

This instrument was prepared by:
Hornsby & Hornsby, Attorneys at Law
Matthew J. Hornsby, Attorney
2010 Old Springville Road, Suite 100
Birmingham, Alabama 35215
(205) 856-1000

MORTGAGE – PURCHASE MONEY

**The Proceeds of This Mortgage Loan Have Been Applied Towards the Purchase of the
Property Described Herein**

STATE OF ALABAMA)

SHELBY COUNTY) KNOW ALL MEN BY THESE PRESENTS: That Whereas

High Point Capital, LLC, an Alabama limited liability company, (hereinafter called “Mortgagors,” whether one or more) are justly indebted to **Cox Capital Investments, Kendall Graveman, and Briarcliff Point LLC** (hereinafter called “Mortgagee,” whether one or more), in the sum of **One Hundred Thirty Five Thousand & NO/100 Dollars (\$135,000.00)**, evidenced by a note executed simultaneously herewith, upon the following terms:

Stated principal to be paid together with a flat fee of \$27,000.00, the aforementioned sums to be paid at the time that the property is sold by the undersigned, or on the 11th day of December, 2024, whichever first occurs.

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, **High Point Capital, LLC, an Alabama limited liability company, by its Manager**, 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:

East part of Lot No. 82 known as William Martin Lot as per W. J. Horsley map of Helena, Alabama, and bounded N by A B & A RR R-W and being 50 feet wide E and W by 221 feet long N and S. Less and Except the South 40 feet.

Property Address: 1578 Cunningham Drive, Helena, AL 35080

Subject to ad valorem taxes for the current year and subsequent years.
Subject to restrictions, reservations, conditions, and easements of record.
Subject to any minerals or mineral rights leased, granted, or retained by prior owners.
This mortgage may be prepaid without penalty.

Said property is warranted free from all encumbrances and against any adverse claims, except as stated above. This is a purchase money mortgage instrument. The proceeds being loaned herein have been applied to the purchase of the property described and secured herein.

This instrument prepared without benefit of title opinion or survey and with information provided by grantor/grantee herein.

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 one 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 sums 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 any payment due be **more than 30 days late**, or should the interest of said Mortgagee 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 shall become immediately due 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 County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Courthouse door of said County, (or the division thereof) where said property is located, at public outcry, during proper hours for conducting said auction, 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 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 date 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 therefore; 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.

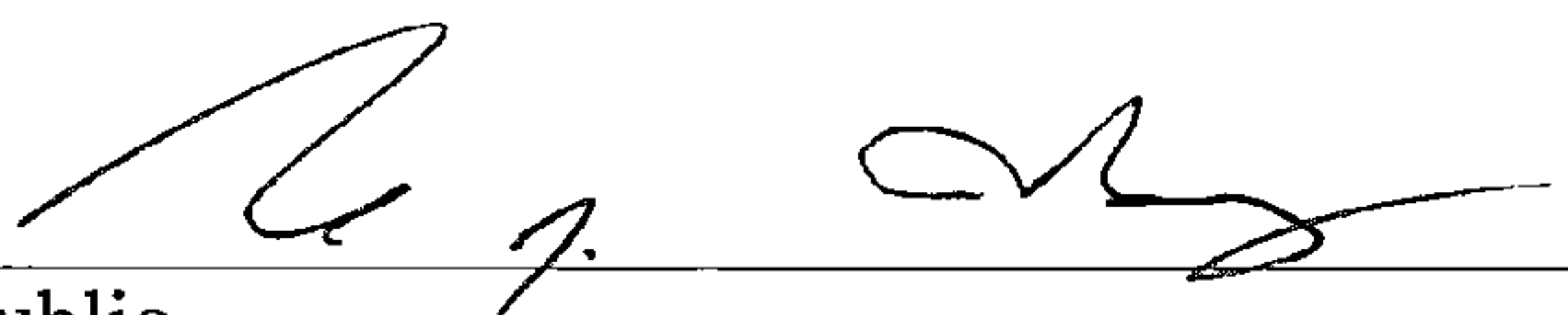
IN WITNESS WHEREOF the undersigned **High Point Capital, LLC**, an Alabama limited liability company, by its Manager, hereunto set its signature and its seal, this 11th day of March, 2024.

