

**WHEN RECORDED,
RETURN TO:
Benchmark
Homebuyers, LLC
6480 Winslow Parc
Lane
Trussville, AL
35173**

**Prepared By:
Stan McDonald-
Jacob Title, LLC
2101 W. Clinton Ave
Suite 301
Huntsville, AL
35805**

MORTGAGE

State of Alabama, County of Shelby

This Mortgage Deed (this "Mortgage") is made by and between:

Borrower: Benchmark Homebuyers, LLC, an Alabama Limited Liability Company, with a mailing address of 6480 Winslow Parc Lane, Trussville, AL 35173 (collectively, the "Borrower" or "Mortgagor") and

Lender: Kenny Chancellor and wife, Shelley Chancellor with a mailing address of 232 Windsor Court, Alabaster, AL 35007 (collectively, the "Lender" or "Mortgagee"), which includes any holder of this mortgage.

WHEREAS, the Borrower has executed a Promissory Note (the "Note") in the amount of ONE HUNDRED NINETY THREE THOUSAND TWO HUNDRED SEVENTY TWO AND 35/100 DOLLARS (\$193,272.35) (the "Principal Amount"); and

WHEREAS, to secure the performance of all the terms, covenants, agreements, conditions, and obligations of the Note and this Mortgage, the Borrower wishes to grant to the Lender its rights, title, and interest to the property located at 903

Jackson Circle, Helena, AL 35080 and with the following legal description (the "Property"):

LOT 70 ACCORDING TO THE SURVEY OF ST. CHARLES PLACE, PHASE 2, SECTOR 6, AS RECORDED IN MAP BOOK 21, PAGE 77 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

and Parcel Number: 13-5-21-2-000-005.080

NOW THEREFORE, in consideration of the loan for the Principal Amount plus interest made by the Lender to the Borrower, the Borrower and the Lender hereby agree as follows:

1. **Grant.** The Borrower hereby grants and conveys to the Lender all rights, title and interest to the Property, including all buildings, improvements and fixtures now and hereafter existing thereon, as security for the repayment of the Note and the performance of the covenants and agreements set forth in this Mortgage.
2. **Payment.** The Borrower promises to pay the Principal Amount and interest pursuant to the terms and conditions of the Note and this Mortgage, and any other reasonable charges or additional amounts set out in or secured by the Note and this Mortgage.
3. **Senior Mortgages.** No superior mortgage or the note secured by it will be modified without the consent of that noteholder.
4. **Escrow for Taxes, Insurance, and Other Charges.** Borrower will be required to pay, in addition to and included with each periodic payment due under the Note secured by this Mortgage, a payment sufficient to provide a fund from which the taxes, insurance, and other charges which may or may not become a lien can be paid by the Lender when due.
5. **Rights of Lender.** In the event that Borrower fails to carry out the covenants and agreements set forth in this Mortgage, the Lender may do and pay for whatever is necessary to protect the value of and the Lender's rights in the Property, and any amounts so paid shall be added to the Principal Amount due to the Lender hereunder.
6. **Assigned Rents.** As additional security hereunder, the Borrower hereby assigns to the Lender any rents on the Property received by the Borrower, and upon Default such rents may be collected without the necessity of making entry upon the Property.

encumbrances except for encumbrances of record.

- 13. Assignment.** The Lender may assign all or any portion of this Agreement with written notice to the Borrower.
- 14. No Waiver.** No party shall be deemed to have waived any provision of this Mortgage or the exercise of any rights held under this Mortgage unless such waiver is made expressly and in writing. Waiver by any party of a breach or violation of any provision of this Mortgage shall not constitute a waiver of any other subsequent breach or violation.
- 15. Discharge.** Upon payment in full by the Borrower of the Note and all other instruments secured by this Mortgage, this Mortgage shall be terminated, and the Lender shall provide the Borrower the appropriate notice of termination.
- 16. Notices.** All notices must be in writing and shall be delivered in person, sent by overnight courier service, or sent via certified or registered mail to the addresses stated above.
- 17. Severability.** If any provision of this Mortgage is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal, or unenforceable parts had not been in this Mortgage.
- 18. Governing Law.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to the conflict of laws principles thereof.
- 19. Eminent Domain.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation proceedings or other taking of the Premises, or a part thereof, or for the conveyances in lieu of condemnation, are hereby assigned to the Lender and any other Lender with prior lien interest for payment to lienholders according to their interest.
- 20. Due on Sale.** If any or all of the Premises or any interest therein is sold or transferred by Borrower without Lender's express written consent, including but not limited to Land Contract, Lease with Option to Purchase, merger, or sale of any equity interest, Lender may at Lender's option declare all sums secured by this Mortgage to be immediately due and payable.

