

This instrument prepared by:

Portrait Homes BHM, LLC  
PO Box 361405  
Hoover, AL 35236

## NOTE AND MORTGAGE

### STATE OF ALABAMA COUNTY OF SHELBY

This mortgage is made this the 5th of January 2022, between Joshua Graham and Emily Graham, hereinafter, the **BORROWERS**, and Portrait Homes BHM, LLC, hereinafter the **LENDER**.

This mortgage is filed and shall be a fixture filing in accordance with Section 7-9-402 (6) of the Code of Alabama.

Borrower is indebted to Lender in the principal amount of \$235,000.00 (Two Hundred Thirty-Five Thousand Dollars) or so much as from time to time be disbursed hereunder, as evidenced by a promissory date of even date executed herewith.

This mortgage secures a demand note. The principle and interest (5%) and other amounts due are payable on demand at the discretion of the Lender.

The parties desire to secure the principal amount with interest, renewals, extensions, and modifications and all other additional indebtedness by Borrower now existing or arising, whether joint or several, hereinafter, OTHER INDEBTEDNESS.

The Borrower in consideration for Lender making the loan and any other Additional Indebtedness and attorney's fees and costs has bargained and sold and hereby does grant bargain and sell and convey to the Lender ISAOA, the following described land, real estate, improvements of any kind, and personal property in possession or hereinafter acquired by Borrower.

***Lot 43 of the Villages of Westover according to Map Book 39, Pages 9A and 9B, in the Probate Office of Shelby County, Alabama along with all buildings, structures, and improvements of every nature on the land; All fixtures and personal property on the Land; All accounts, contract rights relating to the land. All easements, rights of way, sewer, water rights, licenses and any type of interest of value whatsoever is being mortgaged and secured.***

Borrower shall pay principal and interest on the loan and any Other Indebtedness and shall pay charges incurred by the lender relating the land of any kind whatsoever, including but not limited to, attorney's fees and costs. Lender shall have no further commitment to make advances or Other Indebtedness.

## **GENERAL**

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Borrower shall comply with all provisions of the note and other documents. All monies owed shall be paid to the Lender on time.

Borrower hereby warrants that he is lawfully seized in fee simple in the land and real property.

It is understood that this Mortgage is intended to and does secure not only the Loan, but also future advances, extensions, modifications, renewals and all Other Indebtedness.

## **TAXES, LIENS, INSURANCE**

Borrower shall pay promptly and show to Lender receipts for payment of taxes, assessments, utilities, or other charges of any kind whatsoever.

Borrower shall not allow any mechanic's lien or other lien of any type whatsoever.

Borrower shall maintain for the benefit of the Lender all appropriate insurance policies in such amounts as required by Lender. The policies must be acceptable to Lender. The Lender is hereby authorized to receive the proceeds from any insurance policies. Each insurance company is authorized to paid said proceeds to Lender.

## **CONDEMNATION**

If all or any part of the Mortgaged Property shall be damaged or taken thru any type of condemnation whatsoever, either temporarily or permanent, the entire indebtedness shall become due at the option of the Lender.

