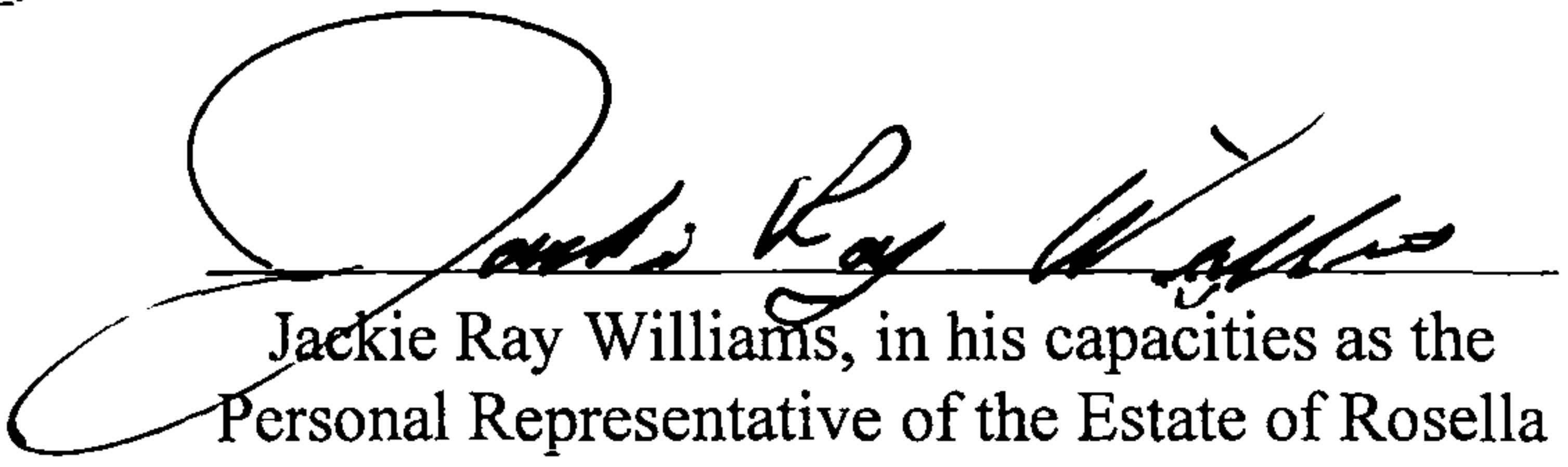


**ASSIGNMENT AND TRANSFER OF PROMISSORY NOTE
AND RIGHTS UNDER MORTGAGE**


Know All Men By These Presents, that in furtherance of the distribution of the Estate of Rosella M. Williams (the "Decedent"), deceased (the "Estate"), and in accordance with the Last Will and Testament of the Decedent (the "Will") dated August 28, 2020, Jackie Ray Williams, in his capacity as Personal Representative of the Estate (the "Personal Representative"), does hereby assign, transfer and convey to Jackie Ray Williams, in his individual capacity, all interests, rights and title that the Personal Representative currently possesses with respect to that (i) certain Real Estate Mortgage Note dated July 28, 2016, in the original principal amount of \$65,000, from John Ryan Palmer, as the Maker, to Rosella M. Williams and Jack Williams, collectively as the Holders, and (ii) that certain first mortgage on certain real estate located in Shelby County, Alabama, recorded in the office of the Judge of Probate of Shelby County, Alabama, as Instrument Number 20160805000278520, a copy of both the Real Estate Mortgage Note and Mortgage is attached hereto as **Exhibit A**.

The Will of the Decedent provides that the residue of the Estate, which includes the rights transferred hereunder shall be transferred and paid over to the Trustee of the Rosella M. Williams Management Trust, dated the 20th day of May, 1999 (the "Revocable Trust"). The Will further provides that if the Revocable Trust provides for immediate distribution or termination upon receipt of the residue, the residue may be distributed by the Personal Representative directly to the beneficiaries of said trust in order to avoid the transfer of the property to the Trustee as a preliminary step to distribute the assets to the ultimate beneficiaries. The Revocable Trust provides that upon the death of the Decedent, the trust residuary estate thereunder shall be given to Jackie Ray Williams, outright and free of trust, which includes the rights transferred hereunder. Notwithstanding the foregoing provisions of the Will, the Trustee of the Revocable Trust, Jackie Ray Williams, joins in the execution of this Instrument to clearly establish the transfer of the rights conveyed herein from the Estate and the Revocable Trust to the recipient, Jackie Ray Williams, outright and free of trust.