7. **Acceleration upon Default.** In the event that any condition of this Mortgage shall be in default for more than 60 days, the entire outstanding balance of the Principal Amount and any interest due thereon shall become immediately due and payable at the option of the Lender. The Lender shall be entitled to collect all costs and expenses, including reasonable attorney fees incurred.
8. **Power of Sale.** In the event of default under this Mortgage, the Lender may NOT foreclose and force a sale of the Property without a judicial proceeding.
9. **Property Insurance.** The Borrower will keep the Property insured against loss by fire, earthquakes, floods, hazards included within the term "extended coverage," and any other hazards for which the Lender requires insurance. All such insurance policies or renewals thereof shall include a standard "Mortgage Clause" in favor of and in a form acceptable to the Lender. The insurance amounts (including deductible levels), periods, and the selection of insurance carrier shall be subject to the Lender's approval, which shall not be unreasonably withheld. Borrower shall furnish evidence of insurance upon Lender's demand. The policies of insurance shall provide for written notice to Lender at least thirty (30) days prior to any cancellation, modification, or lapse thereof. In the event of loss, Borrower shall give prompt written notice to Lender and Lender may make proof of loss if not promptly made by Borrower.

Failure to maintain insurance as described herein shall constitute a default of this Mortgage.

10. **Repair and Maintenance.** The Borrower shall not commit waste or permit others to commit actual, permissive, or constructive waste on the Property. The Borrower shall maintain the Property and shall not allow the Property to deteriorate or decrease in value due to its condition. If the Property is damaged, the Borrower shall promptly repair the Property to avoid further deterioration or damage, and shall seek the use of property insurance to assist in repair and restoration wherever possible, unless repair or restoration is not economically feasible.
11. **Reserved.**
12. **Borrower Covenants.** The Borrower further covenants and warrants to the Lender that the Borrower is the legal owner of and has the right to grant and convey the Property and that the Property is free and clear of all

encumbrances except for encumbrances of record.

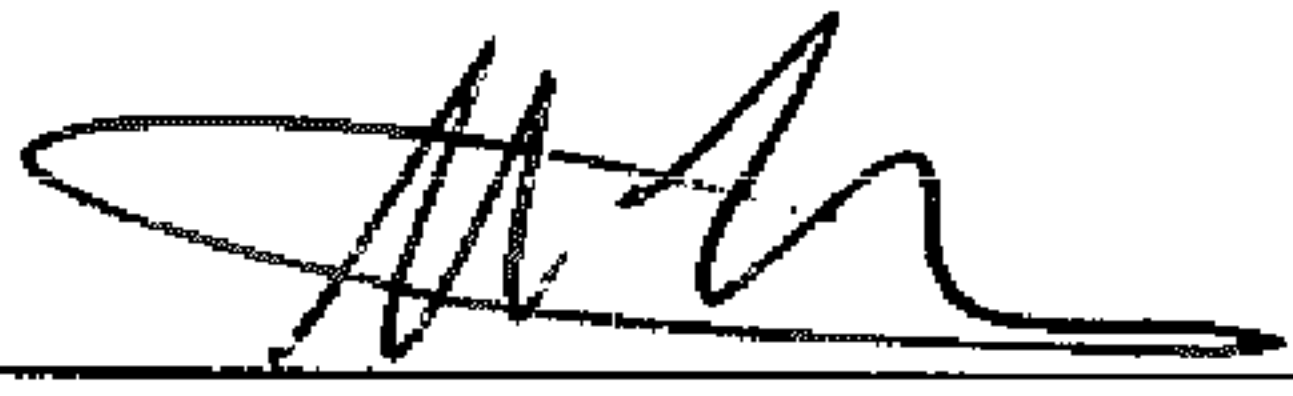
- 13. Assignment.** The Lender may assign all or any portion of this Agreement with written notice to the Borrower.
- 14. No Waiver.** No party shall be deemed to have waived any provision of this Mortgage or the exercise of any rights held under this Mortgage unless such waiver is made expressly and in writing. Waiver by any party of a breach or violation of any provision of this Mortgage shall not constitute a waiver of any other subsequent breach or violation.
- 15. Discharge.** Upon payment in full by the Borrower of the Note and all other instruments secured by this Mortgage, this Mortgage shall be terminated, and the Lender shall provide the Borrower the appropriate notice of termination.
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- 20. Due on Sale.** If any or all of the Premises or any interest therein is sold or transferred by Borrower without Lender's express written consent, including but not limited to Land Contract, Lease with Option to Purchase, merger, or sale of any equity interest, Lender may at Lender's option declare all sums secured by this Mortgage to be immediately due and payable.

