

STATE OF ALABAMA  
SHELBY COUNTY

**MORTGAGE**

**KNOW ALL MEN BY THESE PRESENTS:** That, Whereas, **CHRISTIAN PATEL and wife, PAYTON PATEL**, (hereinafter called "Mortgagor", whether one or more;) is justly indebted to **ROHITBHAI PATEL TESTAMENTARY TRUST** (hereinafter called "Mortgagee", whether one or more,), in the sum of Six Hundred Seventy Thousand, Three Hundred Nineteen and 54/100 Dollars (\$670,319.54) evidenced by a mortgage note of even date herewith.

**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 Mortgagor 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, Alabama, to wit:

**ADDRESS:** 5429 WOODFORD DRIVE, BIRMINGHAM, AL 35242

**LOT 29, IN BLOCK 8, ACCORDING TO THE AMENDED SURVEY OF WOODFORD, AS RECORDED IN MAP BOOK 8, PAGE 51, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA**

**TOGETHER** with all the rights, privileges, easements, improvements, tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and all fixtures and personal property (except household furniture not specifically mentioned) now or hereafter attached to or used in any way in connection with the use or occupancy of the above described real estate and improvements thereon, including, but not being limited to, all screens, awnings, window shades, carpets, inlaid floor covering, shrubbery, stoves, ranges, refrigerators, all heating, cooling, lighting, incinerating and plumbing equipment of whatsoever kind or nature, all of which Mortgagors expressly agree shall be construed to be fixtures and a part of the realty. (All of the above described property, including said land, being sometimes hereinafter referred to as the "Property").

**TO HAVE AND TO HOLD** the Property unto Mortgagee, and Mortgagee's successors, heirs and assigns, forever. And Mortgagors covenant that they are lawfully seized in fee simple and possessed of the Property and have a good right to convey same; that the Property is free and clear of all encumbrances, except as stated above, and they will warrant and forever defend the title thereto against the lawful claims of all persons whosoever.

**ONE.** Mortgagors covenant and agree, as follows:

- (a) To keep the Property in good condition and repair, reasonable wear and tear excepted; nor to permit not perform any act which would in any way impair the value of the Property; not to remove any fixture nor remove or demolish any building or improvement located on the above described land without the written consent of Mortgagee; and neither to commit nor permit waste to be committed on the Property; and to permit Mortgagee, or its agents, to inspect the Property, including the interior of any buildings, at all reasonable times.
- (b) To pay and discharge, as the same become due, all taxes and assessments that may accrue, be levied or assessed against the Property, or any part thereof or upon Mortgagee's interest therein, or upon this Mortgage, or the indebtedness or evidence of indebtedness secured hereby (except income taxes of Mortgagee), without regard to any law heretofore or hereafter enacted imposing payment of the whole or any part thereof upon the Mortgagee; that upon the passage of any law imposing the payment of the whole or any part thereof upon the Mortgagee, or upon the rendering by an Appellate Court of the State of Alabama or of the United States of a decision that the undertaking by Mortgagors to pay such taxes is legally inoperative, then, in any such event, the indebtedness hereby secured without deduction, shall, at the option of Mortgagee, become immediately due and payable, notwithstanding anything contained in this Mortgage or any law heretofore or hereafter enacted.
- (c) To pay all debts, claims and other charges that may become liens against the Property or any part thereof for repairs or improvements that have been or may hereafter be made on same; and not to permit any lien or encumbrance of any kind, which might become superior to the title of Mortgagee or the lien of this Mortgage, to accrue or remain on the Property or any part thereof.
- (d) To pay on demand to Mortgagee, all expenses incurred or paid by Mortgagee, including attorney's fees, in compromising, adjusting or defending against lien claims or encumbrances sought to be fixed upon the Property or any part thereof which might become superior to the title of Mortgagee or the lien of this Mortgage, whether such claims or encumbrances be valid or not.
- (e) To keep all buildings and improvements now or hereafter located on the above described land and fixtures insured against fire, earthquakes, and such other hazards as Mortgagee may from time to time require, in such companies, in such amounts (which shall not be more than the insurable value but in no case less than the amount

originally secured by this Mortgage), with such loss payable clauses as shall be satisfactory to Mortgagee and to deposit with Mortgagee all such policies; that in case of loss under said policies or any of them, the Mortgagee is authorized and empowered to collect, adjust or compromise all claims under said policies and, after deducting all costs of collection, including a reasonable attorney's fee, to apply the balance, at Mortgagee's option, either on the indebtedness secured hereby or in restoring or rebuilding that part of the Property destroyed or damaged.

