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Shelby Cnty Judge of Probate, AL
03/20/2025 10:58:58 AM FILED/CERT

STATE OF ALABAMA)
 :
SHELBY COUNTY)

MORTGAGE

THIS INDENTURE made and entered into to be effective the 18th day of March, 2025, by and between **Tabin Properties, LLC**, an Alabama limited liability company located at 1086 Eagle Nest Circle, Birmingham, Alabama 35242 (hereinafter referred to as "**MORTGAGOR**"), and **Whitney G. Morgan**, a married man residing in the State of Alabama at 3560 Rockhill Road, Mountain Brook, Alabama 35223 (hereinafter referred to as "**MORTGAGEE**").

WITNESSETH:

WHEREAS, the MORTGAGOR is justly indebted to the MORTGAGEE in the principal sum of **THREE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$340,000.00)** as evidenced by a promissory note of even date herewith and payable according to the terms provided in said note; and,

WHEREAS, MORTGAGOR agreed, incurring this indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW, THEREFORE, the MORTGAGOR, in consideration of the premises, and to secure the payment of said indebtedness and the compliance with all the stipulations herein contained, has bargained and sold, and does hereby grant, bargain, sell, alien, and convey unto the MORTGAGEE, his successors and assigns, the following described real estate (hereinafter, the "**Real Estate**"), lying and being situated in the County of Shelby, State of Alabama, to-wit:

See **Exhibit A** attached hereto and made a part hereof by reference.

TOGETHER WITH all buildings, materials, equipment, fixtures and fittings of every kind or character now owned or hereafter constructed or acquired by the MORTGAGOR for the purpose of improving, or used or useful in connection with the improvements located or to be located on, the Real Estate, whether such materials, equipment, fixtures and fittings are actually located on or adjacent to the Real Estate or not, and whether in storage or otherwise, wheresoever the same may be located. The personal property herein conveyed and mortgaged shall include, without limitation, all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building material and equipment of every kind and character used or useful in connection with said improvements. The Mortgaged Property, as hereinafter defined, shall include all rights, privileges, tenements, and appurtenances thereunto belonging or in any wise appertaining to the Real Estate, including screen windows and doors, gas, steam, electric and other heating, lighting and cooking apparatuses, elevators, ice boxes, plumbing and other fixtures attached and/or appertaining to the Real Estate, all of which shall be deemed realty and conveyed by this mortgage.

The Real Estate, land, premises, estates, buildings, improvements, fixtures, furniture and personal property, and all rights, privileges, tenements and appurtenances thereunto, shall be referred to hereinafter as the "**Mortgaged Property**."

TO HAVE AND TO HOLD the Mortgaged Property, and every part thereof, unto the MORTGAGEE, his successors and assigns forever. And the undersigned covenants with the MORTGAGEE that the undersigned is lawfully seized in fee simple of said Mortgaged Property and has a good right to sell and convey the same as aforesaid; that the said Mortgaged Property is free of all encumbrances and the undersigned will warrant and forever defend the title to the same unto the MORTGAGEE, his successors and assigns, against the lawful claims of all persons whomsoever.

The undersigned agrees to take good care of the Mortgaged Property, and not to commit or permit any



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waste thereon or thereof, and to keep the same repaired, and at all times to maintain the same in as good condition as such Mortgaged Property is now presently, reasonable wear and tear alone excepted.

The MORTGAGOR will pay promptly, when and as due, and, if requested, will exhibit promptly to the MORTGAGEE receipts for the payment of, all taxes, assessments, water rates, utility charges, dues, charges, fines, penalties, liens, costs and other expenses incurred, and impositions of every nature whatsoever imposed, levied or assessed or to be imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon the interest of the MORTGAGEE in the Mortgaged Property, or any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property prior to or equal to the lien of this Mortgage for any amounts secured hereby, or would have priority or equality with this Mortgage for any amounts secured hereby or would have priority or equality with this Mortgage in distribution of the proceeds of any foreclosure sale of the Mortgaged Property or any part thereof (each being hereinafter referred to as an "Assessment" and, collectively, the "Assessments"). If the MORTGAGOR shall default in the payment of any Assessment, then the MORTGAGEE may, but shall not be obligated to, pay the same, with such payments being added to the amount secured by this Mortgage, and with such payments being, without demand, immediately due and payable to MORTGAGEE by MORTGAGOR with interest thereon calculated at the Default Rate of Interest, as defined in the promissory note of even date herewith.