21. Other. N/A

Signatures Follow

SIGNATURES

MORTGAGOR

Signature: 

Name: Alexander Moore, Benchmark Homebuyers, LLC

Date: 8/7/24

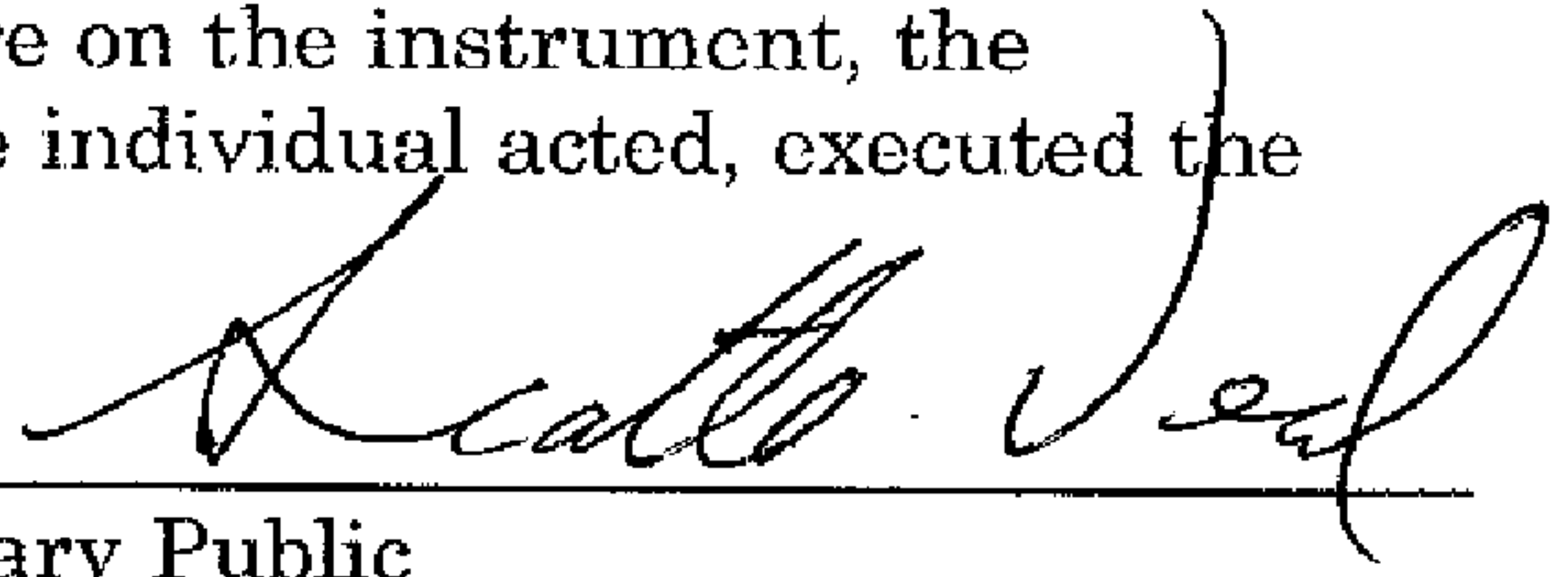
Signature: _____

Name: _____

State of Alabama

County of Madison

On the 7 day of August, 2024, before me, the undersigned notary public, personally appeared Alexander Moore, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

