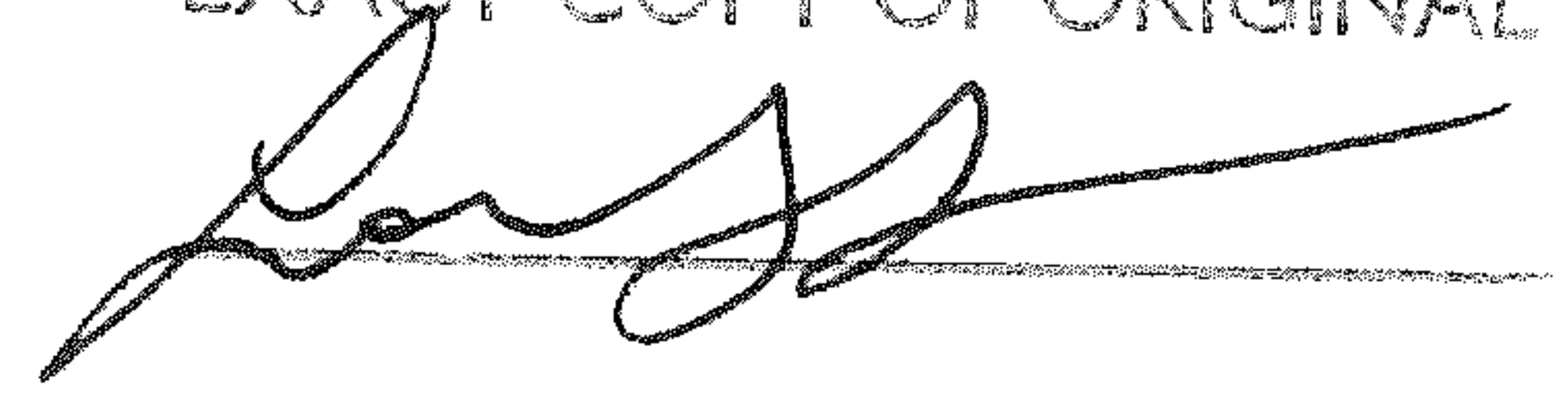


CERTIFIED TO BE A TRUE &
EXACT COPY OF ORIGINAL

This Instrument Prepared by:
Robert McNearney
2870 Old Rocky Ridge Road
Suite 160
Birmingham, AL 35243



Property Address: 2045 Highland Village Bend, Birmingham, AL 35242

PURCHASE MONEY MORTGAGE

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That whereas, **David P. Woods and Stephanie M. Woods**, (hereinafter called "Mortgagors", whether one or more) are justly indebted to **Phillip Everett Woods and Deborah Harlan Woods**, and/or its nominee(s) or assignee(s) (hereinafter called "Mortgagee", whether one or more, in the sum of FIVE HUNDRED NINETY THREE THOUSAND THREE HUNDRED AND 00/100 (\$93,300.00) dollars evidenced by a real estate mortgage note executed simultaneously herewith.

And Whereas, Mortgagors agreed, in incurring and indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors **David P. Woods and Stephanie M. Woods**, and all others executing this mortgage, do hereby grant, bargain, sell and convey onto the Mortgagee, the following described real estate situated in Shelby, Alabama, to-wit:


FOR PROPERTY DESCRIPTION SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Said property is warranted free from all encumbrances 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 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 but at least (\$93,300.00), in a company 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, as 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, addition 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 cases 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 and said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front the Courthouse 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 for sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment for 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, David P. Woods and Stephanie M. Woods have hereunto set his/her/their signature(s) and seal(s), this 1st day of May, 2024.



David P. Woods

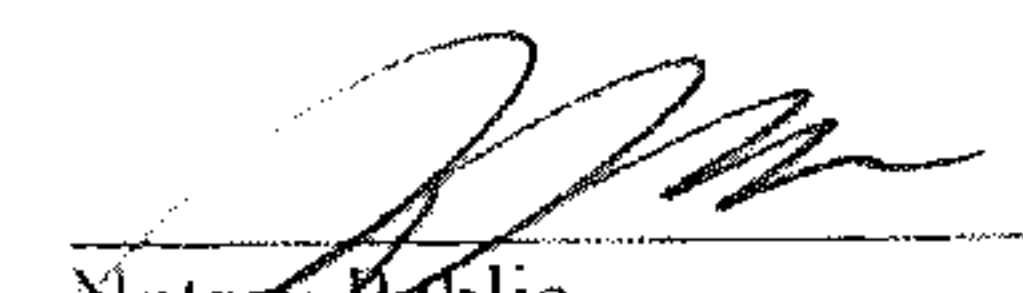


Stephanie M. Woods

Rhode Island
State of ~~Alabama~~
Providence
County of ~~Jefferson~~

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **David P. Woods and Stephanie M. Woods**, whose name(s) is/are signed to the foregoing conveyance, and who is/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 1st day of May, 2024.



Notary Public
Franklin Nelson III
Printed Name
My Commission Expires: 1/3/2025

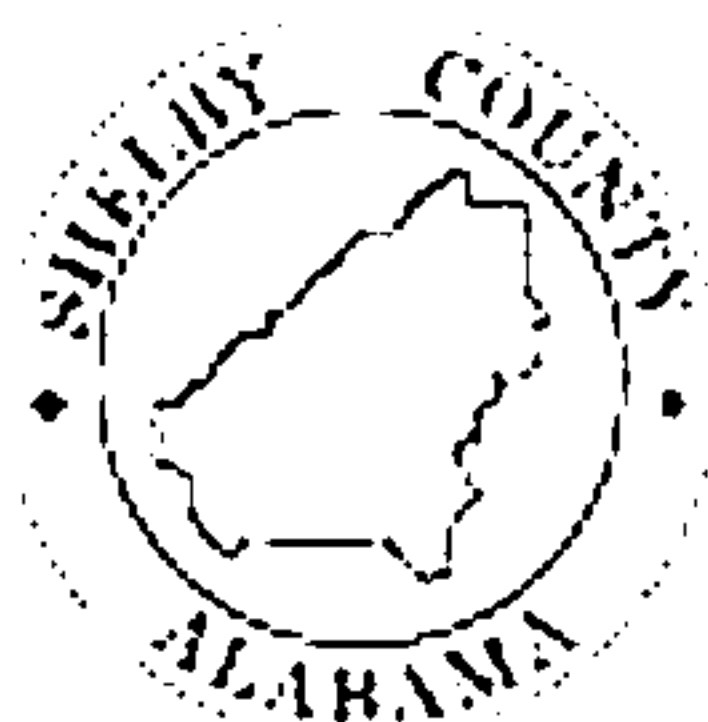
Franklin C. Nelson III
State of Rhode Island
Notary Public
Commission No. 760170
My Commission Expires 01/03/2025

EXHIBIT A

Property 1:

Lot 13A, of The Village at Highland Lakes Sector One recorded at Map Book 44, Page 8, being a Resurvey of Lots 12 and 13 of the 2nd Amendment to the Amended Map of The Village at Highland Lakes, Sector One, an Eddleman Community, as recorded in Map Book 38, Page 24 A-E, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, common areas all as more particularly described in the Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded as Instrument No. 20060421000186650 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, a Residential Subdivision, Sector One, recorded as Instrument No. 20060421000186670, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is herein after collectively referred to as the "Declaration").



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/02/2024 08:05:40 AM
\$920.95 JOANN
20240502000127580

Allen S. Bayl

Exhibit A