

**STATE OF ALABAMA**

**SHELBY COUNTY**

**MORTGAGE**

**KNOW ALL MEN BY THESE PRESENTS:** That, **TYLER RAY BOLTON and KATHLEEN WAUDBY BOLTON**, husband and wife (hereinafter called "Mortgagor"), is justly indebted to **DAVID F. MAYS AND ELLEN L. MAYS** (hereinafter called "Mortgagee") in the sum of **TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00)** evidenced by a promissory note of even date, and

**WHEREAS**, Mortgagor agrees 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 Mortgagee the following described real estate, situated in Shelby County, Alabama, to-wit:

**Parcel I**

Lot 9, according to the Amended Map of Spring Gate Sector One, recorded in Map Book 18, Page 31, in the Probate Office of Shelby County, Alabama.

**Parcel II**

Commence at the NE corner of Lot 9 Spring Gate Sector 1, as re-recorded in Map Book 18, Page 31 in the Office of the Judge of Probate, Shelby County, Alabama, said point being the Point of Beginning; thence S 38 deg 00' 45" W and along the East line of said Lot 9 a distance of 110.57'; thence S 19 deg 58'38" E a distance of 69.56'; thence N 70 deg 06'41" E a distance of 116.57' to a point on the centerline of Buck Creek thence N 27 deg 15'43" W and along said centerline a distance of 28.45'; thence N 21 deg 23'12" E and along said centerline a distance of 61.69'; thence N 57 deg 14'33" E and along said centerline a distance of 39.08' thence N 66 deg 20'56" E and leaving said centerline a distance of 99.39' thence S 81 deg 09'12" W a distance of 201.04' to the Point of Beginning. Situated in Shelby County, Alabama.

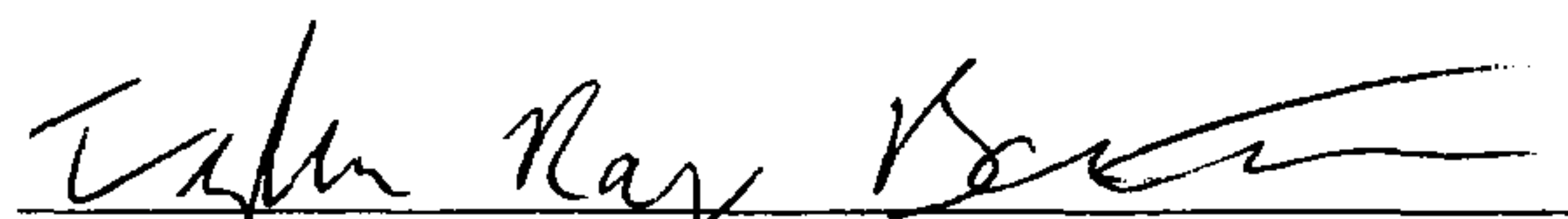
**This mortgage is second and subservient to that certain mortgage dated December 16, 2019 and recorded on December 18, 2019 in instrument number 20191218000467820 in the Probate Office of Shelby County, Alabama.**

**TO HAVE AND TO HOLD** the above granted 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 the Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightening and tornado for the fair and reasonable insurable value thereof, but in any event not less than the original mortgage amount, 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; and if undersigned fail to keep said property insured as above specified, or fail 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 amount Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should any of the following conditions occur: (a) a default in the terms and condition of the real estate mortgage note secured by this conveyance, (b) any default be made in the payment of the indebtedness or any sum expended by the said Mortgagee or assigns, or should indebtedness hereby secured, or any part thereof, or the interest thereon remain unpaid at maturity, or (c) should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance 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 shall 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 door of said County, (or the division thereof) 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 attorneys 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 undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefore; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

**IN WITNESS WHEREOF**, the parties constituting Mortgagor has hereto set their hand and seal hereto effective as of the date first above.

