

MORTGAGE

STATE OF ALABAMA
COUNTY OF SHELBY

Know All Men by These Presents: That Whereas **KELLIE M. MERWIN AND STEPHEN CLARKE MERWIN, WIFE AND HUSBAND** (hereinafter called "Mortgagors", whether one or more), have justly become indebted to **MAX GRAHAM AND JUDY GRAHAM** (hereinafter called "Mortgagees") in the sum of **THREE HUNDRED NINETEEN THOUSAND FIVE HUNDRED AND NO/100 (\$319,500.00)** evidenced by a promissory note of even date herewith payable in **359** equal installments of **ONE THOUSAND FIVE HUNDRED SIX AND 98/100 (\$1506.98)** commencing on the 1ST day of **OCTOBER, 2022** and to continue on the same day of each month thereafter. One (1) installment of outstanding principal and interest due on or before **SEPTEMBER 1, 2052**, if not sooner paid.

And Whereas, Mortgagors 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 mortgagors, **KELLIE M. MERWIN AND STEPHEN CLARKE MERWIN, WIFE AND HUSBAND** and all others executing this mortgage, does hereby grant, bargain, sell and convey unto **MAX GRAHAM AND JUDY GRAHAM**, (hereinafter called "Mortgagees") the following described real estate, situated in **SHELBY County, State of Alabama**, to-wit:

LOT 12, BLOCK 2, ACCORDING TO THE SURVEY OF INDIAN WOOD FOREST, THIRD SECTOR, AS RECORDED IN MAP BOOK 7, PAGE 104, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.
THE MORTGAGE MAY BE PREPAID AT ANY TIME WITHOUT PENALTY.

PAYMENTS ARE TO BE MADE TO: **9171 EPHEBUS CHURCH ROAD
VILLA RICA, GA 30180**

Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

To Have and to Hold the above granted property unto the said Mortgagees, 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 Mortgagees may at 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, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagees, with loss, if any, payable to said Mortgagees, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagees; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagees, then the said Mortgagees, 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 Mortgagees for taxes, assessments or insurance, shall become a debt to said Mortgagees 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 Mortgagees, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagors pays said indebtedness, and the interest thereon and reimburses said Mortgagees or assigns for any amounts

Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance be null and void; but should default be made in the payment of any sum expended by the said Mortgagees or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagees or assigns 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 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 Mortgagees, 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 Mortgagees, agents of assigns deem best, in front of the Court House 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 to 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 Mortgagors and undersigned further agree that said Mortgagees, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefore; and the undersigned further agree to pay a reasonable attorney's fee to said Mortgagees or assigns, for the foreclosure of this mortgage in chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

If all or any part of the Property or any interest in it is sold, transferred or encumbered (or if a beneficial interest in Borrower is sold, transferred or encumbered and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

In Witness Whereof the undersigned KELLIE M. MERWIN AND STEPHEN CLARKE MERWIN, has hereunto set their signature(s) and seal this 22ND day of AUGUST, 2022.

Kellie M. Merwin
KELLIE M. MERWIN

Stephen Clarke Merwin
STEPHEN CLARKE MERWIN

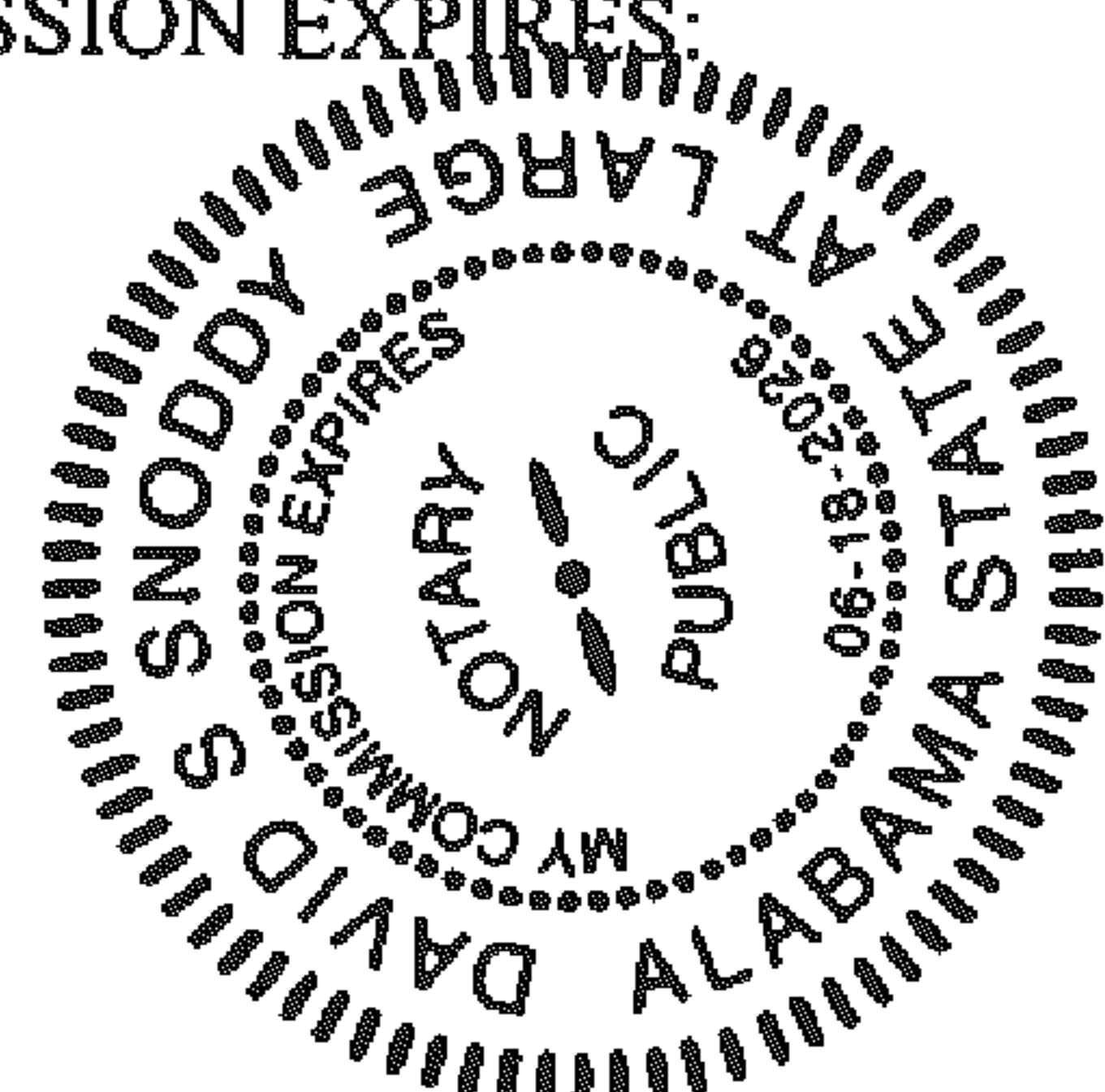
STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said State at large, hereby certify that KELLIE M. MERWIN AND STEPHEN CLARKE MERWIN, whose name(s) is/are signed to the foregoing mortgage, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of this mortgage, he/she/they have executed the same voluntarily on the day the same bears date.

Given under my hand this 22ND day of AUGUST, 2022

[Signature]
NOTARY PUBLIC
COMMISSION EXPIRES:

THIS INSTRUMENT PREPARED BY:
DAVID S. SNODDY
THE SNODDY LAW FIRM, LLC
2105 DEVEREUX CIRCLE, SUITE 101
BIRMINGHAM, AL 35243



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