

This instrument was prepared by:
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2010 Old Springville Road, Suite 100
Birmingham, Alabama 35215
(205) 856-1000

MORTGAGE

STATE OF ALABAMA)

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

Slack Realty Group LLC, an Alabama limited liability company, (hereinafter called "Mortgagors," whether one or more) are justly indebted to **Terry Bernstein** (hereinafter called "Mortgagee," whether one or more), in the sum of **One Hundred Forty Five Thousand and NO/100 Dollars---**(\$145,000.00), evidenced by a note executed simultaneously herewith, upon the following terms:

To be paid in full together with interest/points (13%) in the amount of \$18,850.00 (Total Due being \$163,850.00), on or before the 21st day of November, 2024, or at the time that the property securing the same is sold, whichever shall first occur.

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, **Slack Realty Group LLC**, an Alabama limited liability company, **by its Managing Member**, 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:

See attached Exhibit for Legal Description

Property Address: 369 Highway 63, Calera, AL 35040

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.

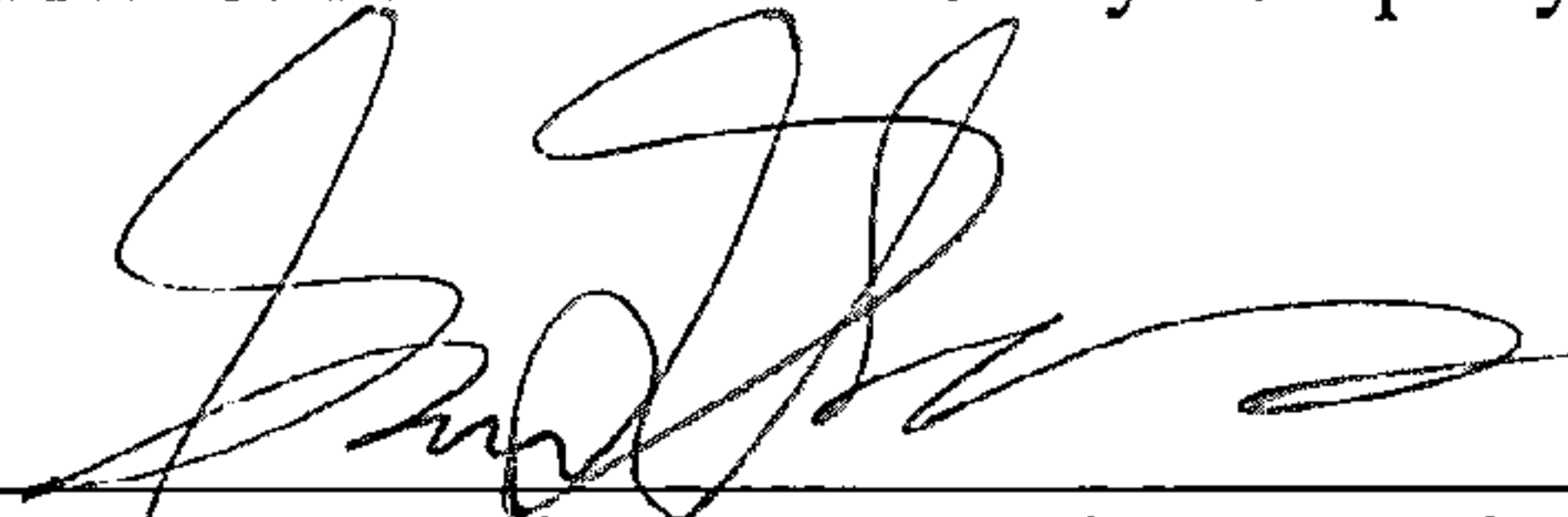
To Have and to Hold the above-granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should 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 **Slack Realty Group LLC**, an Alabama limited liability company, **by its Managing Member**, hereunto set its signature and its seal, this **21st day of August, 2024**.

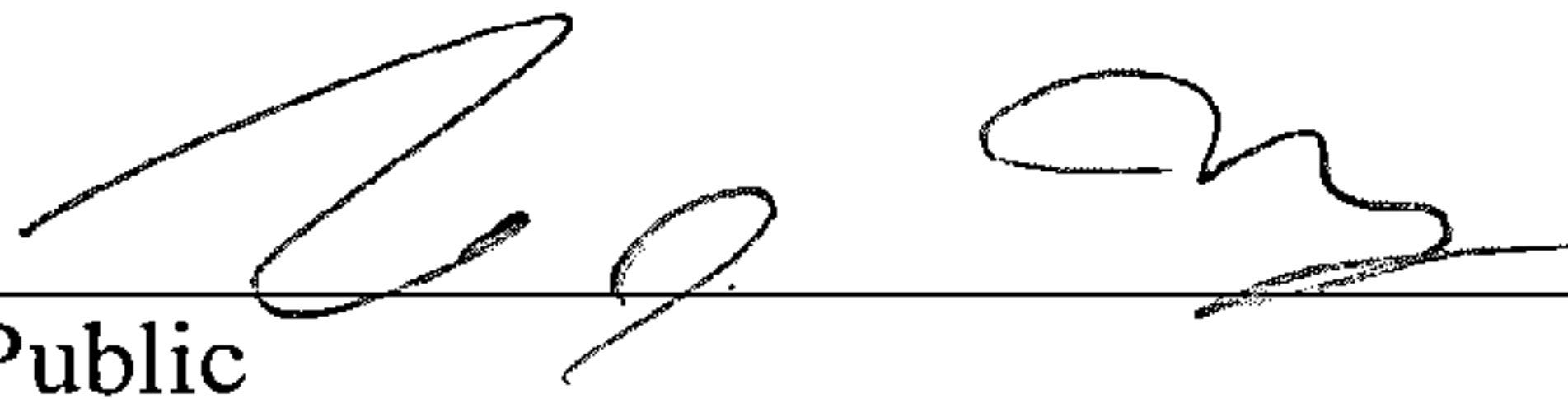
Slack Realty Group LLC,
an Alabama limited liability company



