

STATE OF ALABAMA)

SHELBY COUNTY)

20210727000361350
07/27/2021 08:46:21 AM
MORT 1/4

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THIS MORTGAGE, is made and entered into on this the 23rd day of July, 2021, by and between **Matthew Gray** and spouse **Kristen Gray** (hereinafter collectively referred to as the "Mortgagor") in favor of **Dan Goldberg** (hereinafter referred to as the "Mortgagee"), to secure the payment of Five Hundred Twenty-Four Thousand Dollars (\$524,000.00) as evidenced by Promissory Note of even date herewith (the "Note") and payable according to the terms of said Note.

NOW, THEREFORE, in consideration of the premises, the Mortgagor does hereby grant, bargain, sell mortgage and convey unto the Mortgagee the following described real estate located at 84 Storey Book Trail, Wilsonville, Alabama 35186, situated in Shelby County, Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with all and singular the rights, privileges, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining (hereinafter referred to as the "Premises").

Note: This Mortgage is a purchase money mortgage, executed concurrently with the deed into Mortgagor, and to be recorded simultaneously therewith.

TO HAVE AND TO HOLD FOREVER, unto the said Mortgagee, Mortgagee's successors and assigns.

The Premises are warranted free from all encumbrances and against adverse claims, except as stated herein.

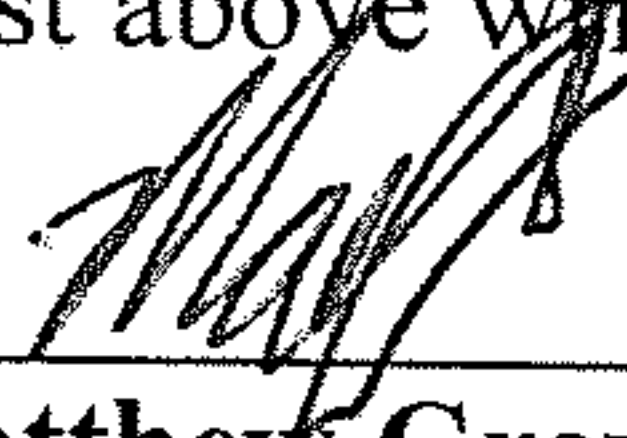
In the event the Mortgagor shall sell, encumber or otherwise transfer the Premises or any part thereof or any interest therein without the prior written consent of the Mortgagee, the Mortgagee shall be authorized to declare at Mortgagee's option all or any part of such indebtedness immediately due and payable.

