

This Instrument was Prepared by:
Michael T. Atchison, Attorney at Law, Inc.
P.O. Box 822, Columbiana, AL 35051

MORTGAGE

State of Alabama
County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Paul Wayne Horton and Remona Glass Horton husband and wife, hereinafter called "Mortgagors",
whether one or more are justly indebted to

Jeffrey H. Whitlock and Marilyn W. Whitlock
(hereinafter called "Mortgagee", whether one or more),

in the sum of \$187,000.00 evidenced by a real estate note of even date.

And whereas, Mortgagors agreed, in incurring said indebtedness, which this mortgage should be
given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Paul Wayne Horton and Remona Glass Horton

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the
following described real estate, situated in Shelby County, State of Alabama, to wit:

SEE EXHIBIT "A" ATTACHED HERETO

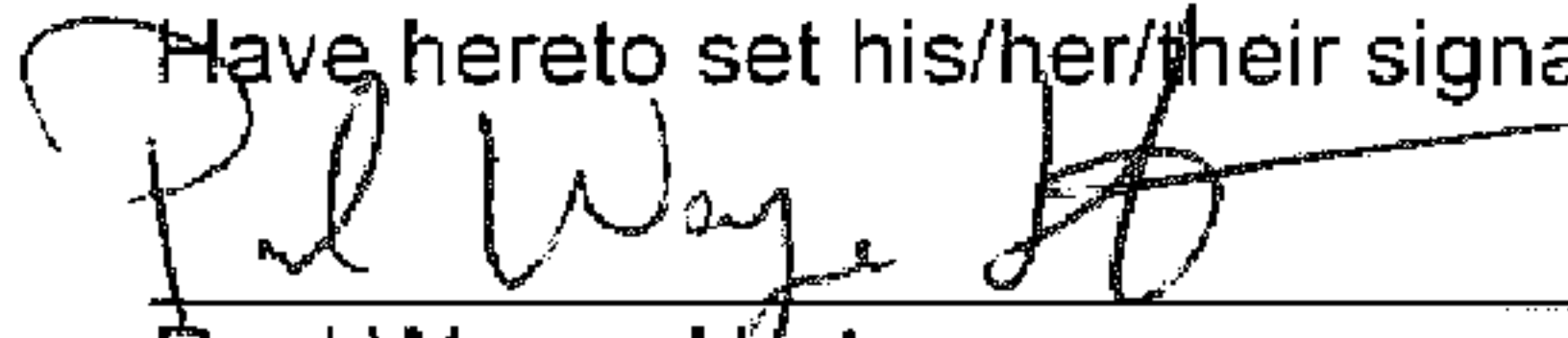
Said property is warranted free from all incumbrances and against any adverse claims, except as stated
above.

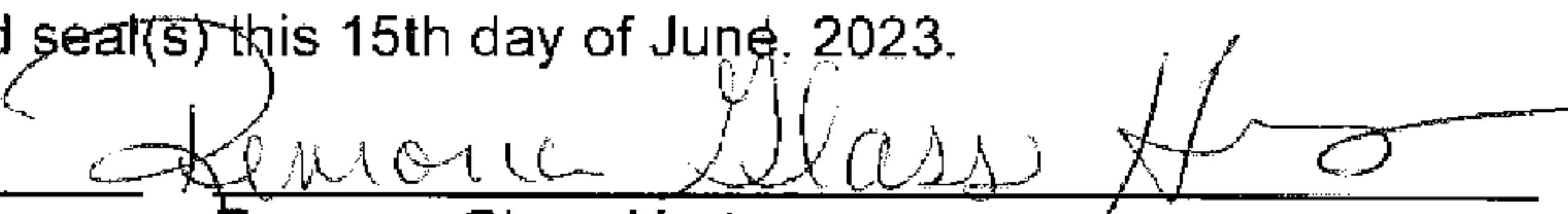
To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors,
heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the
undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and
should default be made in the payment of same, the said Mortgagee may at 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 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 amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to 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 secured, 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 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 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 Court House 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 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 incumbrances, 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 therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee 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.

IN WITNESS WHEREOF the undersigned Paul Wayne Horton and Remona Glass Horton

Have hereto set his/her/their signature(s) and seal(s) this 15th day of June, 2023.


Paul Wayne Horton


Remona Glass Horton

State of Alabama
County of Shelby

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Paul Wayne Horton and Remona Glass Horton whose name(s) is/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 he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 15th day of June, 2023.