By: Sammy Slack, Managing Member

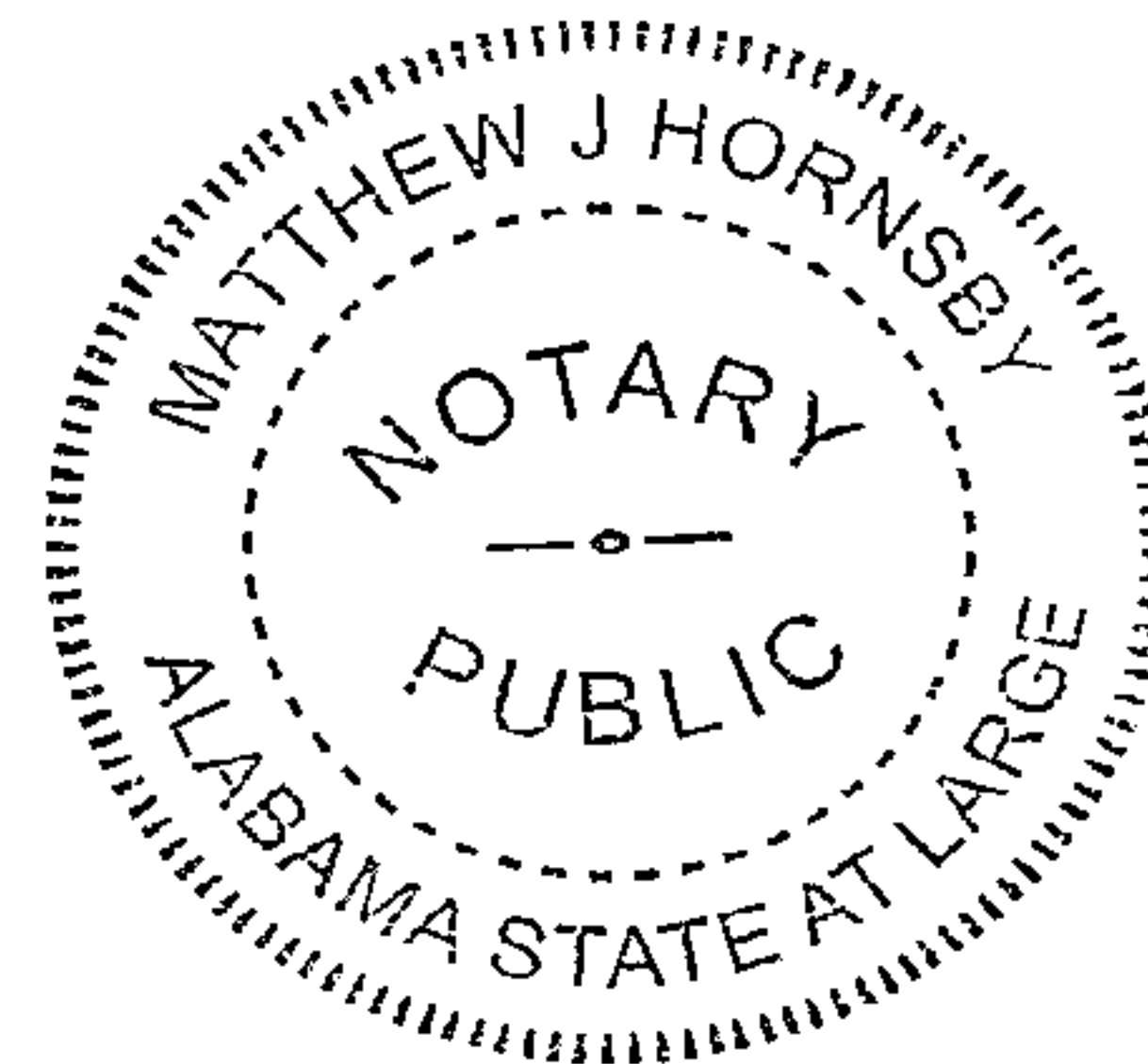
THE STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **Sammy Slack, as Managing Member of Slack Realty Group 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 managing member 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



LEGAL DESCRIPTION

Beginning at the Northern Intersection of Tracts 458 and 455 according to Lloyd's Map which can be further described as the Southwest corner of the SE ¼ of the NW ¼ of Section 20, Township 22 South, Range 2 West; run thence South 01°28'34" East for 337.87 feet; run thence North 89°52'44" East for 1,174.82 feet to a point said point being the point of beginning of the property herein described; thence continue along last described course 206 feet to a point on the Westerly right of way of Shelby County Road #63; thence run in a Southeasterly direction along said right of way of Shelby County #63 a distance of 240 feet to a point; thence run in a Southwesterly direction a distance of 265 feet to a point of a fence line, said point of 289 feet South of the point of beginning; thence run in a Northerly direction along the established fence line a distance of 289 feet to the point of beginning. Situated in Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/23/2024 12:21:43 PM
\$248.50 BRITTANI
20240823000264250

Allie S. Bayl