

This instrument was prepared by:
Bruce L. Gordon
Gordon, Dana & Gilmore, LLC
600 University Park Place, Suite 100
Birmingham, AL 35209

MORTGAGE

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That whereas, STACY LYNN BAILEY, RONI AYN NUBY, GINGER MARIE STAPP and MIKEL RAY STAPP (hereinafter collectively called "Mortgagor", are justly indebted to GORDON, DANA & GILMORE, LLC (hereinafter called "Mortgagee"), in the sum of Sixteen Thousand Five Hundred and no/100 Dollars (\$16,500.00), evidenced by a Promissory Note in the amount of \$16,500.00 from Mortgagor to Mortgagee (the "Promissory Note").

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, 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:

Lot 442, according to the Final Plat of Forest Lakes Sector 5, as recorded in Map Book 34, Pages 122A, 122B and 122C in the Probate Office of Shelby County, Alabama.

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; all amounts so expended by said Mortgagee for taxes or assessments 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. This Mortgage may not be assumed, assigned or transferred without the prior written approval of the Mortgagee. This Mortgage shall also become in default if the undersigned shall become in default under the terms and conditions of the

Promissory Note executed simultaneously herewith.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes and assessments, and 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 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 be subject to foreclosure as now provided by 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 agrees that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agrees to pay a reasonable attorney's fee to said Mortgagee or assigns for the foreclosure of this Mortgage, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF, the undersigned Mortgagor has caused this Mortgage to be executed this 6th day of March, 2025.

