

This instrument prepared without benefit of title examination by:  
Kenneth D. Davis  
700 Towncenter Blvd., Suite 4  
Tuscaloosa, Alabama 35406

STATE OF ALABAMA

COUNTY OF SHELBY

**MORTGAGE**

THIS IS A PURCHASE MONEY MORTGAGE.

THIS PURCHASE MONEY MORTGAGE (hereinafter "Mortgage") is made on this 1<sup>st</sup> day of December, 2022 between **Jason A. Hale**, an unmarried man (hereinafter referred to as "Mortgagor"), and **Lisa D. Tucker** (hereinafter referred to as "Mortgagee"). The Mortgagor has executed and delivered to the Mortgagee a Promissory Note (hereinafter "Note"), bearing the same date as this Mortgage, in which the Mortgagor promises to pay to the Mortgagee the principal sum of **Two Hundred Thirty Thousand and 00/100 Dollars (\$230,000.00)** in lawful money of the United States, with interest on the principal sum at the rate and times, in the manner, and according to the terms and conditions specified in the Note. The terms of the Note are incorporated into this Mortgage by reference.

NOW, THEREFORE, in consideration of the indebtedness, as security for payment to the Mortgagee of the principal with interest, as well as all other sums provided for in the Note and in this Mortgage, any extensions or renewal thereof, or future advances in accordance with their respective terms and conditions, the Mortgagor grants, bargains, conveys, and mortgages to the Mortgagee that certain property located in Shelby County, Alabama described as follows:

Lot 76, according to the Survey of Brookhollow, First Sector, as recorded in  
Map Book 17, Page 103, in the Probate office of Shelby County, Alabama

Lisa D. Tucker is also known as Lisa D. Tucker Hale.

together with any and all tenements, hereditaments, and appurtenances belonging or in any way pertaining thereto (hereinafter "the Mortgaged Property"). Also, together with any and all awards made to the present and subsequent owners of the Mortgaged Property by any governmental or other lawful authorities for taking or damaging by eminent domain all or any part of the Mortgaged Property or any easement in the property, including any awards for changes in the grades of streets.

TO HAVE AND TO HOLD unto the Mortgagee forever, PROVIDED ALWAYS, and this Mortgage is executed on the express condition that, if the Mortgagor pays to the Mortgagee the principal sum of the Note, the interest, and all other sums that are secured by this Mortgage and that are payable by the Mortgagor to the Mortgagee, in accordance with the provisions of the Note and this Mortgage, at the times and in the manner specified, and if the Mortgagor performs and complies with all the agreements, conditions, covenants, provisions, and stipulations contained in this Mortgage and in the Note, then this Mortgage and the estate granted by it shall cease and become void.

**ARTICLE 1  
COVENANTS**

THE MORTGAGOR COVENANTS and agrees with the Mortgagee that until the indebtedness secured by this Mortgage is fully repaid:

1.01. The Mortgagor has good marketable fee simple title to the Mortgaged Property, free and clear of all liens, encumbrances, charges, and all other conditions, except covenants, rights-of -way and restrictions of record in the Probate Office of Shelby County, Alabama.

1.02. The Mortgagor shall pay to the Mortgagee, in accordance with the terms of the Note and this Mortgage, the principal, interest, and other sums, and shall perform and comply



with all the agreements, conditions, covenants, provisions, and stipulations of the Note and this Mortgage.

1.03. The Mortgagor shall abstain from and shall not permit the commission of waste in or about the Mortgaged Property and shall keep the Mortgaged Property continuously insured against loss or damage by fire, with extended coverage, and against such other hazards as the Mortgagee may reasonably require.

1.04. The Mortgagor shall pay, when due and payable and before interest or penalties accrue, all taxes, assessments, water and sewer rents, and other charges or claims that may be assessed, levied or filed at any time against the Mortgagor against all or any part of the Mortgaged Property, or against the interest of the Mortgagee in the Mortgaged Property; or that, by any present or future law, may have priority over the indebtedness secured by this Mortgage either in lien or in distribution out of the proceeds of any judicial sale.

1.05. The Mortgagor shall comply with all laws, ordinances, regulations, and orders of federal, state, municipal, and other governmental authorities that relate to the Mortgaged Property.

1.06 Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Mortgagee requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Mortgagee requires. What insurance coverages Mortgagee requires can change during the term of the Loan. The insurance carrier providing the insurance may be chosen by Mortgagor. All insurance policies required by Mortgagee and renewals of such policies are subject to Mortgagee's approval. The insurance policy shall name Mortgagee as mortgagee and/or as an additional loss payee. Mortgagee shall have the right to hold the policies and renewal certificates. If Mortgagor fails to maintain any of the coverage described above, Mortgagee may obtain insurance coverage, at their option and at Mortgagor's expense. Mortgagee is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Mortgagee, but might or might not protect Mortgagor, Mortgagor's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Any amounts disbursed by Mortgagee under this Section 1.06 shall become additional debt of Mortgagor secured by this Mortgage. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Mortgagee to Mortgagor requesting payment.

