A.

7. There has been no administration of Decedent's estate.

8. All debts against the Decedent's estate have been paid.

9. Decedent's three (3) children are still living and are of sound mind.

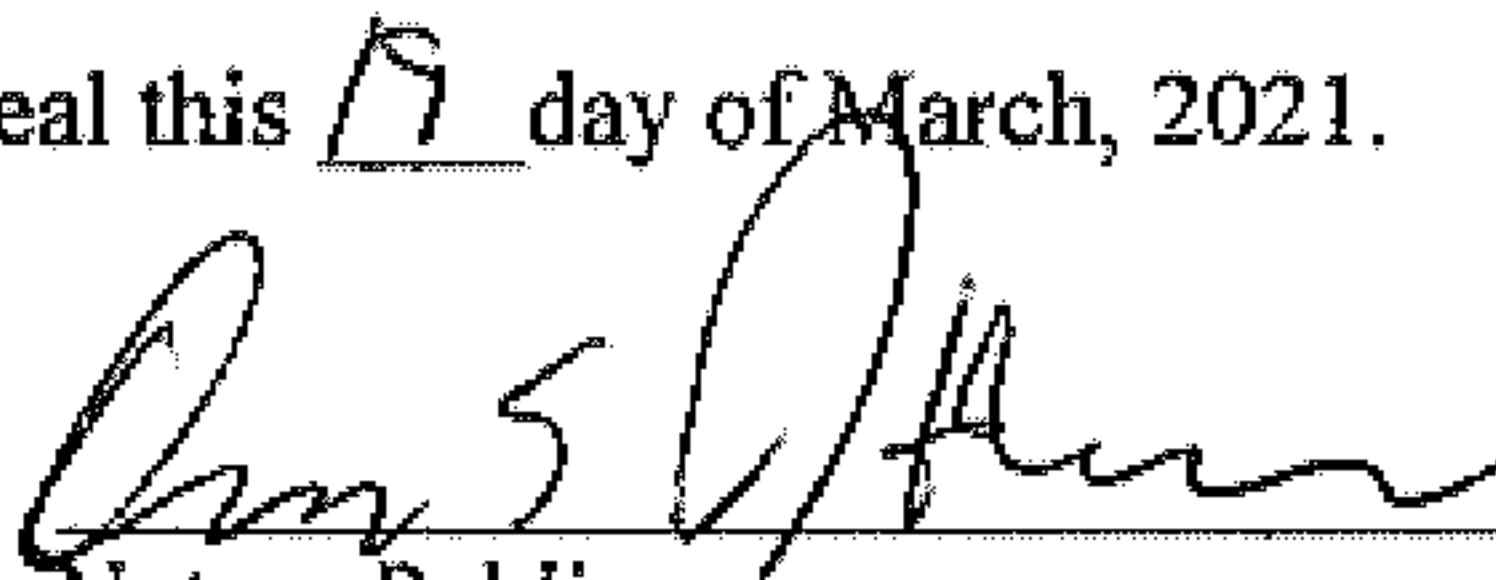
10. To the best of my knowledge Decedent owned an interest in the Real Estate Mortgage dated August 22, 2012, from Peavine Estates LLC ("Mortgage"). The Mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument No.: 20120906000336650. A true and correct copy of the Mortgage is attached hereto as Exhibit B.