In Witness Whereof, the undersigned has executed this Assignment and Transfer as of this 21st day of November, 2024.


Jackie Ray Williams, in his capacities as the
Personal Representative of the Estate of Rosella
Marie Williams, deceased and the Trustee of the
Rosella M. Williams Management Trust

Given under my hand and official seal this 21st day of November, 2024.



Notary Public

My commission expires: August 31, 2021

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Exhibit A

REAL ESTATE MORTGAGE NOTE
(TERM: 180 MONTHS)

FOR VALUE RECEIVED, the undersigned, **JOHN RYAN PALMER** (the "Borrower", whether one or more), promises to pay to **JACK WILLIAMS and ROSELLA M. WILLIAMS** (the "Lender", whether one or more), at Lender's principal residence at P. O. Box 316, Shelby, Alabama 35143, or at such other place Lender may from time to time designated in writing, the principal sum of **SIXTY FIVE THOUSAND DOLLARS AND 00/100 (\$65,000.00) DOLLARS**, together with interest on the unpaid principal amount from time to time outstanding at **Eight Percent (8.00%)** per annum, with said sum to be repaid as follows:

(a) Borrower shall pay monthly installments to Lender in the amount of **Six Hundred Twenty One and 17/100, (\$621.17)**, commencing on **September 1, 2016**, and continuing thereafter for the total of **180 consecutive months**, until such time as Borrower's indebtedness to Lender is fully satisfied.

(b) In the event that Lender should not receive Borrower's monthly payment by the 10th day of each month in which same is due, Borrower shall pay Lender an additional 5.0% of the payment amount, as late charge for each said late payment.

Principal and interest shall be payable in lawful money of the United States of America. The payment hereunder shall be applied first to accrued but unpaid interest on the outstanding principal balance hereof, and then to reduction of principal. Time is of the essence with respect to the amounts due hereunder.

Borrower may at any time prepay all or any part of the principal amount hereof without premium or penalty, but with accrued interest to the date of such prepayment. All prepayments will be applied to installments coming due hereunder in inverse order of maturity. Amounts prepaid may not be reborrowed.

The principal sum evidenced by this Note, together with accrued interest, shall become immediately due and payable at the option of Lender upon the occurrence of (1) any failure by Borrower to pay as and when due the principal or interest due hereunder or any other breach by Borrower of the terms hereof which failure continues for a period of sixty (60) days after due date; (2) the filing by, or on behalf of, Borrower of a petition in bankruptcy, the adjudication of Borrower as a bankrupt or insolvent, the filing by Borrower of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or Borrower's seeking or consenting to or acquiescence in the appointment of any trustee, receiver or liquidator or the making of any general assignment for the benefit of creditors or its admission in writing of its inability to pay its or his debts generally as they become due; or (3) the entry by a court of competent jurisdiction of an order, judgment, or decree approving a petition filed against Borrower seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency, or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for thirty (30) consecutive days from the date of entry

thereof, or the appointment of any trustee, receiver or liquidator of Borrower or of a substantial part of its or his property or of any or all of the rents, revenues, issues, earnings, profits or income, thereof. In any action hereunder, Lender shall be entitled to recover all expenses of collecting this Note, including without limitation court costs and reasonable attorneys' fees.

This Note is secured by Real Estate Mortgage.

With respect to the amounts due under this Note, Borrower waives the following:

1. All rights of exemption of property from levy or sale under execution or other process for the collection of debts under the Constitution or laws of the United States or any state thereof;
2. Demand, presentment, protest, notice of dishonor, notice of non-payment, diligence in collection, and all other requirements necessary to charge or hold the undersigned liable on any obligations hereunder; and
3. Any further receipt for or acknowledgment of any collateral now or hereafter deposited as security for the obligations hereunder.