In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor. Unless Mortgagee and Mortgagor otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Mortgagee, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Mortgagee's security is not lessened. During such repair and restoration period, Mortgagee shall have the right to hold such insurance proceeds until Mortgagee has had an opportunity to inspect such Property to ensure the work has been completed to Mortgagee's satisfaction, provided that such inspection shall be undertaken promptly. Mortgagee may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Mortgagee shall not be required to pay Mortgagor any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Mortgagor shall not be paid out of the insurance proceeds and shall be the sole obligation of Mortgagor. If the restoration or repair is not economically feasible or Mortgagee's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with the excess, if any, paid to Mortgagor.

## ARTICLE II DEFAULT AND REMEDIES

2.01. Any one or more of the following shall constitute an "Event of Default":



(1) The failure of the Mortgagor to pay an installment of principal or interest, or any other sum, within the time provided in the Note.

(2) The Mortgagor's nonperformance of or noncompliance with any of the other agreements, conditions, covenants, provisions, or stipulations contained in the Note, or in this Mortgage, within thirty (30) days after notice from the Lender. If said nonperformance or noncompliance cannot reasonably be cured within the thirty (30) day period, it shall not be an Event of Default if the Mortgagor commences to cure such nonperformance or noncompliance within the thirty (30) day period and thereafter diligently pursues performance or compliance to completion.

(3) The entry of a decree or order for relief by a court that has jurisdiction over the Mortgagor in an involuntary case under the federal bankruptcy laws or any other applicable federal or state bankruptcy, insolvency, or other similar law.

(4) The commencement by the Mortgagor of a voluntary case under the federal bankruptcy laws or any other applicable federal or state bankruptcy, insolvency, or other similar law; the consent by the Mortgagor to the appointment of, or the taking of possession by, a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official for any substantial part of the Mortgagor's property; or the making by the Mortgagor of any assignment for the benefit of creditors; or the failure of the Mortgagor generally to pay his debts as they become due.

(5) The death of the Mortgagor; or

(6) The failure of Mortgagor to comply with any terms of the Mortgage.

2.02. Upon the happening of any one or more of said events, at the option of the Mortgagee, the unpaid balance of the debt shall at once become due and payable and this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due Mortgages; and the Mortgagee shall be authorized to take possession of the Mortgaged Property and, after giving at least twenty-one (21) days' notice of time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Mortgaged Property is located, to sell the Mortgaged Property in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows: first, to the expense of advertising, selling and conveying the Mortgaged Property and foreclosing this Mortgage, including a reasonable attorneys' fee; second, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, liens or other encumbrances, with interest thereon; third, to the payment in full of the balance of the debt 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 paid to the party or parties appearing of record to be the owner of the Mortgaged Property at the time of sale, after deducting the cost of ascertaining who is such owner. The Mortgagor agrees that the Mortgagee may bid at any sale had under the terms of this Mortgage and may purchase the Mortgaged Property if the highest bidder therefor. At the foreclosure sale the Mortgage Property may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner the Mortgagee may elect. The Mortgagor agrees to pay all costs, including reasonable attorneys' fees, incurred by the Mortgagee in collecting or securing or attempting to collect or secure the debt, or any part thereof, or in defending or attempting to defend the priority of this Mortgage against any lien or encumbrance on the Mortgaged Property, unless this Mortgage is herein expressly made subject to any such lien or encumbrance; and/or all costs incurred in the foreclosure of this Mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the debt and shall be secured by this Mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, the Mortgagee, or the owner of the debt and Mortgage, or auctioneer, shall execute to the purchaser, for and in the name of the Mortgagor, a statutory warranty deed to the Mortgaged Property. The Mortgagor agrees to pay all costs and expenses associated with the release or satisfaction of this Mortgage.

Mortgagee may pursue any other remedies available at law or in equity.

ARTICLE III  
ADDITIONAL PROVISIONS

3.01. This Mortgage cannot be changed or amended except by agreement in writing signed by the party against whom enforcement of the change is sought. This Mortgage shall be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

3.02. Notwithstanding any other provision of this mortgage or the Note, the entire amount due on same shall become immediately due and payable, at the option of the Mortgagee, upon the conveyance by the Mortgagor of the property described in Exhibit A, or any part thereof or interest therein.

3.03. This Mortgage secures future advances as well as any renewals or extensions of the Note.

This Mortgage is given, executed, and delivered on the day first written above.