The MORTGAGOR will procure for, deliver to, and maintain for the benefit of the MORTGAGEE, during the life of this Mortgage, insurance policies in such amounts as the MORTGAGEE shall require insuring the Mortgaged Property against fire, extended coverage, and such other insurable hazards, casualties and contingencies as the MORTGAGEE may require. The form of such policies and the companies issuing them shall be acceptable to the MORTGAGEE, and such policies shall be held by MORTGAGEE as part of the security for the indebtedness secured hereby. At least fifteen (15) days prior to the expiration date of all such policies, renewals thereof satisfactory to the MORTGAGEE shall be delivered to the MORTGAGEE. The MORTGAGOR shall deliver to the MORTGAGEE receipts evidencing the payment of the premiums of all such insurance policies and renewals thereof during the life of this Mortgage. In the event of the foreclosure of this Mortgage or any transfer of title to the Mortgaged Property in partial or full extinguishment of the indebtedness secured hereby, all right, title and interest of the MORTGAGOR in and to all insurance policies then in force shall pass to the purchaser or grantee. If the MORTGAGOR fails to keep the Mortgaged Property insured as set forth herein, MORTGAGEE may, but shall not be obligated to, insure the Mortgaged Property for its insurable value against loss by fire and other hazards, casualties and contingencies, for his own benefit, and any amount expended for payment of the premiums for such insurance shall be added to the amount secured by this Mortgage and, without demand, immediately due and payable to MORTGAGEE by MORTGAGOR with interest thereon calculated at the Default Rate of Interest, as defined in the promissory note of even date herewith.

MORTGAGOR agrees to pay all costs, including reasonable attorney's fees, incurred or paid by MORTGAGEE in (a) collecting or securing, or attempting to collect or secure, the indebtedness secured hereby, the promissory note of even date herewith, or any part thereof; (b) in defending or attempting to defend the priority of this Mortgage against any lien on the Mortgaged Property; or (c) the foreclosure of this Mortgage, either under the power of sale stated herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred or paid by MORTGAGEE shall be a part of the debt secured by the Mortgage, in addition to the indebtedness specially secured hereby; it shall bear interest from the date it is paid or incurred at the Default Rate of Interest, as defined in the promissory note of even date herewith, and it shall at once be due and payable.

The undersigned agrees that no delay or failure of the MORTGAGEE to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of his right to exercise such option, or to declare MORTGAGOR'S forfeiture of the Mortgaged Property, either as to any past, present or future default, and it is further agreed that no terms or conditions contained in this mortgage can be waived, altered or changed except as evidenced in writing, signed by the undersigned, and by the MORTGAGEE.

UPON CONDITION, HOWEVER, that if the MORTGAGOR pays said indebtedness secured by this mortgage, and reimburses said MORTGAGEE, his successors or assigns for any amounts MORTGAGEE, his successors or assigns may have expended in payment of taxes and insurance or other liens, and interest thereon, and shall do and perform all other acts and things herein agreed to be done, this conveyance to be null and void. But if MORTGAGOR shall fail to pay, or cause to be paid, the whole or any portion of the principal sum, or any installment of interest thereon, or any other sum the payment of which is hereby secured, as they or any of them mature, either by lapse of time or otherwise, in accordance with the agreements and covenants herein contained and/or contained in the promissory note of even date herewith issued by MORTGAGOR to MORTGAGEE; or



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should the interest of said MORTGAGEE in the Mortgaged Property become endangered by reason of the enforcement of any prior lien or encumbrance thereof, so as to endanger the debt hereby secured; or should any law, either Federal or State, be passed imposing or authorizing the imposition of any tax upon this mortgage or the debt hereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage, or by virtue of which any tax or assessment upon the Mortgaged Property shall be chargeable against the owner of this mortgage; or should at any time any of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction, then, in any one of said events, each of which shall be referred to herein as an "Event of Default," the whole of the indebtedness hereby secured, or any portion of part of same as may not at said date have been paid, with interest thereof, shall at once become due and payable at the option of MORTGAGEE, and this mortgage shall be immediately subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages. Upon the occurrence of an Event of Default, the MORTGAGEE, his agents, successors or assigns shall be authorized to take possession of Mortgaged Property, and with or without first taking possession, after giving twenty-one (21) days' notice by publication once a week for three consecutive weeks, of the time, place and terms of sale, in some newspaper published in the County wherein said property is located, sell the same in front of the courthouse door of the County wherein said property is located, 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 the Mortgaged Property, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that may then be necessary to expend, in paying insurance, taxes and/or other encumbrances, with interest thereof; Third, to the payment in full of the principal indebtedness and interest thereof, 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 MORTGAGOR.