- (f) If Mortgagors fail to keep said Property insured, as above provided, or pay said taxes, assessments, debts, claims charges or expenses, Mortgagee, at Mortgagee's option, may insure the Property, and pay or contract to pay, the cost thereof and pay or contract to pay said taxes, assessments, debts, claims, charges and expenses or any of them, and any and all amounts so paid by Mortgagee or for which Mortgagee may have become obligated to pay, shall constitute a debt to Mortgagee additional to the debt hereinabove mentioned, shall bear interest at the highest rate permitted by law, shall be secured hereby, shall be due and payable by Mortgagors to Mortgagee on demand, and may be recovered by suit.
- (g) To pay reasonable attorney's fees and expenses paid or incurred by the Mortgagee; for the collection of anything Mortgagors have agreed to pay under the terms of this Mortgage or the notes evidencing the indebtedness secured hereby; for foreclosing this Mortgage; for presenting claims under any administration or other proceedings when claim may legally be filed by Mortgagee for any indebtedness secured hereby; and for the cost of continuation of the abstract when in the judgment of Mortgagee such abstract of title should be continued.
- (h) That their right to claim real or personal property as exempt as to any indebtedness secured by or that may be secured by the terms of this Mortgage is waived to the full extent that same may legally be waived.
- (i) That in the event of foreclosure of this Mortgage said policies of insurance shall become the absolute property of the purchaser at the foreclosure sale without any liability whatsoever for the same to Mortgagors.
- (j) After foreclosure of this Mortgage, Mortgagors and all holding under them shall become and be conclusively presumed to be tenants at will of the purchaser at the foreclosure sale.
- (k) Not to assign or transfer any existing lease or hereafter made lease on the Property or any part thereof, and not to collect rental under any lease more than one month in advance without the written consent of Mortgagee.
- (l) If at any time Mortgagee requires, to deposit with Mortgagee on each date a payment is due under the terms of the note or notes secured hereby, or any renewal thereof, a sum, in addition to the payments required by said note or notes or any renewal thereof, equal to the annual taxes next falling due and the amount of the premium on each policy of hazard insurance required by Mortgagee (all as estimated by Mortgagee) less all sums already deposited therefor, divided by the number of months to elapse, in case

of taxes to the due date thereof, and in case of insurance premiums to the expiration date thereof, or the due date of any renewal premium; that all sums so deposited shall be held in trust by Mortgagee, without interest, to pay said taxes and to renew or pay the renewal premiums on said policies; however, no duty or obligation is placed upon or assumed by Mortgagee to renew said policies but such duty and obligation is expressly placed on Mortgagors, the only duty placed on Mortgagee is to pay the renewal premium on said policies and pay said taxes, if Mortgagee has on deposit a sufficient sum so to do, when Mortgagors furnish to Mortgagee statements with respect thereto; and Mortgagors agree, on demand, to deposit with Mortgagee any additional sum required to pay said taxes and insurance premiums when due; that in event of default under this Mortgage any unexpended funds on deposit with Mortgagee may be applied to any indebtedness secured hereby.

- (m) That any demand herein authorized to be made on Mortgagors may be made by mailing a written demand addressed to Mortgagors at their address last known to Mortgagee and if Mortgagee does not have an address for Mortgagors, then said demand may be made by leaving a written demand on the above described real estate.
- (n) All the warranties, covenants and agreements of the Mortgagors herein contained shall extend to and bind Mortgagors and Mortgagors' legal representatives, heirs, devisees, successors and assigns and shall inure to the benefit of Mortgagee and Mortgagee's legal representatives, heirs, devisees, successors and assigns.