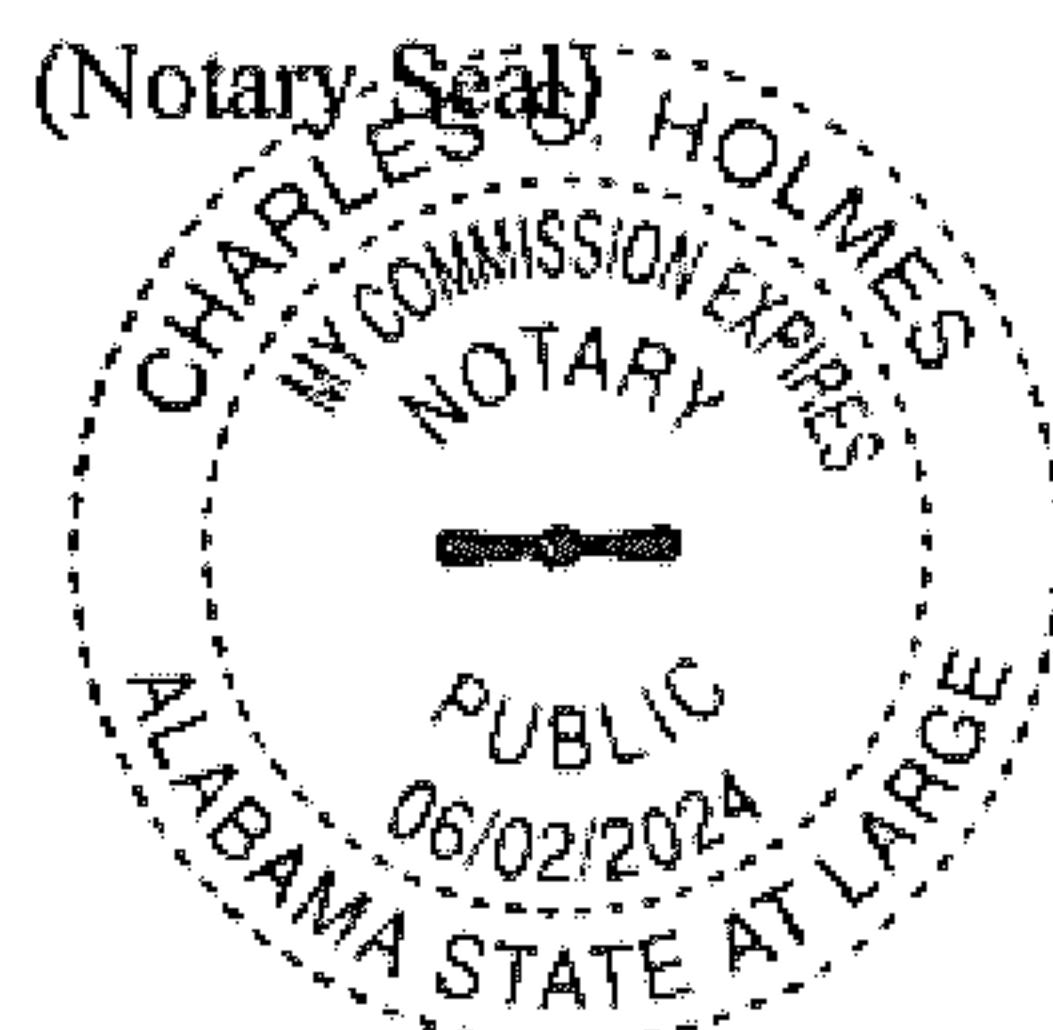

James E. Davis, Affiant

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

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

Given under my hand and Official seal this 19 day of March, 2021.


Notary Public



EXHIBIT

A

LAST WILL AND

TESTAMENT

OF

MARGARET ELIZABETH ALLEN

**STATE OF ALABAMA)
COUNTY OF SHELBY)**

I, MARGARET ELIZABETH ALLEN, a resident citizen of Shelby County, Alabama, being over the age of twenty-one (21) years, of sound mind and disposing memory, do hereby make, publish and declare this to be my Last Will and Testament, hereby revoking any and all Wills and Codicils heretofore made by me.

ITEM ONE

I hereby direct that all of my just debts and funeral expenses, the expenses of my last illness and the costs of administration of my estate be paid by my hereinafter named Executrix as soon after my death as may be practical.

ITEM TWO

I hereby will, devise, and bequeath all property which may be mine at the time of my death, of whatsoever kind and character and wheresoever situated, to my three (3) children, Gerald W. Oldham, Brenda S. Morris, and Fonda L. Thomas, to share and share alike, to be theirs absolutely, to have and to hold, in fee simple forever, if they are living at the time of my death. In the event that a child predeceases me I then bequeath that child's portion to their children. In the case of Fonda Thomas, in that she has no children her portion would be equally divided by Gerald W. Oldham and Brenda S. Morris.

ITEM THREE

I hereby specifically will, devise, and bequeath to Stephanie Gersan Heatherly one (1) square multi-diamond ring, to be hers absolutely, to have and to hold, in fee simple forever, if she is living at the time of my death.

ITEM FOUR

I hereby nominate and appoint my daughter, Fonda L. Thomas, to be the Executrix of this my Last Will and Testament and I hereby declare that she shall not be required to make or file any inventory, settlement, or report to any court for her

m.a.

actions, nor give bond for the performance of her duties hereunder as Executrix of this my Last Will and Testament. I hereby grant to and vest in my said Executrix full power and authority to continue the operation of any business activity in which I may be engaged at the time of my death, together with full power and authority to sell, at private sale, and to convey, lease, exchange, mortgage, pledge, or otherwise alienate any or all of the assets of my estate, on such terms as he deems to be proper without the order of any court, it being my purpose and intention to grant to my said Executrix or Alternate Executor/Executrix all the powers over my said property and estate that I am capable of granting to them as such Executrix and Alternate Executors(s), all without the order or approval of any court and without giving bond for the performance of their duties as such Executor or Executrix.

