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Shelby Cnty Judge of Probate, AL  
06/27/2022 03:04:18 PM FILED/CERT

STATE OF ALABAMA

)

COUNTY OF SHELBY

)

This instrument prepared by:  
Amy Davis Adams, Esq.  
Balch & Bingham, LLP  
1901 Sixth Avenue North, Suite 1500  
Birmingham, Alabama 35203  
(205) 226-8794

## MORTGAGE

Know all men by these presents, that whereas, the undersigned **ROBERT A. HOLMES, II** and **JENNIFER HOLMES**, hereinafter collectively referred to as the Mortgagor, are justly indebted to **FRANCES JO ANN DENNEY** and **ANDREW D. RICE** as co-Trustees of the **FRANCES JO ANN DENNEY REVOCABLE TRUST** dated May 10, 2007, hereinafter referred to as the Mortgagee, in the sum of Three Hundred Thousand Dollars (\$300,000.00), or so much as may be advanced under that certain Promissory Note (the "Note") dated June 14, 2022 delivered by Mortgagor to Mortgagee contemporaneously herewith, whichever is less.

And whereas, the said Mortgagee is desirous of securing the prompt payment of the Note at maturity, the said Mortgagor, bargained and sold and does hereby grant, bargain, sell and convey unto the said Mortgagee the following described property situated in Shelby County, Alabama, to wit:

Lot 8 according to the Survey of Lake Cameron as recorded in Map Book 19, Page 82, in the Probate Office of Shelby County, Alabama.

To have and to hold the above granted premises unto the said Mortgagee, their successors and assigns, forever; and for the purpose of further securing the payment of the Note, the Mortgagor hereby 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 their option, pay off the same; and to further secure the Note, Mortgagor agrees to keep said property insured for at least an amount satisfactory to Mortgagee, loss if any, payable to said Mortgagee, and if Mortgagor fails to keep said property insured as above specified, then the said Mortgagee may, at their option, insure said property for said sum for their own benefit, the policy, if collected, to be credited against the principal and interest due under the Note, less cost of collecting same; all amounts so expended by said Mortgagee shall become a debt additional to the indebtedness hereby specifically secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee and be payable at the maturity of the Note, or the foreclosure of this Mortgage.

Upon condition, however, that if said Mortgagor pay the Note in full and reimburse said Mortgagee for any amounts they may have expended as taxes and insurance and interest thereon, then this conveyance is to be null and void. But should default be made in the payment of any sum expended by the said Mortgagee, or should an event of default occur with respect to Mortgagor's obligations under the Note or this Mortgage, or should the Note or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or their assigns or successors in said property 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 said indebtedness 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





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the said Mortgagee, their successors or assigns, shall be authorized to take possession of the premises hereby conveyed, and after giving notice, by publication once a week for three successive weeks, of the time, place, and terms of sale in some newspaper published at Shelby County, Alabama, to sell the same in front of the Courthouse door of said County, at public outcry to the highest bidder, for cash, and apply the proceeds of said 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 may be necessary to expend, in paying insurance, taxes, or other encumbrances, with interest thereon; third, to the payment of the Note 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 date of sale; and, fourth, the balance, if any, to be turned over to the said Mortgagor. In case of sale, Mortgagee, their successors or assigns, may bid at said sale and purchase said property, if the highest bidder therefore; and Mortgagor further agrees to pay a reasonable attorney's fee if necessary for the collection of said indebtedness or to recover said property, or for the foreclosure of this Mortgage, should the same be so foreclosed; said fee to be a part of the debt hereby secured. Any irregularity in giving the notice or in making the sale is hereby waived. In the event of a sale, deed to said property may be made to the purchaser by the auctioneer or the person making the sale in his or her name, or may be made by the Mortgagee, their successors or assigns, in accordance with the existing laws and statutes of the State of Alabama in such cases made and provided.

The undersigned have executed this Mortgage to be effective as of the date first written above.

MORTGAGOR:

ROBERT A. HOLMES, II

JENNIFER HOLMES

STATE OF Alabama )

Jefferson COUNTY )

I, Debra H Boyer a Notary Public in and for said County and State, hereby certify that ROBERT A. HOLMES, II and JENNIFER HOLMES, whose names are signed to the foregoing Mortgage and who are known to me, acknowledged before me on this day that, being informed of the contents of the Mortgage, they executed the same voluntarily, on the day the same bears date.

Given under my hand and seal, this 14<sup>th</sup> day of June, 2022.

Notary Public

My Commission Expires: 4/24/25