**TWO.** The benefit of any statute regulating the obtaining of a deficiency judgment, or requiring that the value of the Property hereby conveyed, or any part thereof, be set off against any part of the indebtedness secured hereby is waived by all executing this Mortgage for themselves and for their personal representatives, heirs, devisees, successors and assigns.

**THREE.** The Mortgagors shall not be liable for the payment of anything provided for herein that cannot lawfully be charged or collected by Mortgagee under the laws of the State of Alabama or any applicable federal statute or lawful regulation, it being agreed and understood that it is the intention of Mortgagee that this Mortgage shall in all respects conform to the laws of the State of Alabama and any applicable federal statute and lawful regulation, and should payments be made by Mortgagors contrary to such laws and regulations, the Mortgagors shall be entitled to the return of all sums so paid, and this Mortgage shall not be affected thereby.

**FOUR.** No delay or failure of Mortgagee to exercise any option herein given or reserved shall constitute a waiver of such option or estop Mortgagee from afterwards exercising same or any other option at any time; and the payment or contracting to pay by Mortgagee of anything the Mortgagors have herein agreed to pay shall not constitute a waiver of the default of Mortgagors in failing to make said payments and shall not estop Mortgagee from foreclosing this Mortgage on account of such failure of Mortgagors.

**FIVE.** The word "Mortgagors" as used herein shall include, in addition to those hereinabove specifically named as Mortgagors, all others executing this Mortgage who possess any legal or equitable title to the above described real estate.

**SIX.** If Mortgagors shall fail to pay or cause to be paid when due the indebtedness secured



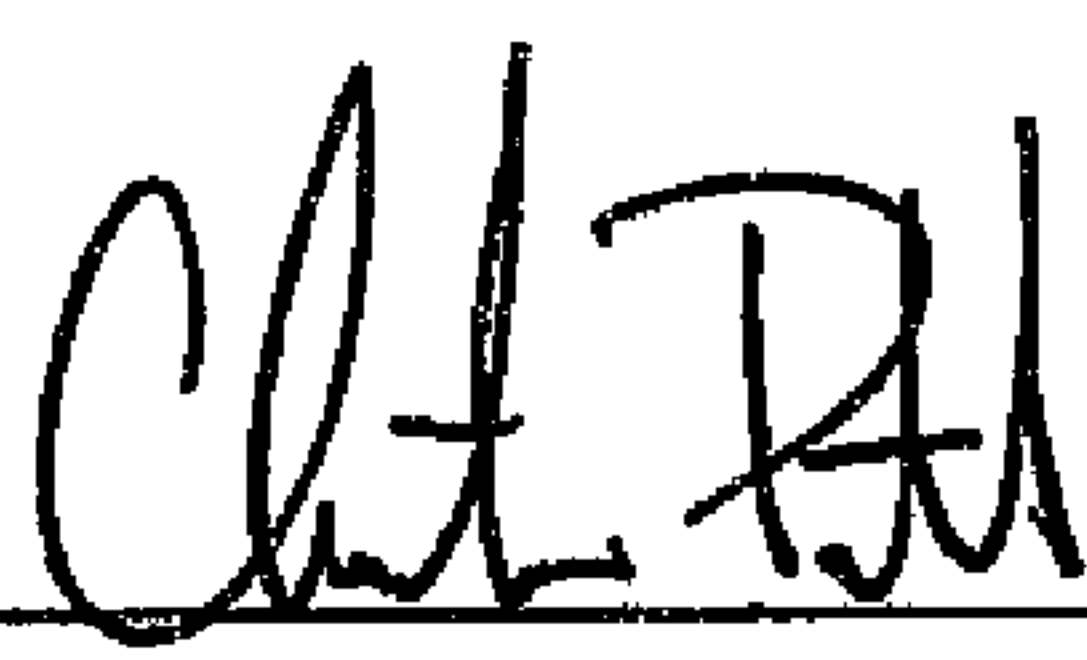
hereby, or any installment thereof or any interest or installment of interest thereon; or if Mortgagors shall fail to do or perform any act or thing required or agreed to be done or performed, or if the interest of the Mortgagee in the Property or any part thereof become endangered by reason of the enforcement of any prior lien or encumbrance thereon, then, in any such event, the entire indebtedness secured hereby shall immediately become due and payable, and this Mortgage subject to foreclosure at option of the Mortgagee without notice; and Mortgagee shall have the right and is hereby authorized to enter upon and take possession of the Property, and after or without taking possession, to sell the same before the Courthouse door of the County (or the division thereof), where the above described real estate is located, at public outcry for cash, after having given notice of the time, place and terms of sale by publication once a week for three successive weeks prior to said sale in some newspaper published in said County and, upon payment of the purchase money, the Mortgagee or any person conducting said sale for Mortgagee is authorized and empowered to execute to the purchaser at said sale a deed to the Property so purchased. And Mortgagee may bid at said sale and purchase said Property, or any part thereof, if the highest bidder therefor. At said foreclosure sale the Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner as Mortgagee may elect. The presence of any of the above described Property at the place of sale is expressly waived.

