

THIS INSTRUMENT WAS PREPARED BY:

Jennifer J. McEwen, Esq.
Maynard Nexsen PC
1901 Sixth Avenue North, Suite 1700
Birmingham, Alabama 35203

MORTGAGE

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned, **AUTUMN W. WILLIAMS**, has become justly indebted to **THOMAS P. WILLIAMS, JR., AS TRUSTEE OF THE 2000 JOAN WILLIAMS IRREVOCABLE TRUST FBO THOMAS P. WILLIAMS JR.**, in the sum of ONE HUNDRED NINETY SIX THOUSAND FIVE HUNDRED ELEVEN AND 01/100 DOLLARS (\$196,511.01) evidenced by a promissory note of even date hereof; and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due and performance of the obligations under the promissory note,

NOW, THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, **AUTUMN W. WILLIAMS**, a single woman (whether one or more, hereinafter called "Mortgagor"), does hereby grant, bargain, sell and convey unto the said **THOMAS P. WILLIAMS, JR., AS TRUSTEE OF THE 2000 JOAN WILLIAMS IRREVOCABLE TRUST FBO THOMAS P. WILLIAMS JR.** (whether one or more, hereinafter called "Mortgagee"), effective as of April 3, 2024, the following described real property situated in Shelby County, Alabama, to-wit:

Unit 43, in Palmer Cove, a Condominium, as established by that certain Declaration of Condominium of Palmer Cove, a Condominium, as recorded in Instrument #20220801000299160; First Amendment to Declaration as recorded in Instrument #20220921000364860; Second Amendment to Declaration as recorded in Instrument #20221020000395280; Third Amendment to Declaration as recorded in Instrument #20221209000447620; Fourth Amendment to Declaration as recorded in Instrument #20231010000301340 in the Probate Office of Shelby County, Alabama, and any amendments thereto, to which Declaration of Condominium a plan is attached as Exhibit "B" thereto, and recorded in the Record Plat of Palmer Cove, being a Condominium, in Map Book 56, Page 59A thru 59C and any future amendments thereto, to which Declaration of Condominium the Rules and Regulation of Palmer Cove are attached as Exhibit "F" and to which said Declaration of Condominium the By-Laws of Palmer Cove Owners Association, Inc. are attached as Exhibit "C" thereto, together with the Articles of Incorporation of Palmer Cove Owners Association, Inc. that are recorded with the Alabama Secretary of State under Entity ID Number 001-029-410, also together with an undivided interest in the Common Elements assigned to

said Unit, by said Declaration of Condominium and amendments thereto and together with certain rights to use certain Common Elements assigned as limited common elements by the Declaration of Condominium.

Said property is warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness and performance under the promissory note, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness and performs under the terms of the promissory note, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the promissory note be in default, or should the interest of said Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 shall be authorized under the power of sale hereby given, to take possession of the premises hereby conveyed and with or without first taking possession, after giving notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, together with a description of the real estate to be sold, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Courthouse door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the judicial foreclosure of this mortgage, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

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IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 5th day of April, 2024.

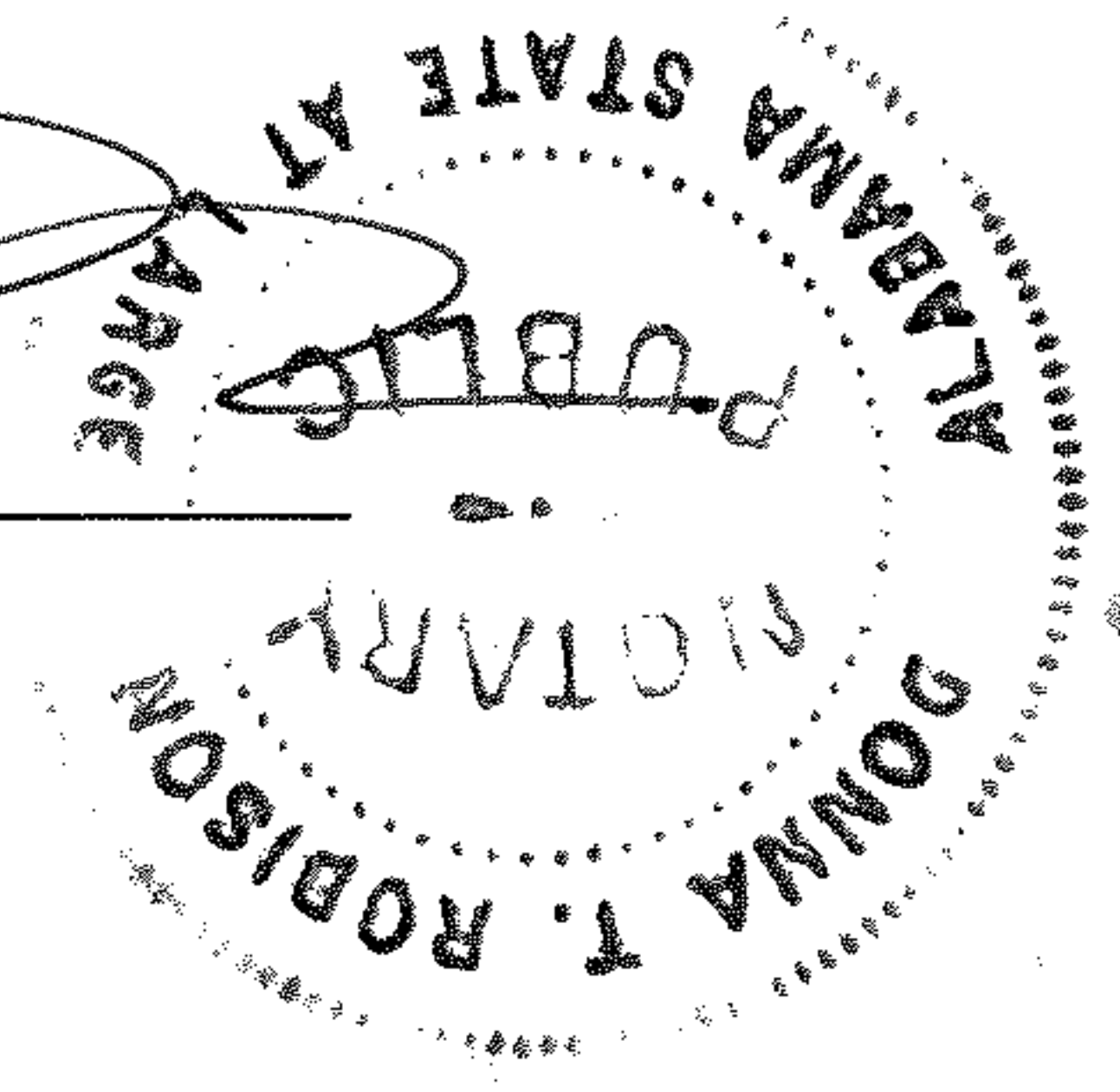
Autumn Williams
AUTUMN W. WILLIAMS

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that AUTUMN W. WILLIAMS 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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of April, 2024.

Donna T. Robison
Notary Public



My Commission Expires:

10/18/2026

(SEAL)



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/26/2024 09:41:12 AM
\$326.90 PAYGE
20240426000121750

Allie S. Boyd