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MORT 1/4

STATE OF ALABAMA)
: PURCHASE MONEY MORTGAGE
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: that, whereas, 2DN, LLC, an Alabama limited liability company (Mortgagor), is justly indebted to Traweek Dickson (Mortgagee), in the sum of ONE MILLION THREE HUNDRED THIRTY-TWO THOUSAND THREE HUNDRED EIGHTY-THREE AND FORTY HUNDREDS DOLLARS ($1,332,383.40), evidenced by a promissory note of even date herewith and payable according to the terms of said note; and

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, said Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagees the following described real estate, situated in Shelby County, Alabama:

> Lot 2, according to the Survey of Southpark, being a resurvey of Lot 1 of Sunlink Subdivision, as recorded in Map Book 20, Page 100, in the Probate Office of Shelby County, Alabama

The indebtedness secured by this Mortgage may be paid by Mortgagor, its successors or assigns, at any time, in whole or in part, without penalty of fee.

This is a Purchase Money Mortgage given to secure the purchase price of the property.

To HAVE AND TO HOLD the above property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, Mortgagor agrees to keep the improvements on said real estate 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 said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee upon demand; and if Mortgagor fails to keep said property insured as above specified, or fails to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance shall be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secure, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said 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 said Mortgagee, 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 Mortgagee, agents or assigns deem best, in front of the Courthouse of said county where said 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 day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and Mortgagor further agrees that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the judicial foreclosure of this mortgage, should the same be so foreclosed, said fee to be part of the debt hereby secured.

[end of document – signatures page follows]

IN WITNESS WHEREOF, the Mortgagor herein has executed this instrument on the 11 day of May, 2022.

2DN, LLC, an Alabama limited liability company

By: ______________________
Traweek Dickson, Jr.
Its: Member

STATE OF ALABAMA)
:
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Traweek Dickson, Jr., whose name is signed to the foregoing instrument as Member of 2DN, LLC, an Alabama limited liability company, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he, as such authorized member and with such authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal, this the 11 day of March, 2022.

THOMAS CLAIBORNE WILLIAMS
Notary Public
Alabama State at Large

____
Notary Public
My Commission Expires: 11/3/2024

This instrument was prepared by:
Martin W. Evans, Esq.
Evans & Evans Lawyers, LLC
2001 Park Place North, Suite 540
Birmingham, AL 35203

Exhibit A

Lot 2, according to the Survey of Southpark, being a resurvey of Lot 1 of Sunlink Subdivision, as recorded in Map Book 20, Page 100, in the Probate Office of Shelby County, Alabama.

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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