And the undersigned further agrees that said MORTGAGEE, his successors, or assigns, may bid at any sale had under the terms of this mortgage, and purchase said property, if the highest bidder therefore, and the undersigned further agrees to pay a reasonable attorney's fee to said MORTGAGEE, his successors or assigns, for the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction, said fee to be part of the debt hereby secured.

In the event of a sale hereunder, the MORTGAGEE, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the undersigned a good and sufficient deed to the property sold.

The undersigned agrees that the debt hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided, at the option of the holder hereof, when and if any statement of lien is filed and/or recorded as an encumbrance upon the Mortgaged Property 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, or which such statement is based.

Plural or singular words used herein to designate the undersigned, the MORTGAGOR, shall be construed to refer to the maker or makers of this mortgage, whether one or more persons, or a corporation; and, all covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned, and every option, right and privilege herein reserved or secured to the MORTGAGEE shall inure to the benefit of his successors and assigns.

The said indebtedness of \$340,000.00 is secured hereby in accordance with a promissory note of even date herewith, the terms of which are incorporated as a part hereof. In the event of MORTGAGOR'S default under the terms of said promissory note, or any other contract or agreement between MORTGAGOR and MORTGAGEE, such default shall be an Event of Default entitling the MORTGAGEE herein to foreclose this mortgage in accordance with the terms hereof.

[signatures on following page]



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IN WITNESS WHEREOF, **Julio Tabin**, in his capacity as the Sole Member of Tabin Properties, LLC, has caused this instrument to be signed by his hand to be effective on the 18th day of March, 2025.

TABIN PROPERTIES, LLC, an Alabama limited liability Company

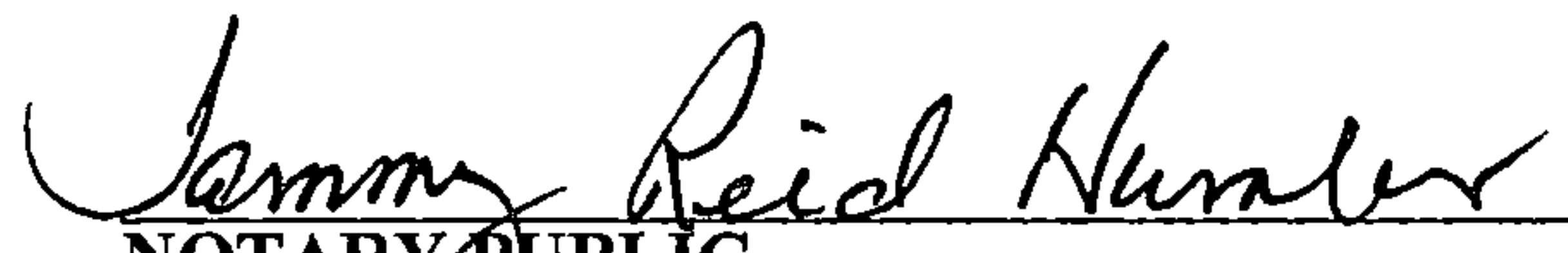
By: 
Name: Julio Tabin
Its: Sole Member

ACKNOWLEDGEMENT

STATE OF ALABAMA)
 :
SHELBY COUNTY)

I, the undersigned authority, in and for said County and State aforesaid, hereby certify that Julio Tabin, whose name is signed to the foregoing instrument, in his capacity as the Sole Member of Tabin Properties, LLC, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he signed the same in his capacity as the Sole Member of such limited liability company with full authority and voluntarily.