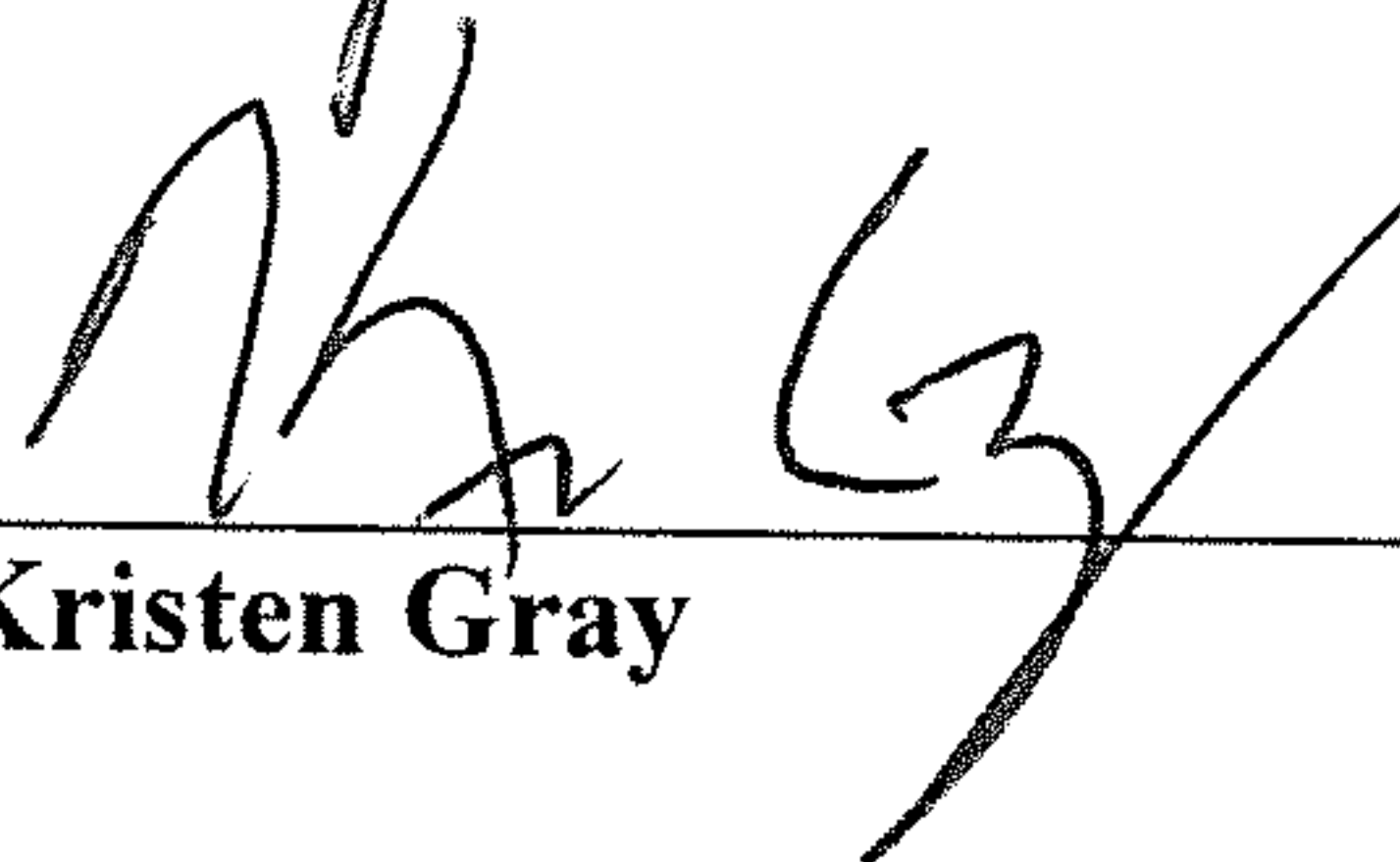
For the purpose of further securing the payment of the indebtedness, the Mortgagor agrees to pay all taxes or assessments when imposed legally upon the Premises, and

should default be made in the payment of same, the Mortgagee may at Mortgagee's sole option, pay off the same; and to further secure the indebtedness, Mortgagor agrees to keep the improvements on the Premises 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 Mortgagee as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if the undersigned fails to keep the Premises insured as above specified, or fails to deliver said insurance policies to Mortgagee, then Mortgagee, or Mortgagee's assigns, may at Mortgagee's sole option insure the Premises for said sum, for Mortgagee's own benefit, the policy if collected to be credited on the indebtedness, less cost of collecting same. All amounts so expended by Mortgagee for taxes, assessments or insurance, shall become a debt to Mortgagee or Mortgagee's assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest at the same interest rate as the indebtedness secured hereby from date of payment by Mortgagee or Mortgagee's assigns and be at once due and payable.