Stacy Lynn Bailey
Stacy Lynn Bailey

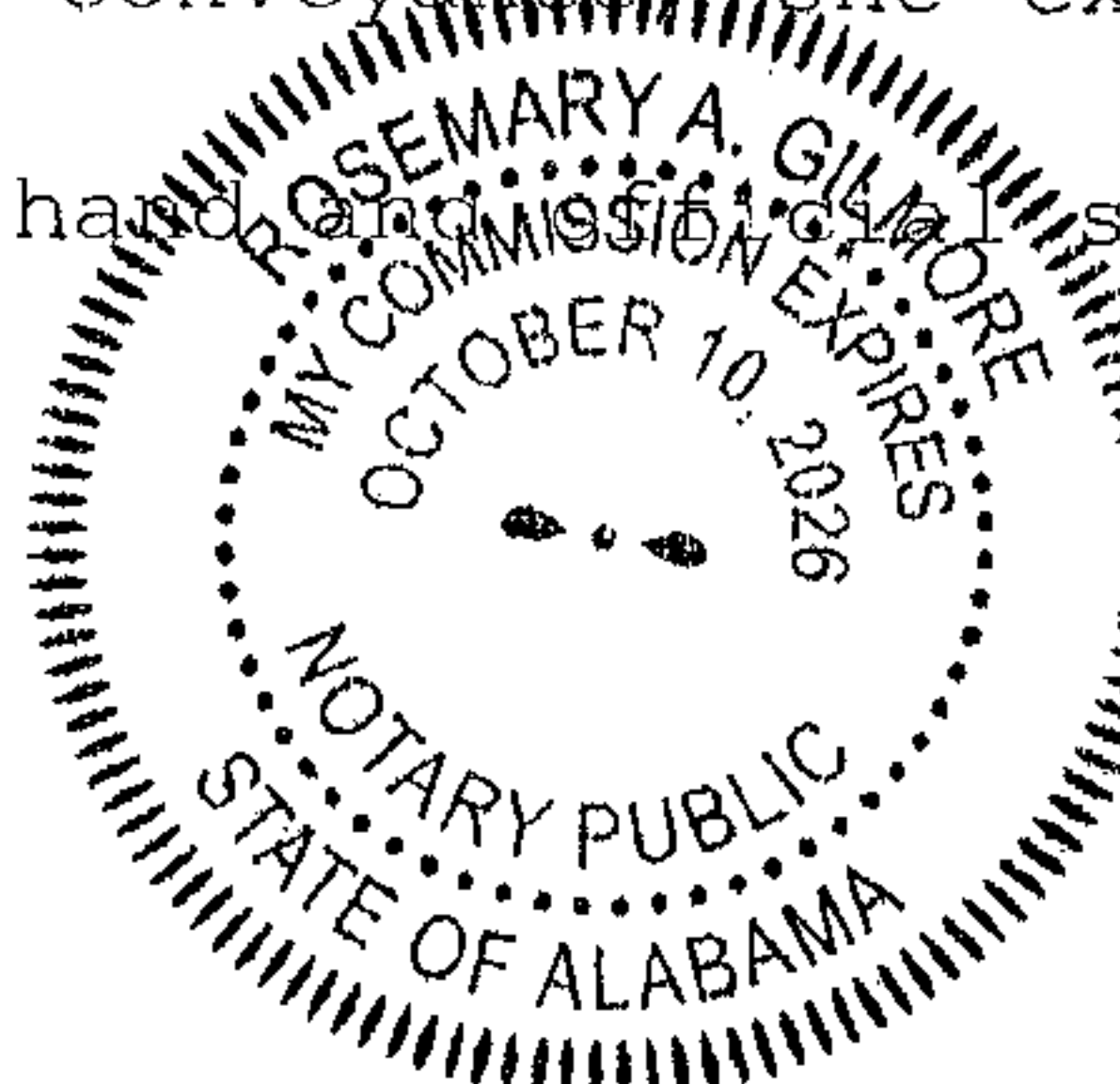
THE STATE OF ALABAMA

COUNTY OF Jefferson

I, a Notary Public in and for said County, in said State, hereby certify that STACY LYNN BAILEY, 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 such conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 6th day of March, 2025.

(SEAL)



Rosemary A. Gilmore
Notary Public
My Commission Expires: _____



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 03/07/2025 02:39:24 PM
 \$54.75 JOANN
 20250307000069100