In no event shall the amount of interest due or payable hereunder exceed the maximum rate of interest allowed by applicable law, and in the event any such payment is inadvertently paid by Borrower or inadvertently received by Lender, then such excess sum shall be credited as a payment of principal, unless Borrower elects to have such excess sum refunded to Borrower forthwith. It is the express intent hereof that Borrower not pay and Lender not receive, directly or indirectly, interest in excess of that which may be legally paid by Borrower under applicable law.

Lender shall not by any act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies, and no waiver of any kind shall be valid unless in writing and signed by Lender. All rights and remedies of Lender under the terms of this Note and applicable statutes or rules of law, shall be cumulative and may be exercised successively or concurrently. The obligations of Borrower hereunder shall be binding upon and enforceable against Borrower and its successors and assigns. All obligations of each person named as Borrower herein shall be joint and several obligations of all said persons. This Note shall be governed by, and construed in accordance with, the laws of the State of Alabama. Any provision in this Note which may be unenforceable or invalid under any law shall be ineffective to the extent of such unenforceability or invalidity without affecting the enforceability or validity of any other provision hereof.

Lender shall not be required to institute any suit or exhaust its remedies against any person or party liable in order to enforce payment of this instrument. Borrower consents to any extensions, renewals, postponement of time for payment and indulgence with respect to payment, if Lender allows same.

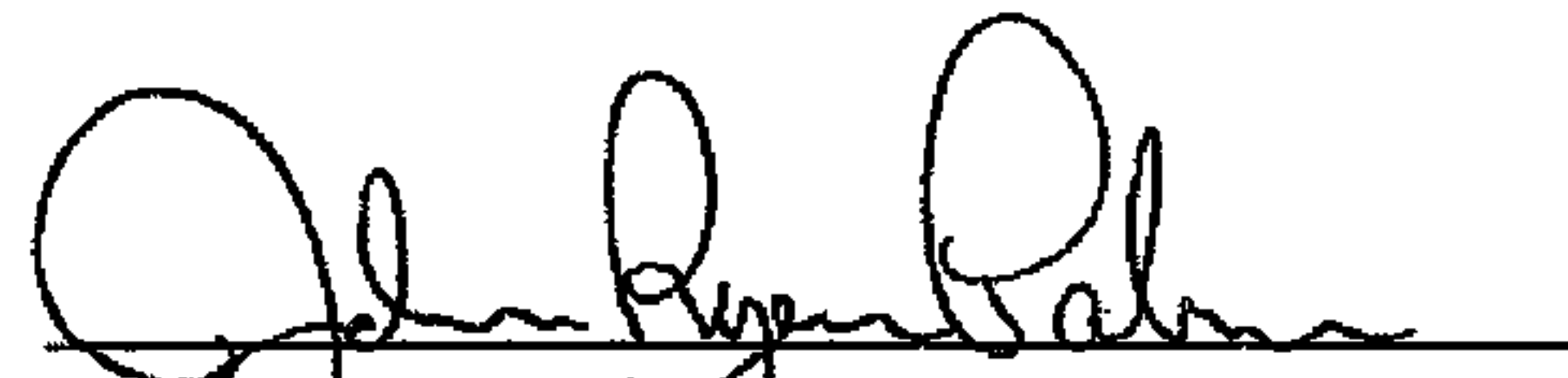
Borrower hereby agrees to indemnify and hold Lender harmless against any loss or expense, including attorney's fees, costs and disbursements, that may result from any failure of Borrower to pay any of the sums or liabilities due hereunder, when and as due and payable or

that may be incurred by or on behalf of Lender in enforcing payment of any of the obligations or liabilities against Borrower or any other obligors hereunder.

This Note is secured by Mortgage on real estate, executed by Borrower in favor of Lender on even date herewith.