**SEVEN.** The proceeds of said sale shall be applied: first, to the expense of advertising and selling, including a reasonable attorney's fee and cost of extension of abstract; second, to the repayment of any money with interest thereon, which Mortgagee may have paid or become liable to pay or which may then be necessary to pay for said insurance, taxes, assessments, debts, claims, charges and expenses which Mortgagors hereinabove agreed to pay; third, to the payment and satisfaction of the indebtedness hereby specifically secured with interest thereon, but interest to date of sale only shall be charged; fourth, the balance, if any, shall be paid to whomsoever appears of record to be the owner of the above described real estate after first deducting the expense of ascertaining who is said owner, including a reasonable attorney's fee.

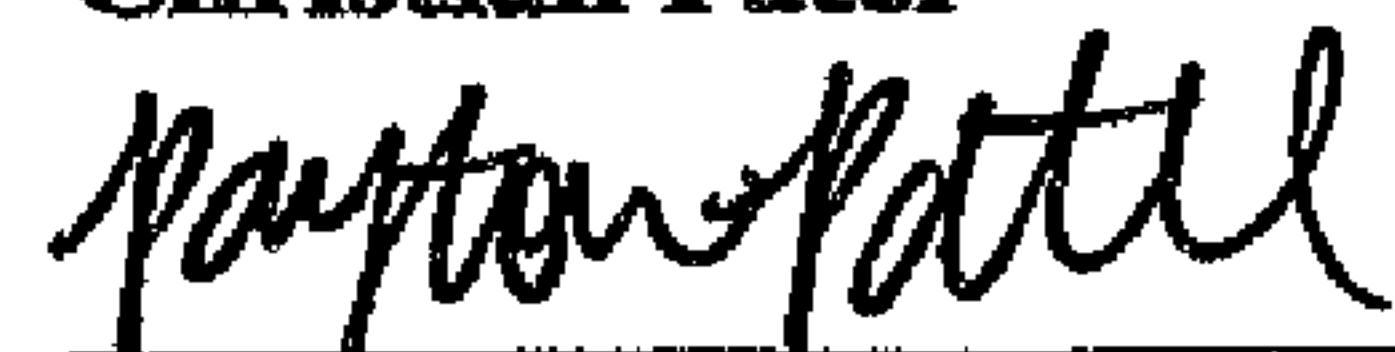
**EIGHT.** If this Mortgage be foreclosed in any Court, a reasonable attorney's fee shall, in addition to the other expenses and costs, be first allowed and paid out of the proceeds of the sale of the Property.

**NINE.** If Mortgagors shall well and truly pay and discharge the indebtedness hereby secured as it becomes due and payable and shall in all things do and perform all covenants and agreements by Mortgagors agreed to be done according to the tenor and effect hereof, then, in that event only, this conveyance shall be null and void and Mortgagee will satisfy this Mortgage at the expense of Mortgagors.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal, this the 15<sup>TH</sup> day of DECEMBER, 2023.