  
Tyler Ray Bolton

  
Kathleen Waudby Bolton

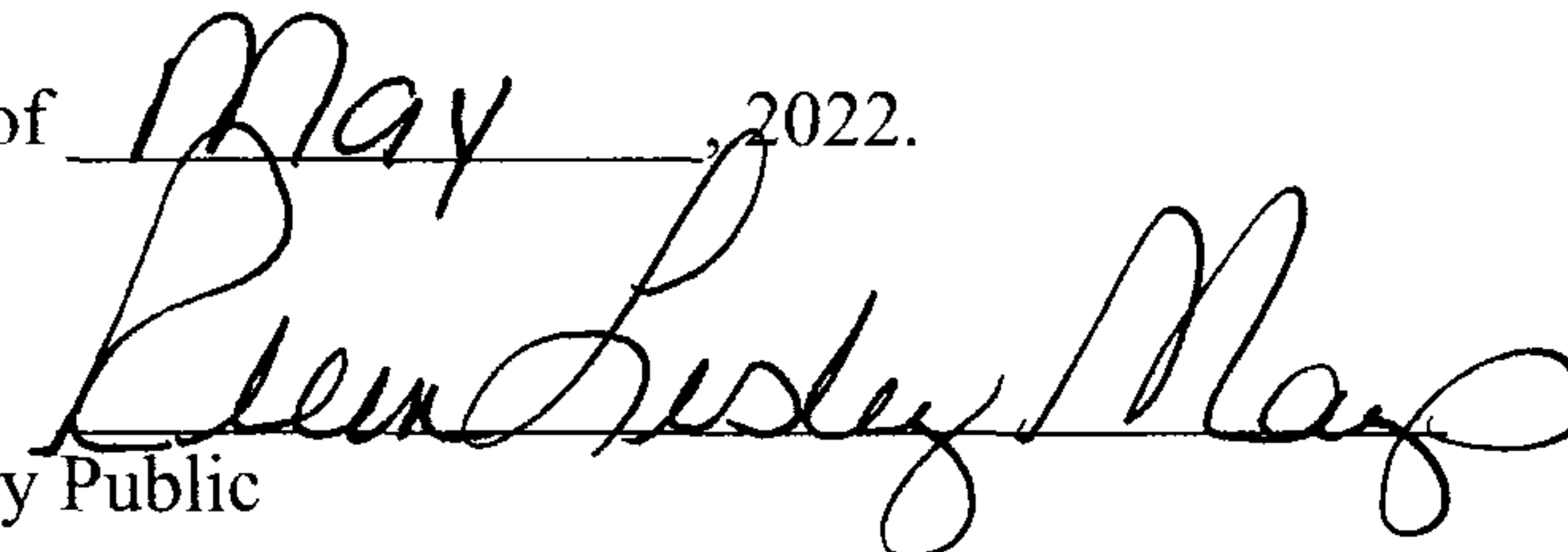
**STATE OF ALABAMA**

**COUNTY OF** SHELBY

**ACKNOWLEDGMENT**

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that **Tyler Ray Bolton and wife, Kathleen Waudby Bolton**, whose names are 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 on the day the same bears date.

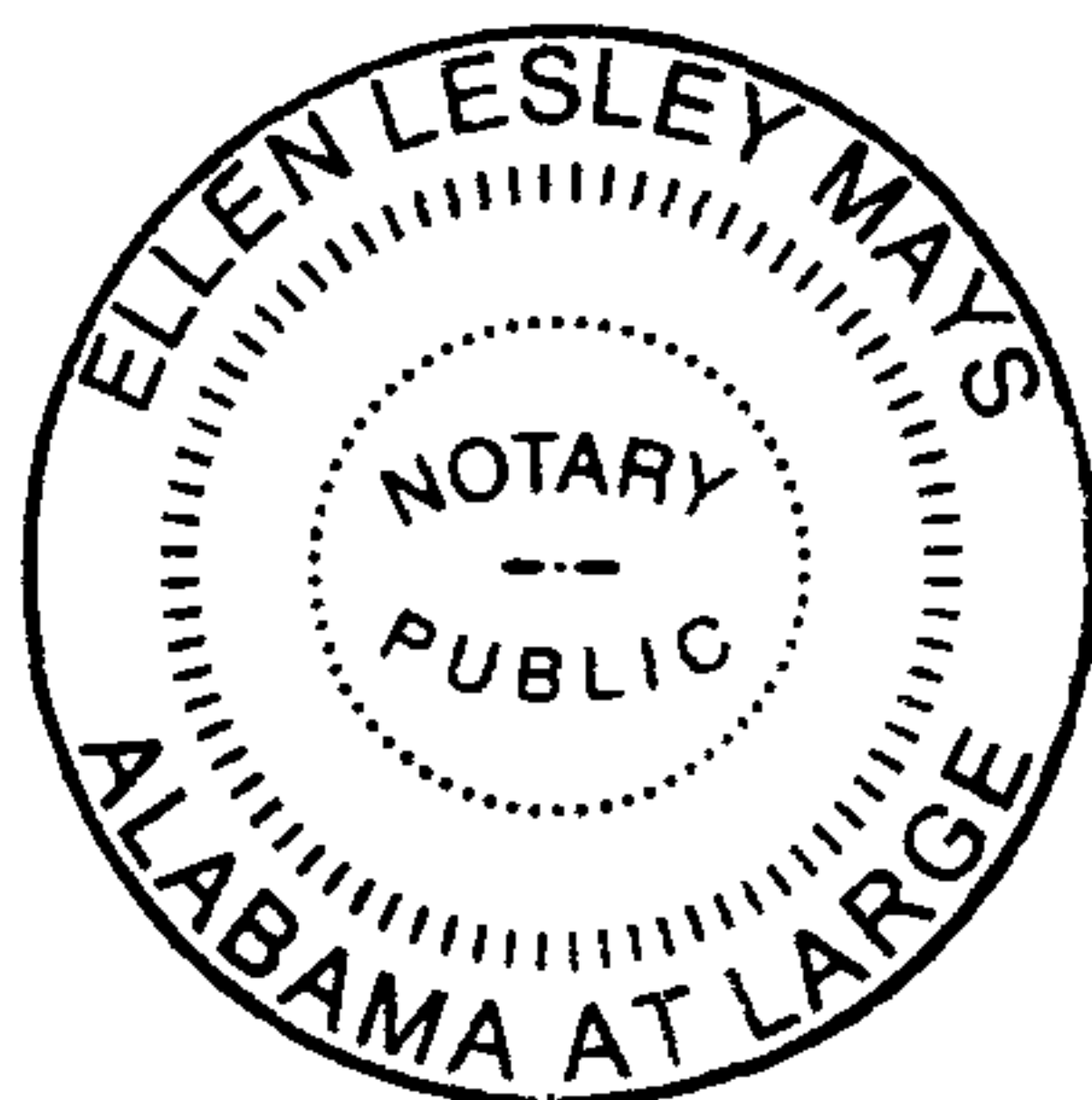
Given under my hand this the 30<sup>th</sup> day of May, 2022.

  
Notary Public

My Commission Expires: 1-11-2025

This Instrument was prepared by:

R. SHAN PADEN  
PADEN & PADEN, P. C.  
1826 THIRD AVENUE NORTH  
SUITE 200



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BESSEMER, ALABAMA 35020



**Filed and Recorded**  
**Official Public Records**  
**Judge of Probate, Shelby County Alabama, County**  
**Clerk**  
**Shelby County, AL**  
**06/02/2022 02:40:13 PM**  
**\$46.00 JOANN**  
**20220602000222660**

*Allie S. Bayl*