High Point Capital, LLC

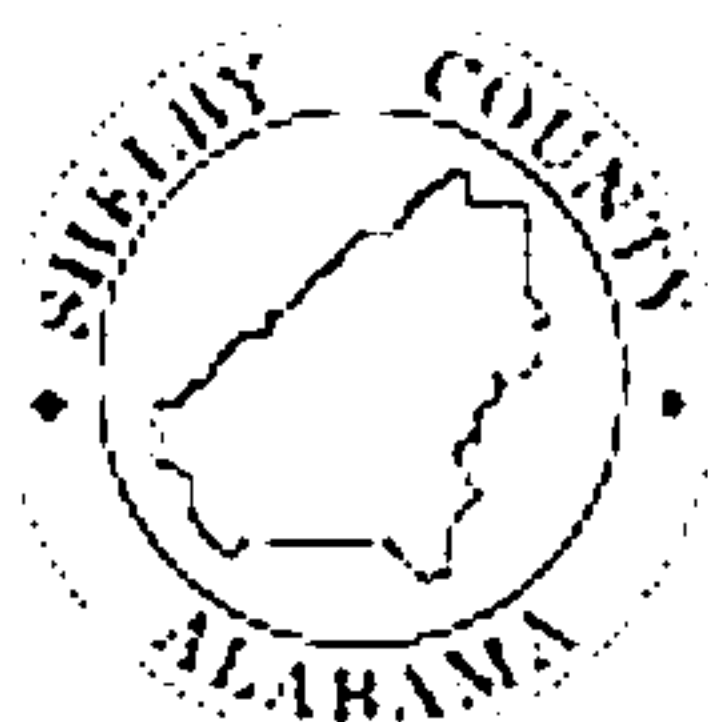
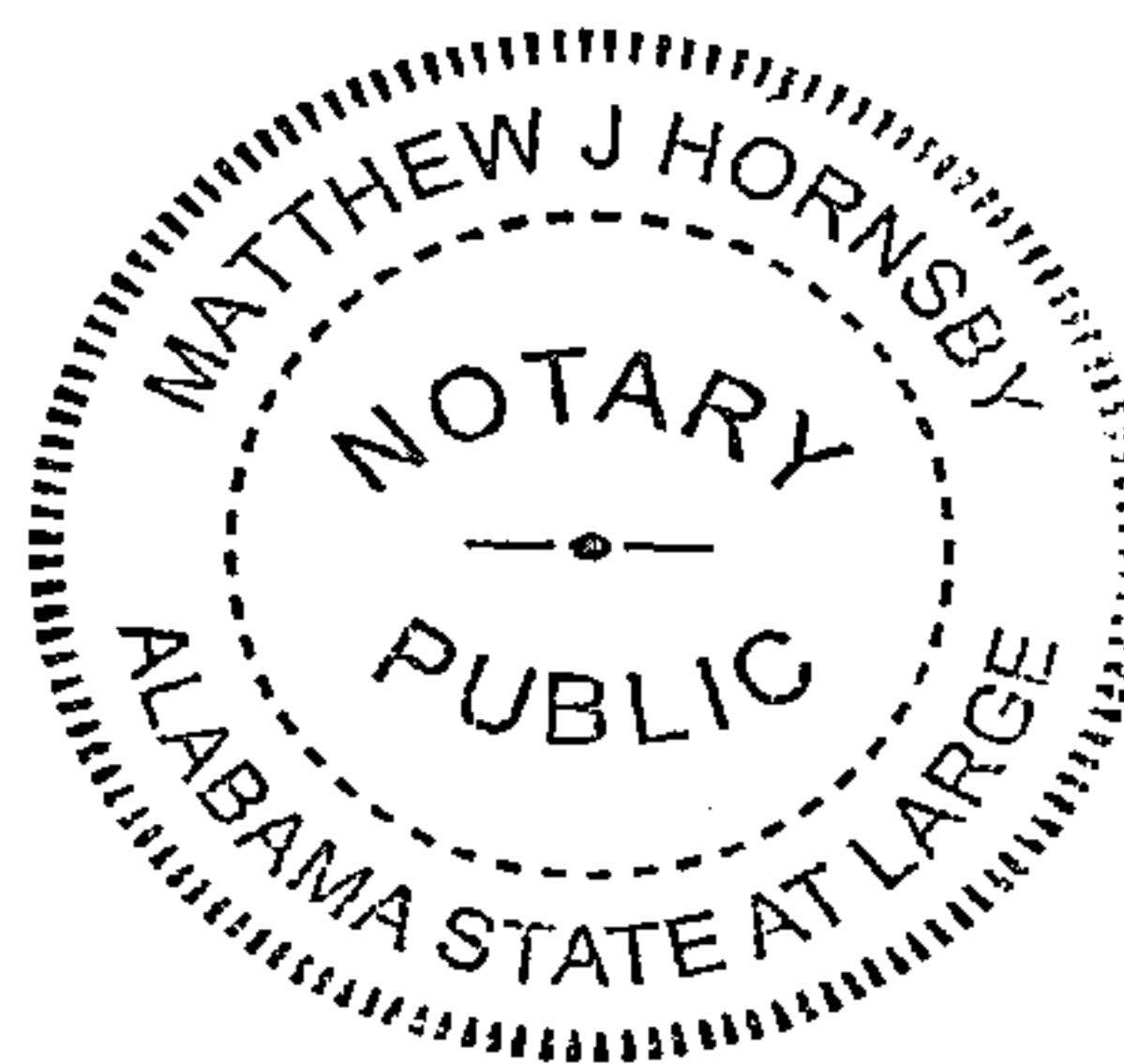

By: Michael Bryant, Manager

THE STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **Michael Bryant, as Manager of High Point Capital, LLC, an Alabama limited liability company**, 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 said conveyance, he in his capacity as said Manager of the Company, and with full authority, executed the same voluntarily on the day the same bears date.


Notary Public

My Commission Expires: 9/17/24



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/11/2024 12:59:12 PM
\$231.50 JOANN
20240311000065720

Allen S. Bayl