Alex S. Bayl

Roni Ayn Nuby
 RONI AYN NUBY

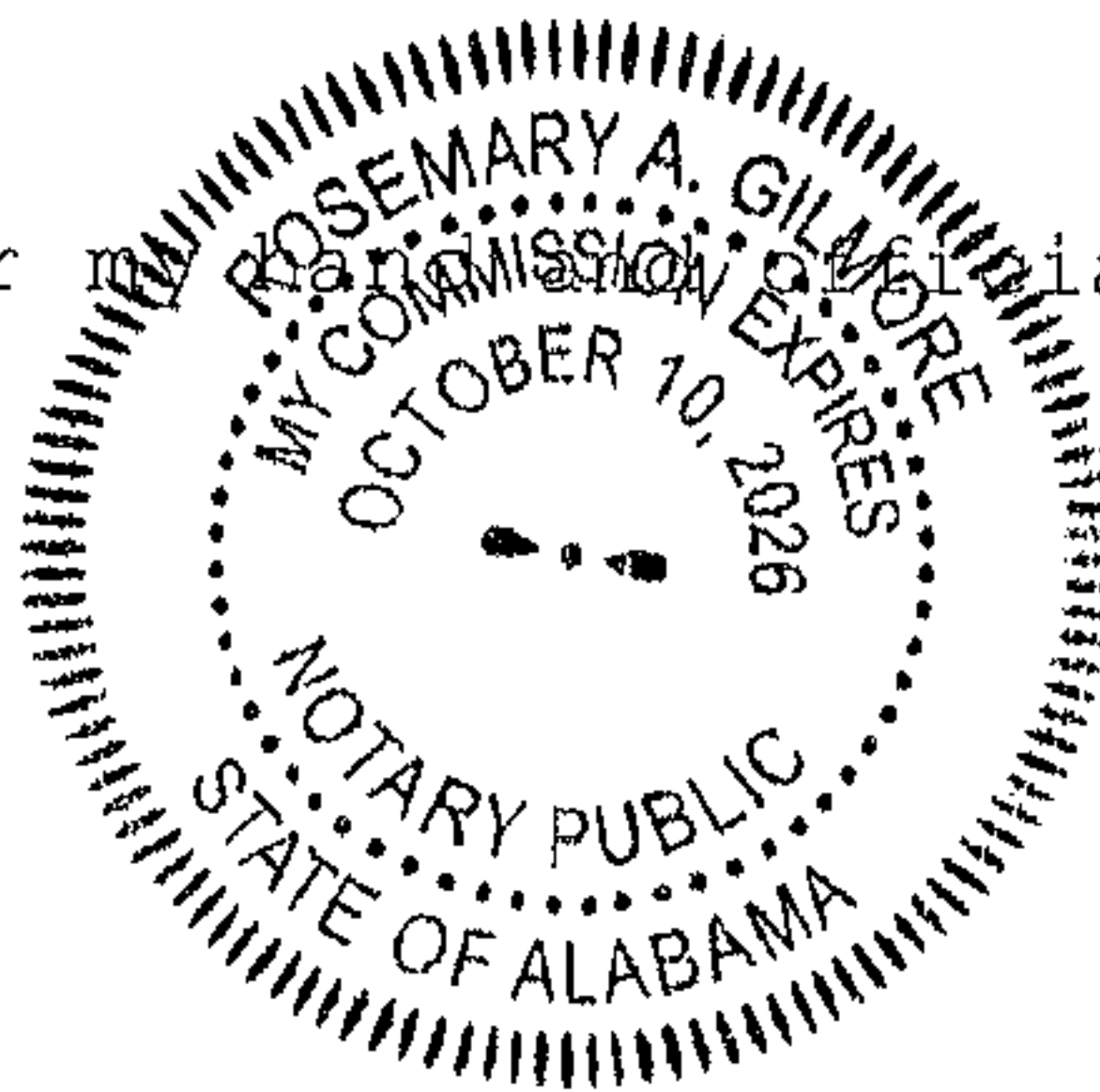
THE STATE OF ALABAMA

COUNTY OF *Jefferson*

I, a Notary Public in and for said County, in said State, hereby certify that RONI AYN NUBY, 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 such conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this *6th* day of March, 2025.

(SEAL)



Rosemary A. Gilmore
 Notary Public

Ginger Marie Stapp
 GINGER MARIE STAPP

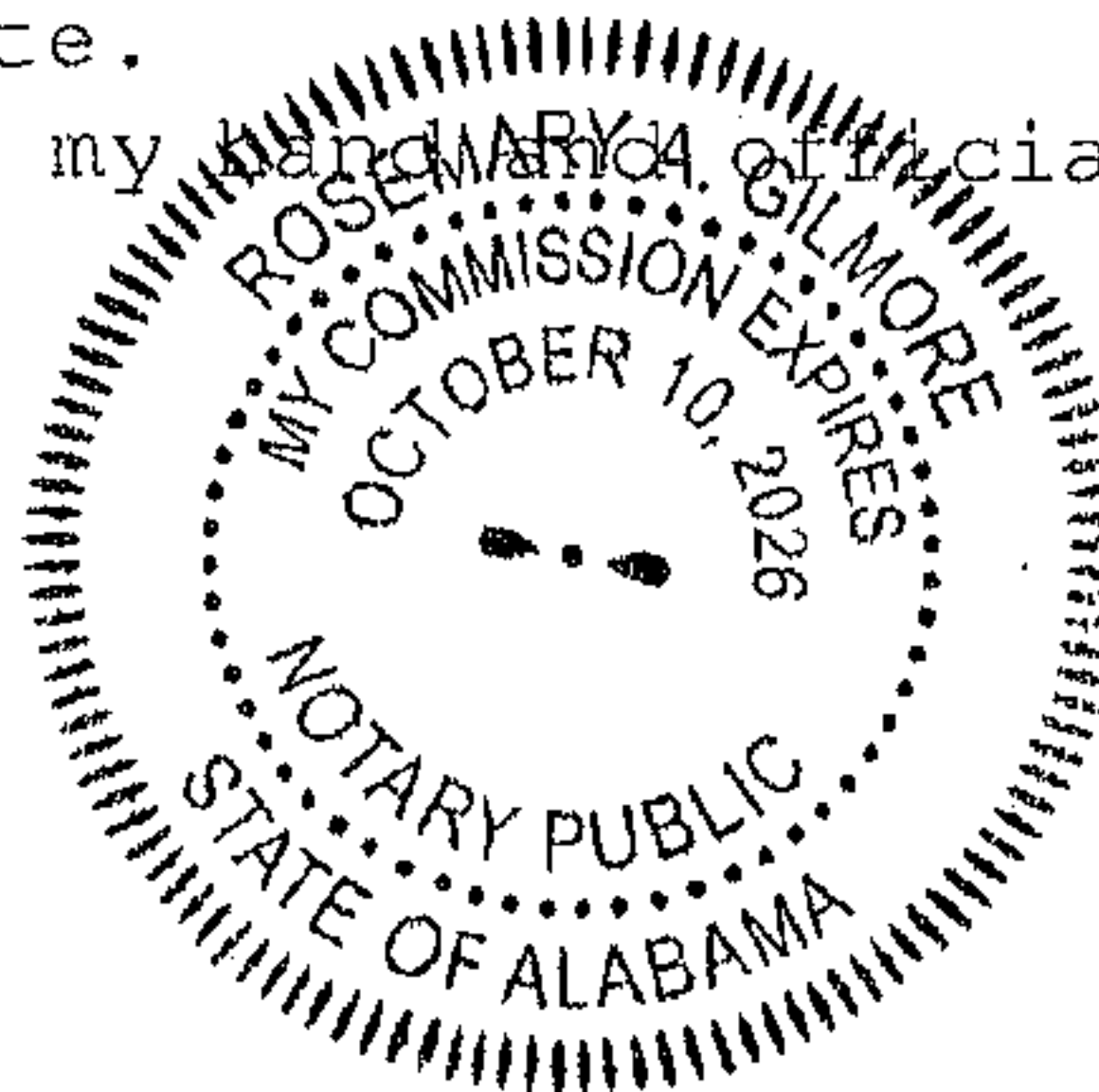
THE STATE OF ALABAMA

COUNTY OF *Jefferson*

I, a Notary Public in and for said County, in said State, hereby certify that GINGER MARIE STAPP, 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 such conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this *6th* day of March, 2025.