Christian Patel



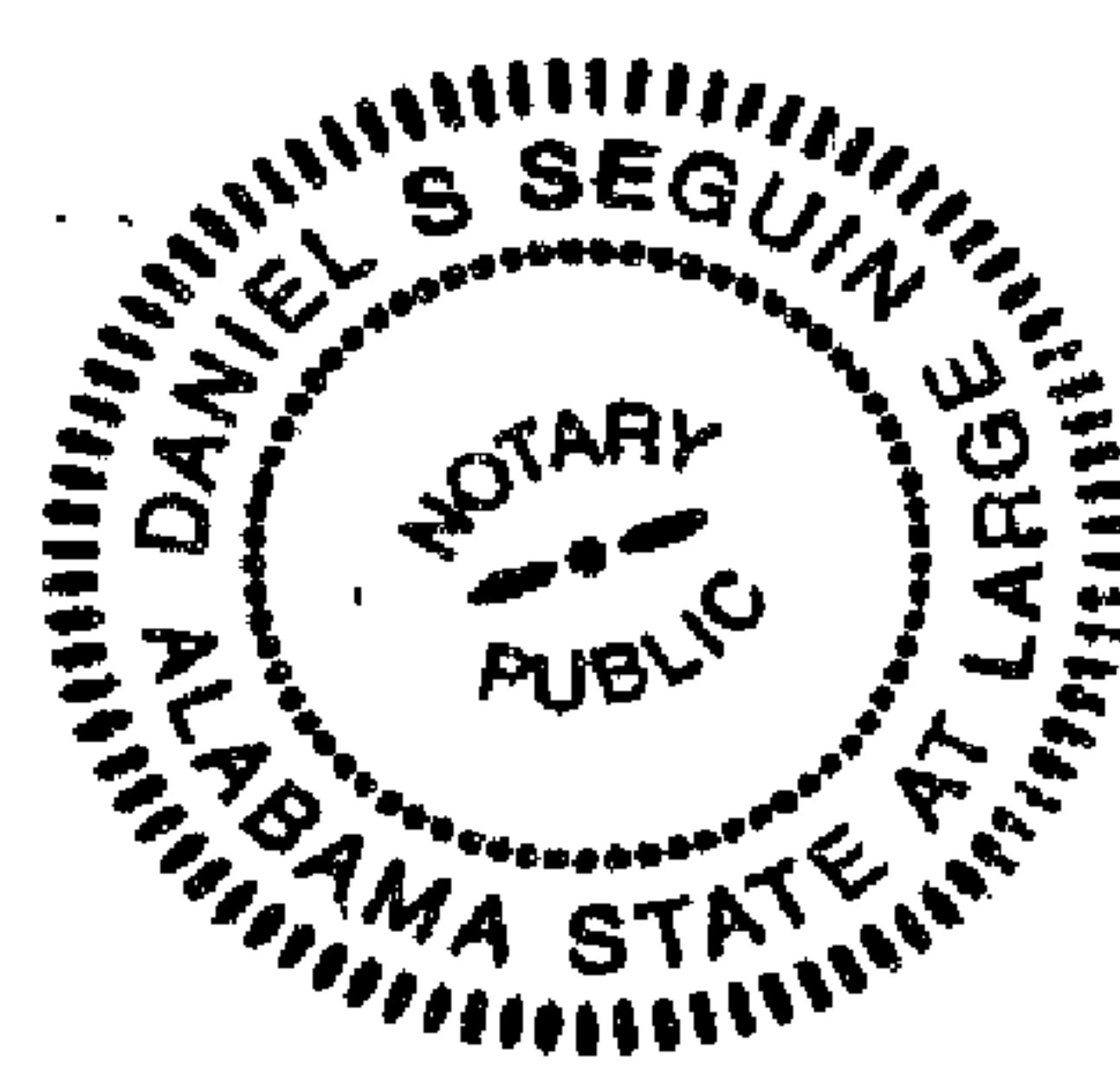
Payton Patel

STATE OF ALABAMA

COUNTY OF Shelby

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Christian Patel and wife, Payton Patel, who are known to me, acknowledged before me on this day that, being informed of the contents of the Mortgage, he executed the same voluntarily.

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





Notary Public

My commission expires: 4/20/2026

This mortgage prepared by:  
Christie D. Knowles  
Knowles & Sullivan, LLC  
413 Broad St.  
Gadsden, AL 35901



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