

After Recording Return To:
Shiraz Merchant
1009 Springhill Ln
Birmingham, AL 35242

_____[Space Above This Line For Recording Data]_____
STATE OF ALABAMA) **This is a purchase money mortgage,**
COUNTY OF SHELBY) **the proceeds of which have been**
applied to the purchase price of
the property herein described.

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **WHEREAS**, the Undersigned, Deep South Partners, LLC. (Borrower), is indebted to Shiraz Merchant (Lender) in the principal sum of **One Hundred Thousand and 00/100 Dollars (\$100,000.00)**, which is evidenced by a Note of the undersigned, bearing the same date with this instrument, payable to the order of Shiraz Merchant.

Now, for the purpose of securing the prompt payment of the above described Note when it becomes due, Deep South Partners, LLC (Mortgagor) does grant, bargain, sell and convey unto the said Shiraz Merchant (Mortgagee), the following described real property situated in Shelby County, Alabama:

Lot 12, in Block 8, according to the survey of Southwind, Third Sector as recorded in Map Book 7, Page 25, in the Probate Office of Shelby County, AL.

Parcel ID No.: 23-2-10-3-001-015.000

TO HAVE AND TO HOLD the said property, together with improvements and appurtenances thereto belonging, unto Mortgagee, and to the successors and assigns unto Mortgagee forever.

Mortgagor covenants with Mortgagee that Mortgagor is lawfully seized in fee simple of the said property, that it is free of all encumbrances, except as may be provided herein, that Mortgagor has a good right to sell and convey the same to Mortgagee, and Mortgagor will warrant and defend said property to Mortgagee, and the successors and assigns of Mortgagee, forever against the lawful claims and demands of all persons.

MORTGAGOR COVENANTS AND AGREES AS FOLLOWS:

1. Mortgagor shall properly care for said property and all improvements thereon.
2. Mortgagee, may at any time, without notice, release any of the property described herein, grant extensions or deferments of time or payment of the indebtedness secured hereby, or any part thereof, without affecting the priority of this lien or the liability of Mortgagor.
3. Mortgagor shall permit the Mortgagee or the Mortgagee's representative to examine and inspect the property at any reasonable time.
4. Each covenant and agreement herein contained shall inure to the benefit of and bind the assigns and successors of Mortgagee and Mortgagor.
5. Borrower shall pay all taxes, assessments charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, and Community Association Dues, Fees and Assessments, if any.
6. Furthermore, borrower shall maintain homeowner's insurance equivalent to the loan amount. Lender shall be named as loss payee on said homeowner's insurance policy throughout the term of this mortgage.

BUT THIS CONVEYANCE IS INTENDED TO OPERATE AS A MORTGAGE AND IS SUBJECT TO THE FOLLOWING CONDITIONS:

If Mortgagor pays the indebtedness hereby secured as it becomes due and payable as herein provided, and all covenants and agreements herein are kept and performed, then this conveyance shall be null and void and Mortgagee shall release this Security Instrument.

If there is a default in the payment by more than thirty (30) days, then the whole of said indebtedness shall immediately become due and payable, and said Mortgagee, or assigns, is hereby authorized and empowered to take possession of said property, and with or without taking possession, sell the same before the Courthouse door in the City of **Columbiana**, County of **Shelby**, Alabama, at public outcry to the highest bidder for cash, in bulk or in parcels as said Mortgagee may deem fit, after giving written notice of the time, place, and terms of sale together with a description of the property to be sold, by publication once a week for three successive weeks in a newspaper published in said County; and upon payment of the purchase money, said Mortgagee or the auctioneer or any person conducting said sale is hereby authorized to execute and deliver to the purchaser a foreclosure deed to the property so purchased. The proceeds of such foreclosure sale shall be applied: first, to the payment of expenses incurred in making the sale, including reasonable attorney's fees; second, to the payment of the amount that may be due on the debt secured by this mortgage with all interest due respectively thereon to the date of such sale; third, the balance, if any, shall be paid to Mortgagor or any party or parties entitled thereto.

BY SIGNING BELOW, Borrower/Mortgagor accepts and agrees to the terms and covenants contained in this Security Instrument this 12th day of December, 2024.

Deep South Partners, LLC.