(SEAL)



Rosemary A. Gilmore
 Notary Public

My Commission Expires: _____

Mikel Ray Stapp
 MIKEL RAY STAPP

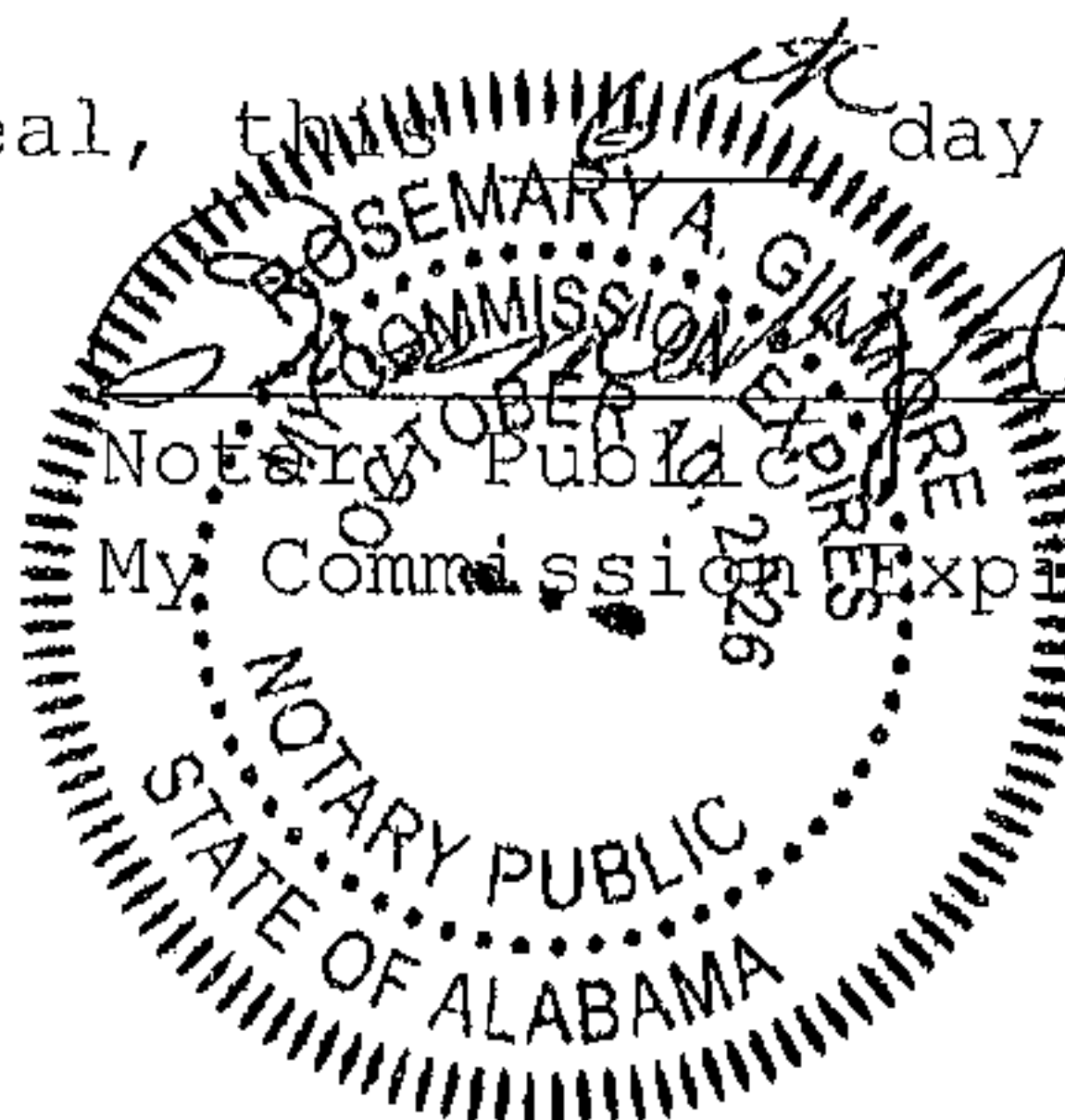
THE STATE OF ALABAMA

COUNTY OF *Jefferson*

I, a Notary Public in and for said County, in said State, hereby certify that MIKEL RAY STAPP, 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 such conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this *6th* day of March, 2025.

(SEAL)



Rosemary A. Gilmore
 Notary Public
 My Commission Expires: _____