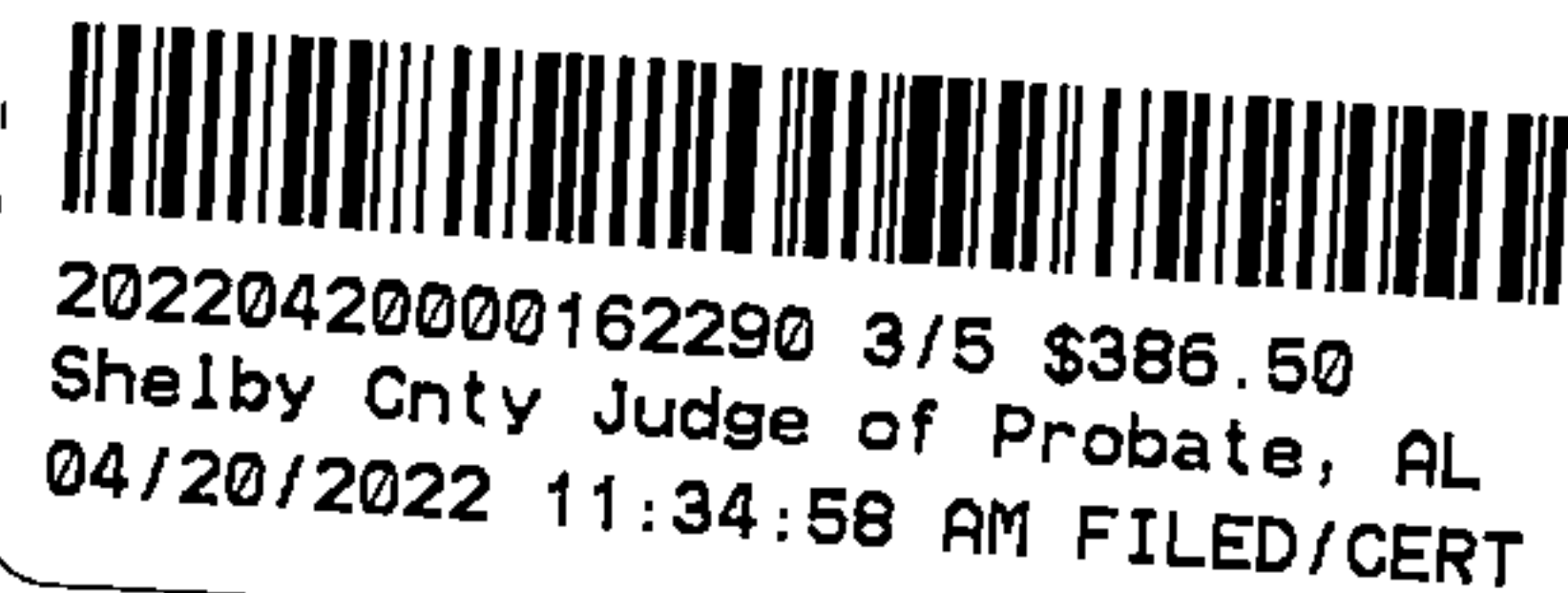
## **CARE OF THE PROPERTY**

Borrower shall preserve and maintain the property and shall not commit waste. The Lender is authorized to enter the property to inspect. If all or any part of the property is damaged by fire or other loss, Borrower shall promptly restore property to equal to its original condition, regardless of insurance proceeds.

## **AFTER ACQUIRED PROPERTY**

Borrower shall sign at the request of Lender, further mortgages or documents, necessary or desirable to Lender to continue or preserve Borrower's obligation. Lien rights hereunder automatically attach to all after acquired property in connection with the mortgaged property.





## **EXPENSES**

Borrower shall reimburse Lender for all reasonable attorney's fees, costs and expenses incurred by Lender in connection with the collection of any monies on the note or hereunder, or the enforcement of any rights or remedies provided in the mortgage or any loan documents.

## **LENDER MAY PAY MONIES BORROWER FAILS TO PAY**

If Borrower shall default in the payment of any tax, lien or charge of any type whatsoever levied against the Mortgaged Property, Lender, may, at its option, perform or pay the same. Borrower agrees to immediately repay Lender these amounts together with interest at a rate of 2% above the mortgage note rate.

## **BOOKS AND RECORDS**

Borrower shall keep and maintain full, true and accurate records to accurately reflect operations involving the Mortgage Property. Lender shall have the right to inspect them at any time.

## **ALIENATION OR SALE OF MORTGAGE PROPERTY**

Borrower shall not sale, assign, mortgage, encumber, grant a security interest or otherwise convey any of the mortgaged property. If Borrower does do the above, the entire balance of the indebtedness, including the Loan and Other Indebtedness shall become due and payable.

## **ENVIRONMENTAL**

No hazardous materials, have been, are or will be, while property is mortgaged hereunder shall be contained, treated, stored handled, generated, located on, discharged from or disposed on the Mortgaged Property. Borrower shall promptly comply with present and future laws regarding the environment.