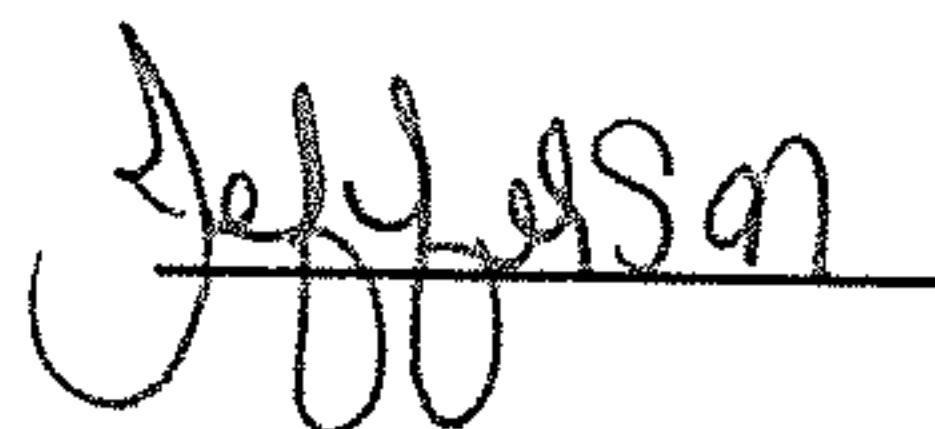
UPON CONDITION, HOWEVER, that if the Mortgagor pays the indebtedness, and reimburses Mortgagee or Mortgagee's assigns for any amounts Mortgagee may have expended, then this conveyance shall be null and void; but should default be made in the payment of any sum expended by the Mortgagee or Mortgagee's assigns, or should the indebtedness hereby secured, or any part thereof, or the interest thereon remain unpaid at maturity, or should the interest of Mortgagee or Mortgagee's assigns in the Premises 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 the indebtedness hereby secured, at the option of Mortgagee or Mortgagee's assigns, 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, Mortgagee's agents or assigns shall be authorized to take possession of the Premises hereby conveyed, and with or without first taking possession, after giving notice of the time, place and terms of sale, by publication once a week for three consecutive weeks, in some newspaper published in the county and state where the real estate is located, sell the same in lots or parcels or en masse as Mortgagee, Mortgagee's agents or assigns deem best, in front of the courthouse door of the county (or the division thereof), where the real estate is located, at public outcry, to the highest bidder for cash, and apply the proceeds of sale: First, to the expense of advertising, selling and conveying, including such attorney's fees as are allowed by law; 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 the other encumbrances, with interest thereon; Third, to the payment of the 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 Mortgagor or such other party who may have a legal right thereto. Mortgagor further agrees that Mortgagee, Mortgagee's agents or assigns may bid at said sale and purchase the Premises, if the highest bidder therefor. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

IN WITNESS WHEREOF, the undersigned Mortgagor(s) ~~has~~ (have) executed this Mortgage under seal on the day and year first above written.


_____(SEAL)
Matthew Gray

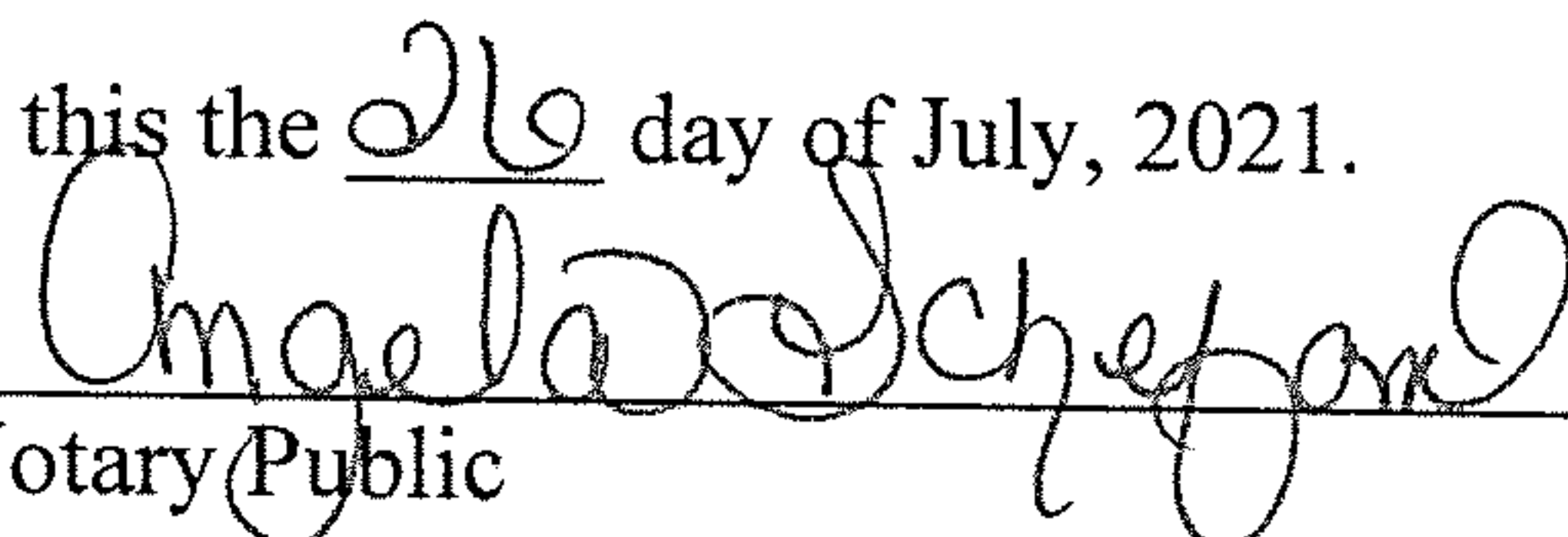

_____(SEAL)
Kristen Gray

STATE OF ALABAMA)

 **COUNTY)**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Matthew Gray** and **Kristen Gray**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bares date.

