THIS INSTRUMENT PREPARED BY:
Clayton T. Sweeney, Attorney at Law
2700 Highway 280 East, Suite 160
Birmingham, AL 35223

MORTGAGE

State of Alabama }
County of Shelby }

Know all Men by These Presents, that whereas the undersigned, **Jawina M. Ruth and husband, Reginald Ruth, and Spencer Barnett, an unmarried man,** is justly indebted to **Hallmark Mortgage, Inc., an Alabama corporation**, whose address is P.O. Box 26101, Birmingham, AL 35260, for the sum of Eighty Five Thousand and NO/100 Dollars, ($85,000.00), as evidenced by a promissory note of even date and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due, according to the terms therein.

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, **Jawina M. Ruth and husband, Reginald Ruth, and Spencer Barnett, an unmarried man,** (hereinafter collectively called "Mortgagor") does hereby grant, bargain, sell and convey unto the said **Hallmark Mortgage, Inc.** (hereinafter called "Mortgagee") the following described real property situated in **Shelby** County, Alabama, to-wit:

Lot 17, according to the Survey of Old Virginia First Addition, as recorded in Map Book 8, Page 22, in the Probate Office of Shelby County, Alabama.

Property Address: 4513 Oxford Road, Birmingham, AL35242

Parcel ID No. 09-3-06-0-001-007.003

This is a purchase money mortgage. The entire proceeds of the loan are being applied to the purchase price of the herein described real property being conveyed simultaneously herewith.

Jawina M. Ruth is one and the same person as Jawina Ruth.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgage for taxes, assessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date for payment by said Mortgagee, and be at once due and payable. Mortgagee shall have the option to require Mortgagor to pay one twelfth of taxes, insurance, fires dues and library dues and collect as part of the monthly installment payment.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburse said Mortgagee for any amounts Mortgagee, may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 case of past due mortgages, and the said Mortgagee 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said sale; First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amount that may have been expended, or that it may be necessary then 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to executed a deed to the purchase thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under the terms hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under the terms hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collections of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agent and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, **Jawina M. Ruth and husband, Reginald Ruth, and Spencer Barnett, an unmarried man**, have hereunto set their hands and seals on this the 25th day of February, 2025.

MORTGAGOR:

Jawina M. Ruth

Reginald Ruth

Spencer Barnett

By: Jawina M. Ruth, his Attorney-in-Fact

STATE OF ALABAMA }
COUNTY OF JEFFERSON }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Jawina M. Ruth and husband, Reginald Ruth**, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 25th day of February, 2025.

CLAYTON T. SWEENEY NOTARY My Comm. Expires June 2, 2027 PUBLIC ALABAMA STATE AT LARGE

Notary Public
My Commission expires: 06/02/2027

STATE OF ALABAMA }
COUNTY OF JEFFERSON }

Power of Attorney Notary Acknowledgment

I, Clayton T. Sweeney, a Notary Public, in and for said county and in said state, hereby certify that **Jawina M. Ruth,** whose name as Agent or Attorney in Fact for **Spencer Barnett**, under that certain Limited Durable Power of Attorney recorded simultaneously herewith in Instrument No. 20230816000247270, in the Probate Office of Shelby County, Alabama, 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, she, in her capacity as such Agent or Attorney in Fact, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this the 25th day of February, 2025.

CLAYTON T. SWEENEY NOTARY My Comm. Expires June 2, 2027 PUBLIC ALABAMA STATE AT LARGE

Notary Public
My commission expires: 06/02/2027

SHELBY COUNTY ALABAMA

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County Clerk
Shelby County, AL
02/27/2025 11:07:29 AM
$157.50 BRITTANI
20250227000057920

Allen S. Boyd