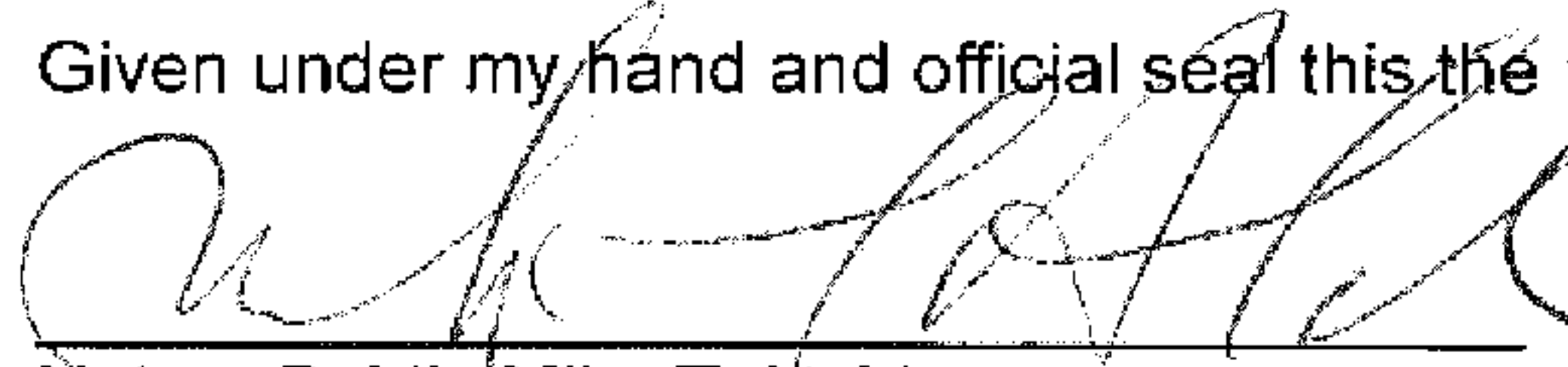
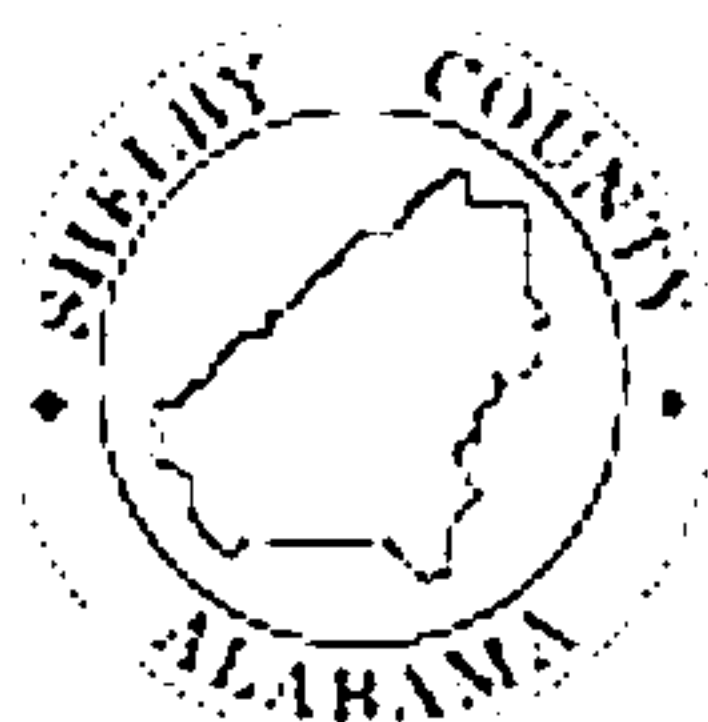

Notary Public Mike T. Atchison
My Commission Expires: September 01, 2024



EXHIBIT "A"
LEGAL DESCRIPTION

Commence at the SW corner of NW 1/4, Section 7, Township 22 South, Range 1 East; thence North 2 degrees 06 minutes West (MB) for a distance of 1251.70 feet to the point of beginning of the parcel of land herein described; thence continue North 2 degrees 06 minutes West (MB), being along the Huntsville Meridian for a distance of 70.06 feet to an iron pin (found in place and marked S.I.C); thence continue along said Huntsville Meridian for a distance of 203.91 feet to a point, being 24 feet off centerline of a rural county road having no recorded R.O.W. (Beaver Cr. Cemetery Rd.); thence turn an angle of 109 degrees 02 minutes 00 seconds to the right and proceed South 73 degrees 04 minutes 00 seconds East (MB) for a distance of 203.00 feet, being a chord passing within 11 feet of the centerline of said rural road to a point being 22 feet off centerline of said rural road; thence turn an angle of 69 degrees 24 minutes to the right and proceed South 3 degrees 40 minutes 00 seconds East (MB) for a distance of 206.25 feet to a point; thence turn an angle of 91 degrees 09 minutes to the right and proceed South 87 degrees 29 minutes 00 seconds West (MB) for a distance of 197.58 feet to the point of beginning.

Said property is lying in the W 1/2 of W 1/2 of NW 1/4, Section 7, Township 22 South, Range 1 East, Shelby County, Alabama



File No.: MV-22-28829

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/19/2023 09:54:45 AM
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Allen S. Bayl