Given under my hand and official seal, this the 26 day of July, 2021.



Notary Public

My Commission Expires: 5-12-2025

This Instrument Prepared By:

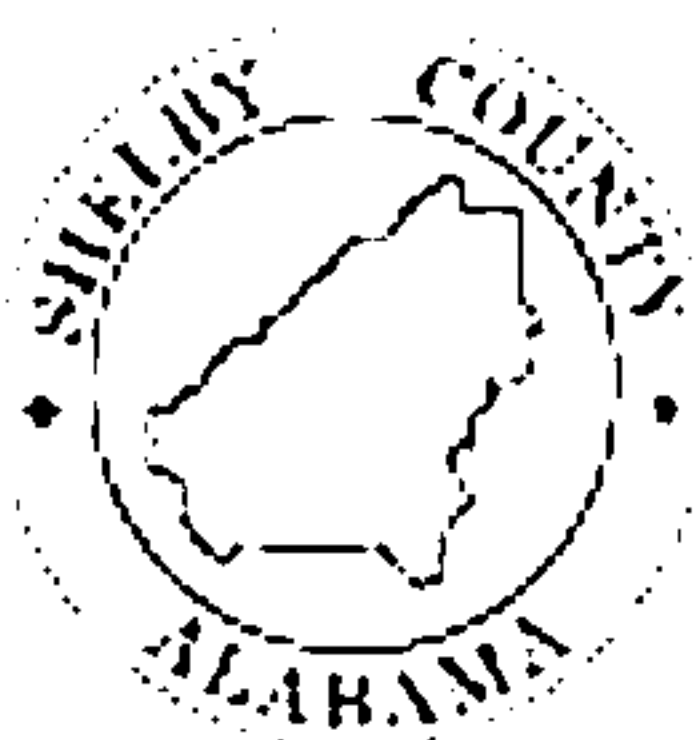
Maurice L. Shevin

Dentons Sirote, P C
2311 Highland Avenue, South, Suite 500
Birmingham, AL 35205

Exhibit "A"

COMMENCE AT THE NW CORNER OF THE NW 1/4 OF THE SE 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE N00°04'38"W A DISTANCE OF 87.80' TO THE POINT OF BEGINNING; THENCE CONTINUE N00°04'38"W A DISTANCE OF 316.12'; THENCE S89°19'40"E A DISTANCE OF 670.41'; THENCE S00°28'52"E A DISTANCE OF 308.82'; THENCE S81°32'34"E A DISTANCE OF 677.89'; THENCE S00°07'55"E A DISTANCE OF 689.01'; THENCE N89°29'48"W A DISTANCE OF 1458.08' TO THE EASTERLY R.O.W. LINE OF SHELBY COUNTY HIGHWAY 109; THENCE N18°15'38"W AND ALONG SAID R.O.W. LINE A DISTANCE OF 325.50'; THENCE N72°35'29"E AND LEAVING SAID R.O.W. LINE A DISTANCE OF 470.38'; THENCE N66°48'10"E A DISTANCE OF 92.86'; THENCE S88°10'07"E A DISTANCE OF 96.39'; THENCE N01°04'09"W A DISTANCE OF 117.42'; THENCE N17°07'28"E A DISTANCE OF 62.96'; THENCE N71°23'31"W A DISTANCE OF 132.40'; THENCE S57°35'59"W A DISTANCE OF 25.67'; THENCE N71°38'32"W A DISTANCE OF 250.60'; THENCE N80°04'19"W A DISTANCE OF 47.26' TO THE POINT OF BEGINNING.

THIS IS A PURCHASE MONEY MORTGAGE.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/27/2021 08:46:21 AM
\$817.00 CHERRY
20210727000361350

Allen S. Bayl