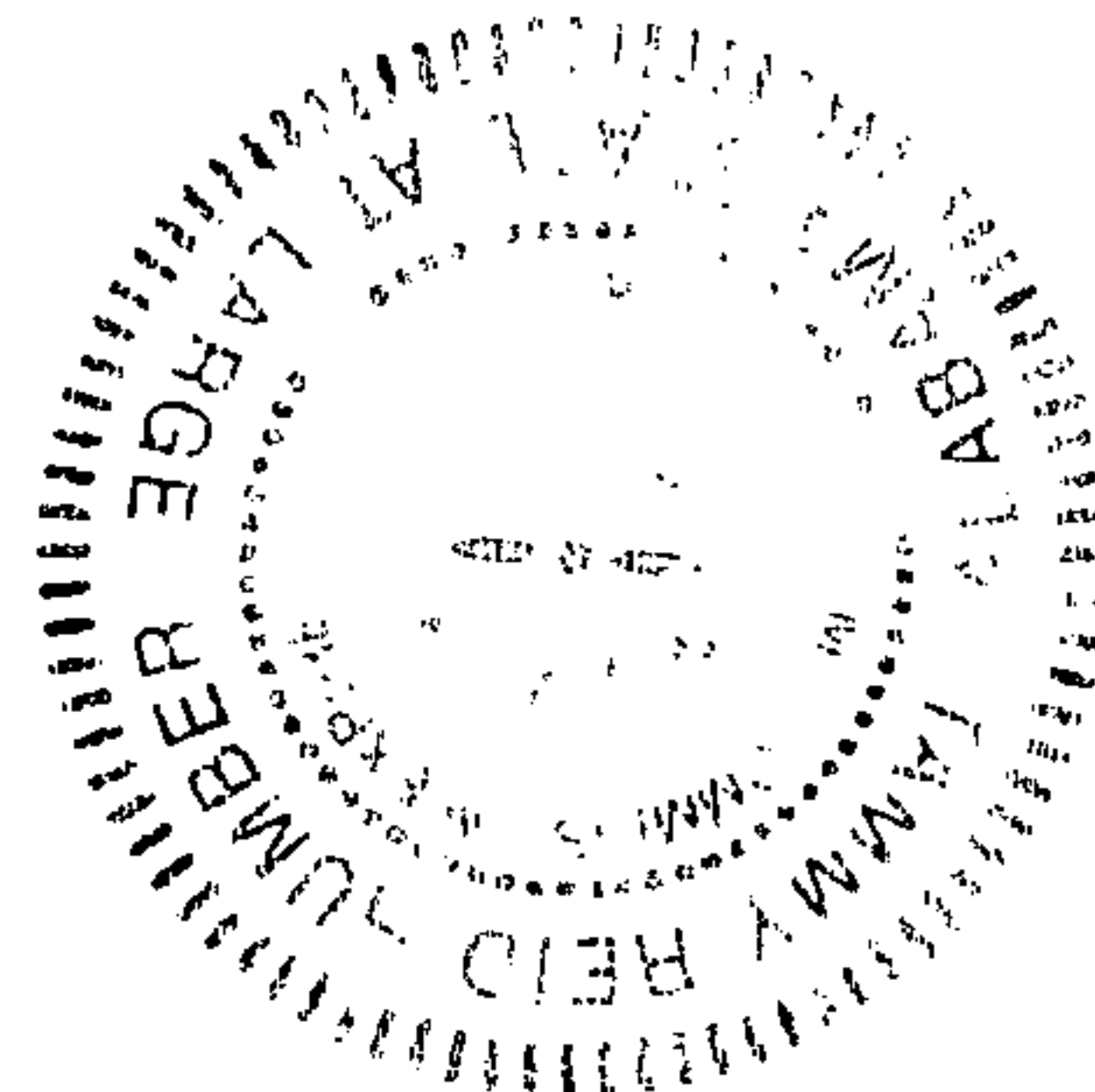
Given under my hand and official seal, this the 18th day of March, 2025.


NOTARY PUBLIC

My Commission Expires: 12-16-2028

This instrument prepared by:

Russell M. Cunningham, IV
Cunningham Firm, LLC
Landmark Center, Suite 500
2100 1st Avenue North
Birmingham, AL 35203





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EXHIBIT A

Legal Description

COMMENCE AT A 3" CAPPED PIPE BEING THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE RUN SOUTH ALONG THE WEST LINE OF SAID 1/4 - 1/4 LINE A DISTANCE OF 331.17 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF SAID 1/4 - 1/4 LINE A DISTANCE OF 139.63 FEET TO A POINT; THENCE LEAVING THE WEST LINE OF SAID 1/4 - 1/4 LINE TURN A DEFLECTION ANGLE TO THE LEFT OF 61°24'07" AND RUN SOUTHEASTERLY A DISTANCE OF 197.61 FEET TO A FOUND 1" OPEN TOP BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF CAHABA VALLEY ROAD; THENCE TURN A DEFLECTION ANGLE TO THE LEFT OF 84°13'52" AND RUN NORTHEASTERLY ALONG SAID ROAD RIGHT-OF-WAY A DISTANCE OF 290.35 FEET TO A FOUND 1" OPEN TOP; THENCE LEAVING SAID ROAD RIGHT-OF-WAY TURN A DEFLECTION TO THE LEFT OF 125°17'28" AND RUN WESTERLY A DISTANCE OF 337.44 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 52,098 SF OR 1.20 ACRES MORE OR LESS.