In the event that my daughter, Fonda L. Thomas, should not be living at the time of my death or if she for any reason fails to serve and qualify as Executrix, I hereby nominate and appoint Gerald W. Oldham, as Alternate Executor of this my Last Will and Testament, with all the powers, duties, and exemptions granted to and vested in my said daughter.

ITEM FIVE

In the event my children shall predecease me then said estate shall be disbursed to their children as provided by the Code of Alabama.

IN WITNESS WHEREOF, I, MARGARET ELIZABETH ALLEN, the Testatrix, sign my name to this instrument, consisting of this and one (1) preceding typewritten page, on this the 26 day of Aug, 2010, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this instrument as my Last Will and Testament and that I sign it willingly, that I execute it as my free and voluntary act for the purposes therein expressed, and that I am under no constraint or undue influence, and for purposes of identification, I have initialed each page in the presence of the persons witnessing it at my request.

Margaret Elizabeth Allen
MARGARET ELIZABETH ALLEN
Testatrix

We, Scott Dizon and Rebecca Dizon, the witnesses, sign our names to this

M.R.

instrument, consisting of this and two (2) preceding typewritten pages, and being first duly sworn, do hereby declare to the undersigned authority that the Testatrix signs and executes this instrument as her Last Will and Testament in our presence, that she signs it willingly and to the best of our knowledge the Testatrix is twenty-one (21) years of age or older, of sound mind and under no constraint or undue influence.

Scott Oyer

of 230 Bearden Road
Pelham, AL 35124

Tanya Hill

of 230 Bearden Road
Pelham, AL 35124

Rebecca J. Dyson

of 230 Bearden Road
Pelham, AL 35124

STATE OF ALABAMA)

COUNTY OF SHELBY)

Subscribed, sworn to and acknowledged before me by MARGARET ELIZABETH ALLEN, the Testatrix, and Scott Oyer, and Rebecca J. Dyson, the witnesses, on this the 26 day of July

John E. Medaris
Notary Public

4/24/2012

This instrument was prepared by:
John E. Medaris, Esq.
230 Bearden Road
Pelham, AL 35124
(205) 663-0905

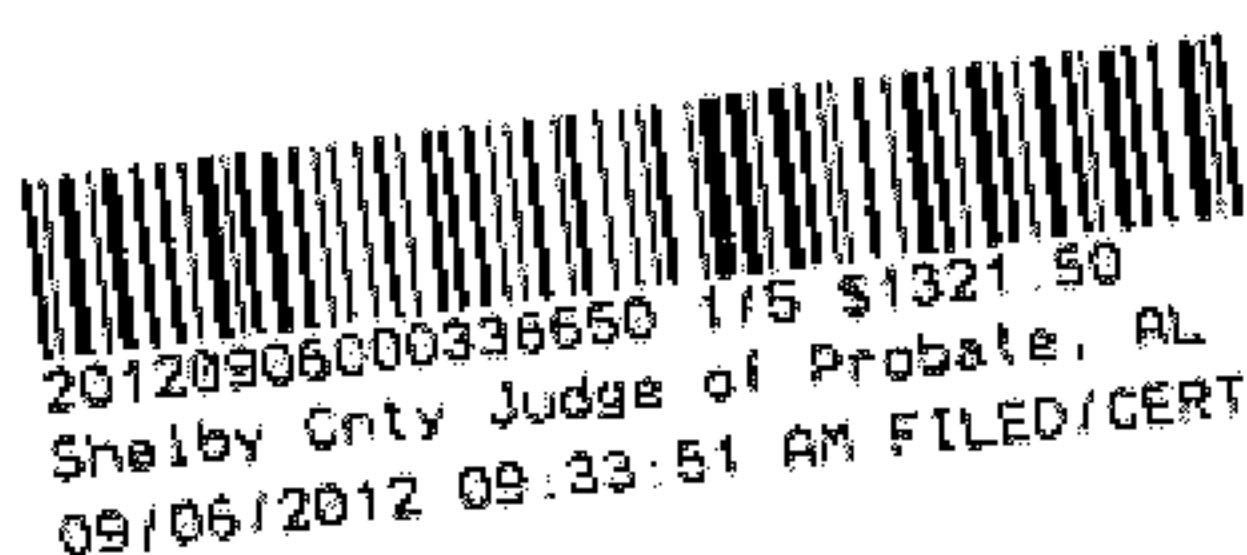
M. A.