By: Derek C. Lemke
Its: Sole Member

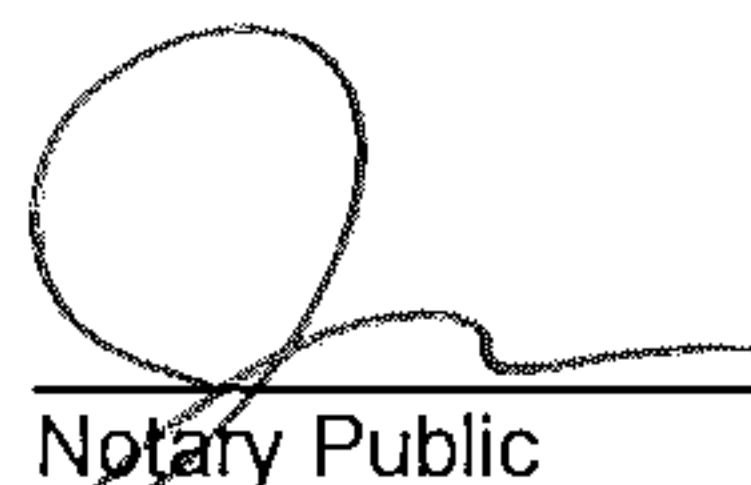
[Space Below This Line For Acknowledgment]

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that XXXX, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, and with full authority as XXXX,, he/she, executed the same voluntarily on the day the same bears date.

Given under my hand and Official seal this 12th day of December, 2024



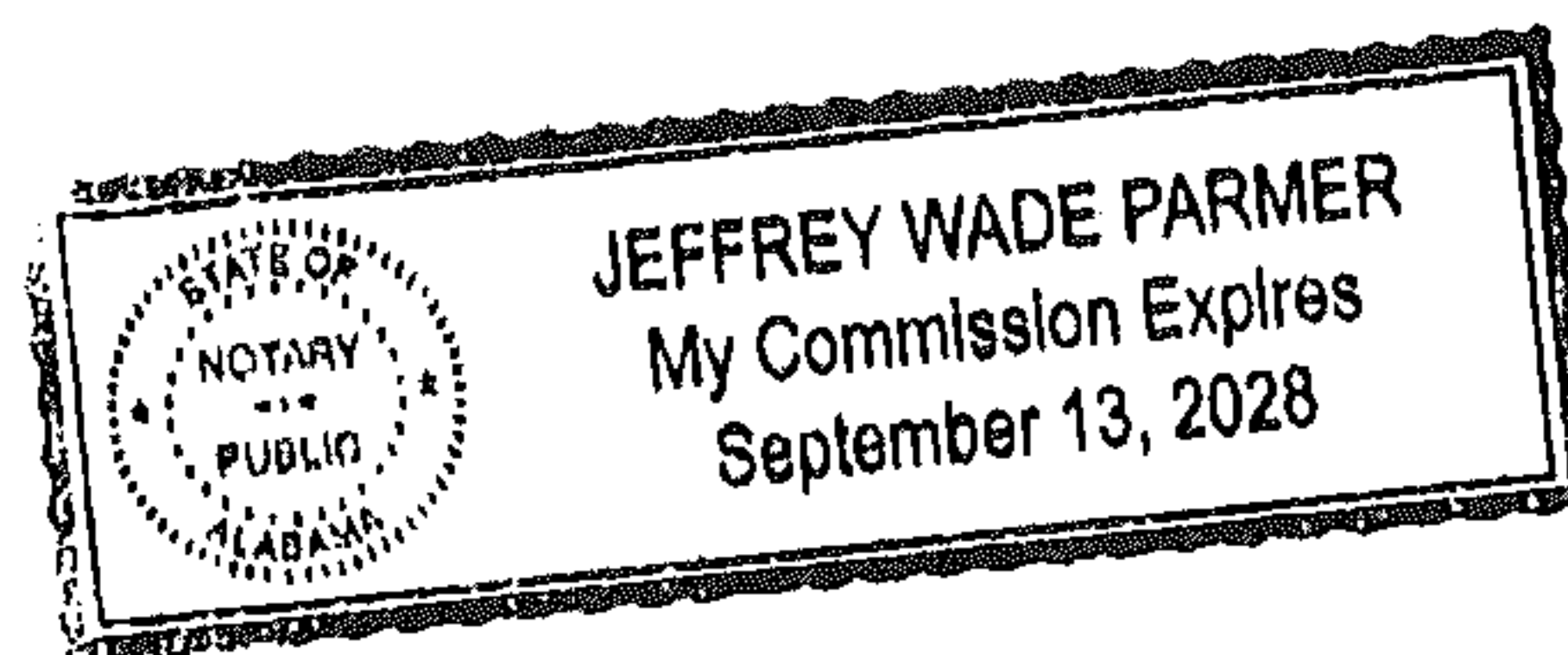
Notary Public

My Commission Expires: 9-13-2028

This Instrument Prepared by:

Shiraz Merchant

1009 Springhill Lane
Birmingham, AL 35242



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/19/2024 12:51:04 PM
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