IN WITNESS WHEREOF, Borrower has executed this instrument under seal this 28th day of July, 2016.

BORROWER:


John Ryan Palmer

This instrument was prepared by

Mitchell A. Spears

Attorney at Law

Post Office Box 119

205/665-5102

Montevallo, AL 35115-0119

205/665-5076



20160805000278520 1/2 \$115.50
Shelby Cnty Judge of Probate, AL
08/05/2016 10:27:20 AM FILED/CERT

MORTGAGE

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

JOHN RYAN PALMER, an unmarried man

(herein called "Mortgagor", whether one or many) are justly indebted to

JACK WILLIAMS and ROSELLA M. WILLIAMS

(herein called "Mortgagee", whether one or more), in the sum of **SIXTY FIVE THOUSAND DOLLARS AND 00/100 (\$65,000.00)**, evidenced by Real Estate Mortgage Note executed on even date herewith. And Whereas, Mortgagor 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 Mortgagor,

JOHN RYAN PALMER

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:

Lots 9 and 10, in Block 3, according to survey and map made by H. W. Cannon, a registered surveyor and filed in the Probate Office of Shelby County, Alabama on May 10, 1955 and recorded in Map Book 3, Page 156 in said Probate Office, which said map is entitled "Alabaster Gardens".


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 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; lightening 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 inure 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 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 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 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 hereby secured shall at once become due and payable, and this mortgage subject to foreclosure as now provided by the law in case 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 said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House 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 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 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.

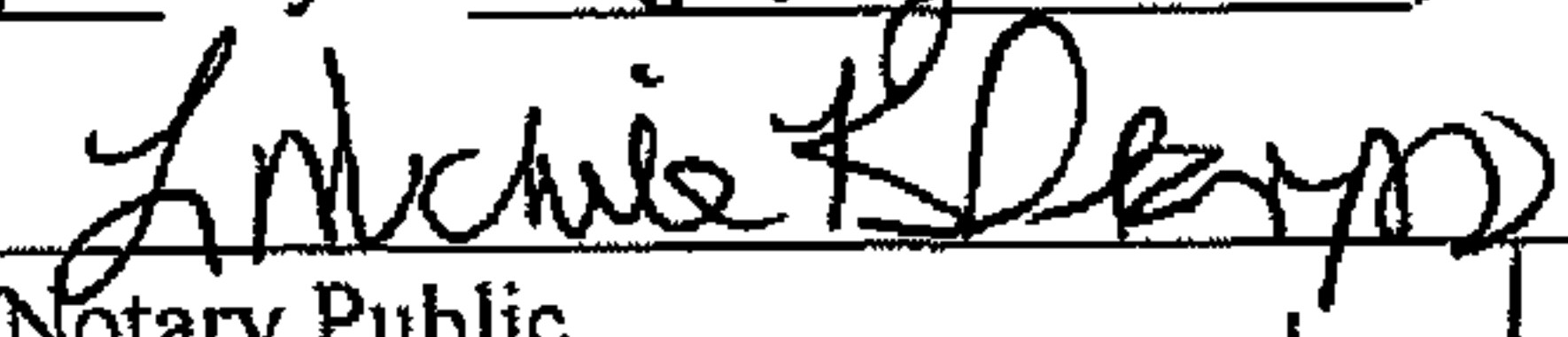
IN WITNESS WHEREOF the undersigned JOHN RYAN PALMER, has hereto set his signature and seal, this 28th day of July, 2016.


JOHN RYAN PALMER

THE STATE of ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that JOHN RYAN PALMER whose name is signed to the foregoing Mortgage, and who is known to me acknowledged before me on this day, that being informed of the contents of the Mortgage, he executed the same voluntarily on the say the same bears date.

Given under my hand and official seal this 28th day of July, 2016.


Notary Public
My commission expires: 5/18/19



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/04/2024 09:24:49 AM
\$46.00 JOANN
20241204000373260

20160805000278520 2/2 \$115.50
Shelby Cnty Judge of Probate, AL
08/05/2016 10:27:20 AM FILED/CERT



Ann S. Byrd