EXHIBIT

B

THIS INSTRUMENT PREPARED BY:

Michael B. Odom
Haskell Slaughter Young & Rediker, LLC
2100 Park Place, Suite 1400
Birmingham, Alabama 35203



REAL ESTATE MORTGAGE

KNOW ALL PERSONS BY THESE PRESENTS:

(1) **PEAVINE ESTATES LLC** ("Mortgagor"), for valuable consideration, does hereby grant, bargain, sell, convey and deliver unto **Margaret Allen, Gerald Oldham, Brenda Morris, and Fonda Thomas** ("Mortgagee"), and unto his heirs, successors and assigns, the property described in the attached Exhibit "A" (the "Property").

This Mortgage also grants to Mortgagee the right to receive all income, rents, royalties, revenue, issues, profits, proceeds and other benefits ("Rents") of such property from time to time accruing, whether under leases or tenancies now existing or hereafter created. However, the foregoing sentence notwithstanding, Mortgagee grants to Mortgagor a license to collect, receive and retain the Rents, so long as Mortgagor is not in default hereunder.

(2) **TO HAVE AND TO HOLD** the same unto Mortgagee, its successors and assigns forever.

(3) And Mortgagor covenants with Mortgagee, its successors and assigns, that Mortgagor will forever warrant and defend the title to all the property against all lawful claims whatever.

(4) Provided, however, the foregoing conveyance is given as a Mortgage for the purpose of securing the following:

(a) The payment of a non-recourse Promissory Note ("Note"), of even date herewith, and all successive extensions and renewals of the indebtedness represented thereby, evidencing a principal indebtedness (which indebtedness represents all extensions and renewals thereof and which is hereinafter called the "Indebtedness") of Eight Hundred Sixty-Five Thousand & 00/100 Dollars (\$865,000.00), executed by Mortgagor payable to the order of Mortgagee, the Note bearing interest from date until maturity at the rate in the Note, such Note maturing on February 10, 2031 at which time the entire principal balance plus accrued interest shall be paid in full.



(b) Also, the repayment to the holder of the indebtedness secured hereby of all reimbursable expenses at any time accruing to such Mortgagee under the provisions of Paragraph (7) hereof.

(5) Upon the payment of all such sums, this Mortgage will become void and Mortgagee shall file a release of mortgage to be recorded at the expense of Mortgagor.

(6) If Mortgagee shall offer to sell and/or assign the Note and Mortgage to a third party, Mortgagee shall first offer the Note and Mortgage for sale to Mortgagor at the same price and upon the same terms as those proposed to any third party.

(7) This Mortgage secures a non-recourse obligation of Mortgagor under the Note and Mortgagor shall have no personal liability for the payment of the Indebtedness evidenced by the Note or the performance of the obligation set forth herein. Mortgagee's sole recourse for Mortgagor's default under the Note or this Mortgage shall be *in rem* against the Property.

(8) Mortgagor agrees:

(a) to pay, prior to delinquency, all taxes, special improvement assessments and other governmental charges against the Property, at any time levied or becoming due;

(b) to keep the improvements on the Property insured against loss or damage by fire, wind, lightning, tornado, or other hazards for the fair and reasonable insurable value thereof, and to maintain a policy of general liability insurance with policy limits of One Million Dollars (\$1,000,000.00) naming the Mortgagee as an additional insured. So long as the Mortgagor is not in default under the Note or Mortgage, any insurance proceeds payable as a result of any loss or damage to the Property caused by any casualty shall be paid to the Mortgagor.


(c) to prevent the Property from becoming encumbered by any lien or charge having priority over, or on a parity with, the lien of this Mortgage; and to comply with all statutes, ordinances and regulations relating to such property.

(9) Subject to Paragraph (11) below, Mortgagee may, at its option, declare the entire unmatured portion of all Indebtedness secured hereby, together with all interest accrued on the entire secured debt, to be immediately due and payable if default is made in the payment of any part of the Indebtedness secured hereby.

(10) If Mortgagee shall expend any sum or sums for the protection of any of the mortgaged property or the lien of this mortgage, the repayment of such sum or sums will constitute a part of the Indebtedness secured hereby. The expenditures thus made reimbursable

will include (without limiting the foregoing) taxes, special improvement assessments, insurance premiums and sums paid to discharge prior liens. The cost of any abstract or title work procured by Mortgagee to facilitate foreclosure will also constitute a part of the reimbursable expenses secured hereby.