  
Jason A. Hale

STATE OF ALABAMA

TUSCALOOSA COUNTY

**ACKNOWLEDGMENT**

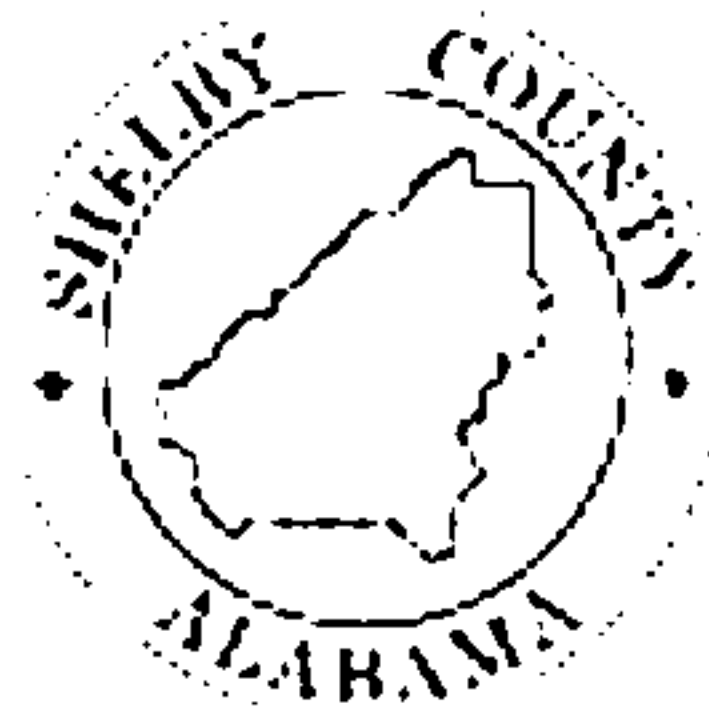
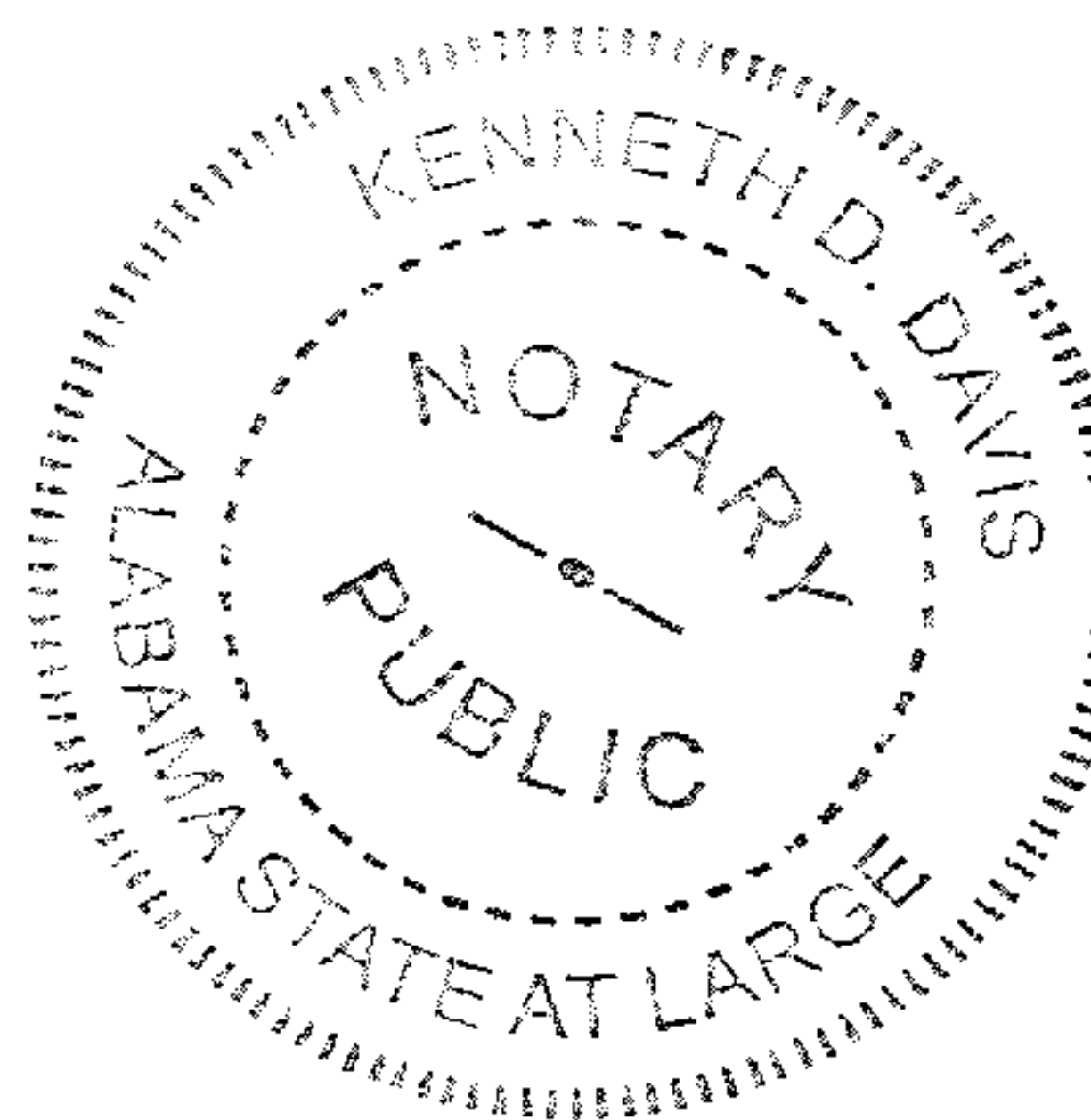
I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, hereby certify that Jason A. Hale, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1 day of December, 2022.

My commission expires:

3/19/23

  
Notary Public



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
12/05/2022 10:23:34 AM  
\$376.00 PAYGE  
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