Borrower agrees to hold harmless and indemnify Lender from all loss, cost, damage, claim and expense incurred by Lender on account of Borrower's failure to comply with any environmental law or rule whatsoever. This shall survive the closing.

## **ASSIGNMENT OF RENTS AND LEASES**

Borrower, in consideration for the loan, does hereby sell, assign, transfer unto Lender, all leases of any kind whatsoever, and all rents and profits due, or may become due.

## **DEFAULT AND REMEDIES**

Default exists if Borrower fails to pay any amounts due under this mortgage or herein referenced note; and/or Borrower fails to comply with any conditions or covenants of the mortgage or note and the default continues for ten days or more; and/or Borrower files a voluntary petition



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in bankruptcy or adjudicated insolvent, or petition for reorganization or dissolution or any relief whatsoever of creditors; and/or the filing or enforcement of any mortgage or lien on the mortgaged property.

## **ACCELERATION**

In the Event of Default, then the entire balance of the indebtedness and any monies whatsoever owed to Lender become due and payable without notice or demand, time being of the essence.

## **RIGHT OF LENDER TO ENTER AND TAKE POSSESSION**

If an Event of Default occurs and continues, Borrower shall surrender to the Lender actual possession of the mortgaged property. Upon entering or taking possession, the Lender, as attorney in fact of Borrower, or in its own name may hold, store, use, operate, manage and control the Mortgaged Property and conduct any business thereof whatsoever.

## **RECEIVER**

If the Event of Default shall occur and continue, the Lender is entitled to the appointment of a Receiver to take possession, operate the mortgaged property and to collect any monies whatsoever. Borrower is responsible and shall pay to Lender any and all Receiver's fees or costs associated therewith.

## **POWER OF SALE**

If an Event of Default shall occurred, Lender may sell the Mortgaged Property to the highest bidder at public auction in front of the courthouse door in the County where the property sits, after having first given notice of the time and place and terms of sale, together with a description of the property being sold, by publication once a week for three consecutive weeks in a newspaper published in said county. Upon payment of money owed, Lender is authorized to execute to Purchaser a foreclosure deed. Lender may bid at said sale and purchase the property if Lender is highest bidder. Property may be sold in any manner as Lender may Elect.

## **APPLICATION OF FORECLOSURE SALE PROCEEDS**

The proceeds of the foreclosure sale shall first be applied to costs and expenses of re-taking the property and the foreclosure sale, including reasonable attorney's fees, then, to repayment of money with interest as specified in the Note, including taxes, insurance, charges, then, to repayment of the Indebtedness of the loan and Other Indebtedness at the interest rate specified in the Note.

## **WAIVER OF EXEMPTION**

Borrower waives al rights of exemption pertaining to real or personal property as to any indebtedness.



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## DELAY OR OMISSION NO WAIVER

No delay or omission of the Lender to exercise any right or remedy accruing upon any default shall be construed to be a waiver of any default. No waiver of any default shall extend to other Events of Default.

## SECURITY AGREEMENT

Borrower or Debtor for purposes of the Uniform Commercial Code, in consideration of Lender or Secured Party's making of the loan to secure all monies owed hereunder including the Loan, All Other Indebtedness and reasonable attorney's fees and costs does hereby grant to Lender title to and a security interest in such portions of the Mortgaged Property that is governed by the Uniform Commercial Code.

Parties have signed this Mortgage on 5th day of December 2022.

Joshua Graham  
Joshua Graham, Borrower

Portrait Homes BHM, LLC  
Portrait Homes BHM, LLC, Lender

Emily Graham  
Emily Graham, Borrower

## STATE OF ALABAMA) SHELBY COUNTY)

I, a Notary Public in and for said County, in said State, hereby certify that Robert L. Snider, with full authority whose name is 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, they, executed the same voluntarily as act of said company.

Given under my hand and official seal this the 5 day of January 2022.

Robert L. Snider  
Notary Public:  
My Commission Expires: April 18, 2023