(11) In the event of a default hereunder, Mortgagee shall be entitled to foreclose this Mortgage through applicable Alabama mortgage foreclosure laws. Notwithstanding anything herein to the contrary, in the event a default occurs under this Mortgage or the Note, Mortgagee shall provide Mortgagor written notice, executed by each Mortgagee, specifying the nature of such default and shall provide Mortgagor with ninety (90) days from receipt of such notice to cure any such default prior to Mortgagee's acceleration of the Indebtedness secured hereby and prior to Mortgagee exercising any of its rights contained herein. Mortgagee shall provide Mortgagor with written notice, executed by each Mortgagee, of its election to exercise any of its rights contained herein including, but not limited to, acceleration of the Indebtedness.

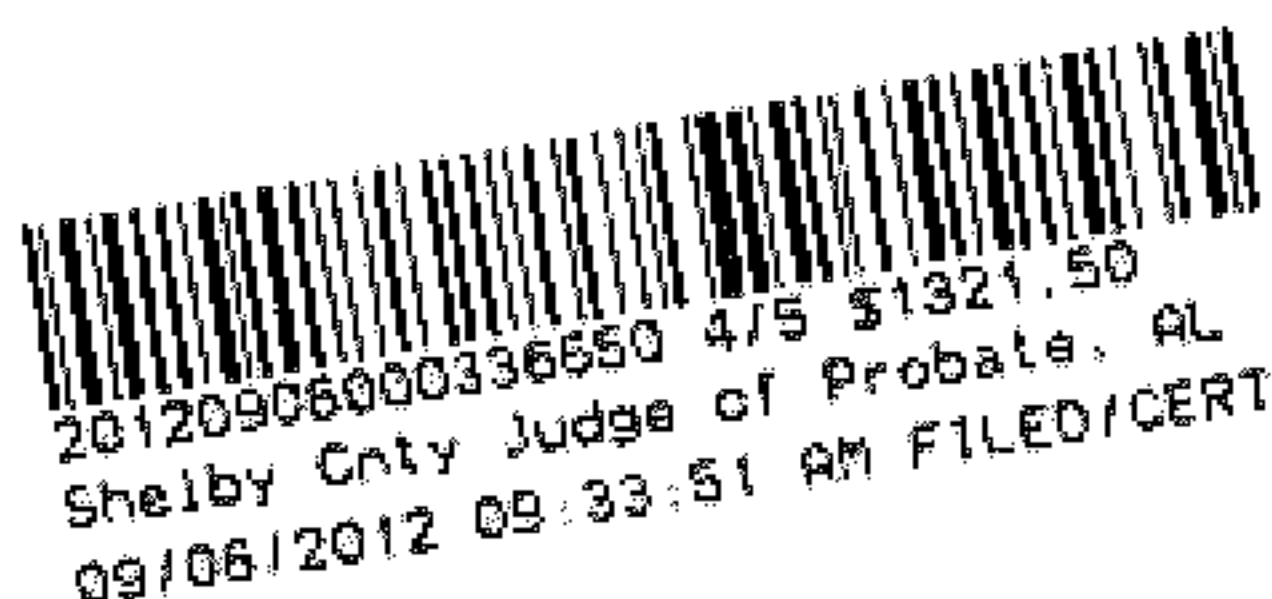

20120906000336650 3/5 \$1321.50
Shelby Cnty Judge of Probate, AL
09/06/2012 09:33:51 AM FILED/CERT

EXECUTED on this 22nd day of August, 2012.

MORTGAGOR:

PEAVINE ESTATES, LLC,
an Alabama limited liability company

By: Rebecca June, Manager
Rebecca June, Manager



ACKNOWLEDGMENT

STATE OF ALABAMA)
)ss
COUNTY OF SHELBY)

On this 22nd day of August, 2012, before me a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person Rebecca June, to me personally well known, who stated that she was the manager of **Peavine Estates LLC**, an Alabama limited liability company and was duly authorized in her capacity to execute the foregoing instrument for and in the name and behalf of said limited liability company, and further stated and acknowledged that she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22nd day of August, 2012.

Kelly B. Furgerson
NOTARY PUBLIC

My Commission Expires:
10-20-14
(SEAL)


KELLY B. FURGERSON
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
October 20, 2014

EXHIBIT "A"

DESCRIPTION OF REAL ESTATE

Lots 3, according to the Survey of Peavine Park, as recorded in Map Book 43, page 26, in the Probate Office of Shelby County, Alabama.

Together with rights of ingress/egress and public utilities as granted in easement recorded in Instrument 20120711000247350.


20120906000336550 5/5 \$1321.50
Shelby Only Judge of Probate, AL
09/06/2012 09:33:51 AM FILED/CERT



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Allen S. Bayel