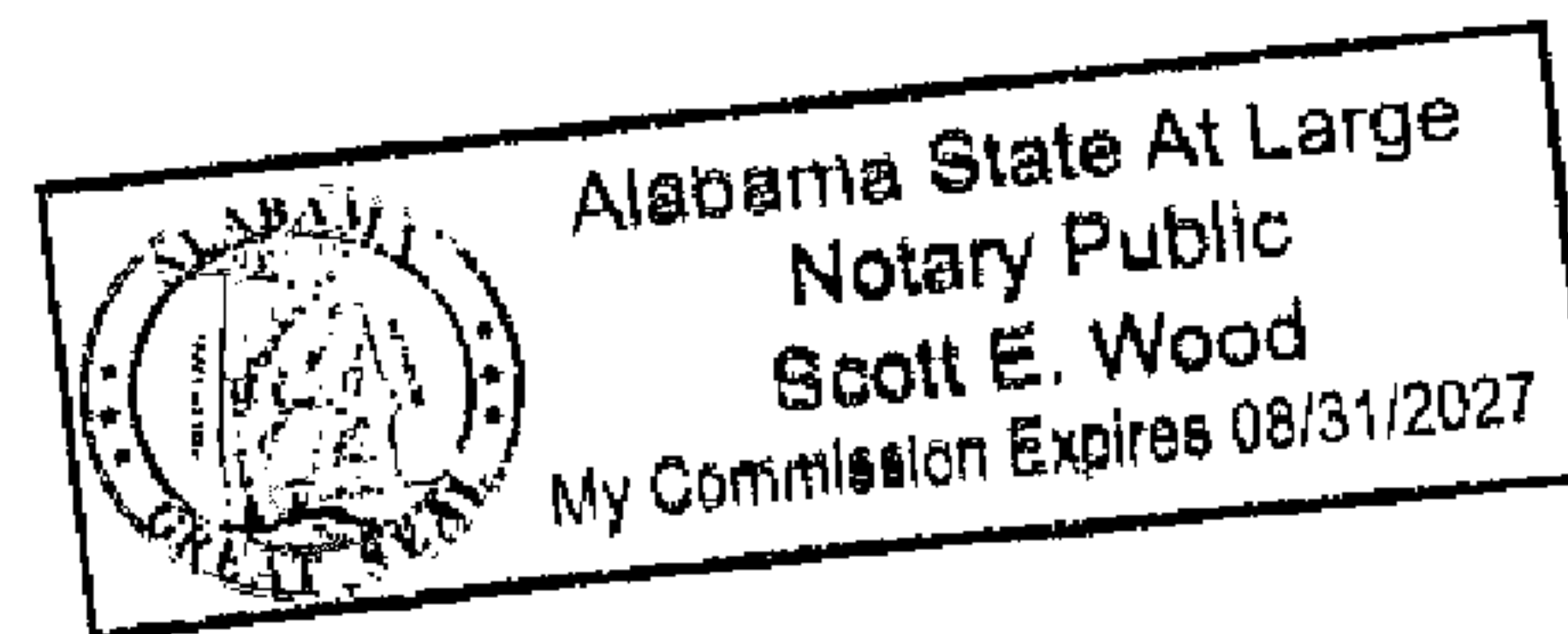


Notary Public

Scott E. Wood

Type or Print Name

My commission expires: _____



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/09/2024 01:43:38 PM
\$329.95 JOANN
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Allie S. Bayl