

THIS INSTRUMENT WAS PREPARED BY:

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20250408000104630 1/3 \$3028.00
Shelby Cnty Judge of Probate, AL
04/08/2025 02:47:12 PM FILED/CERT

MORTGAGE

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned **GLEN STEVEN HENRY** and **DEROTHA MONTGOMERY HENRY**, husband and wife ("Mortgagor"), has become justly indebted to **TIMOTHY M. FULMER** ("Mortgagee"), in the amount of **TWO MILLION DOLLARS (\$2,000,000)** evidenced by a promissory note dated as of April 7, 2025 (the "Note"); and whereas it is desired by the Mortgagor to secure the prompt payment of said indebtedness with interest when the same falls due.

NOW, THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Mortgagor, does hereby grant, bargain, sell and convey unto Mortgagee, effective as of April 7, 2025 the following described real property situated in Shelby County, Alabama, to-wit (the "Property"):

SEE SCHEDULE A ATTACHED HERETO

Said Property has an address of 274 Wehapa Circle, Leeds, AL 35094.

TO HAVE AND TO HOLD the above Property unto the said Mortgagee forever.

Upon condition, however, that if the said Mortgagor pays said indebtedness then this conveyance to be null and void, but 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, 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 Property hereby conveyed and with or without first taking possession, after giving 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 as Mortgagee may deem best, in front of the Courthouse 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 amounts 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



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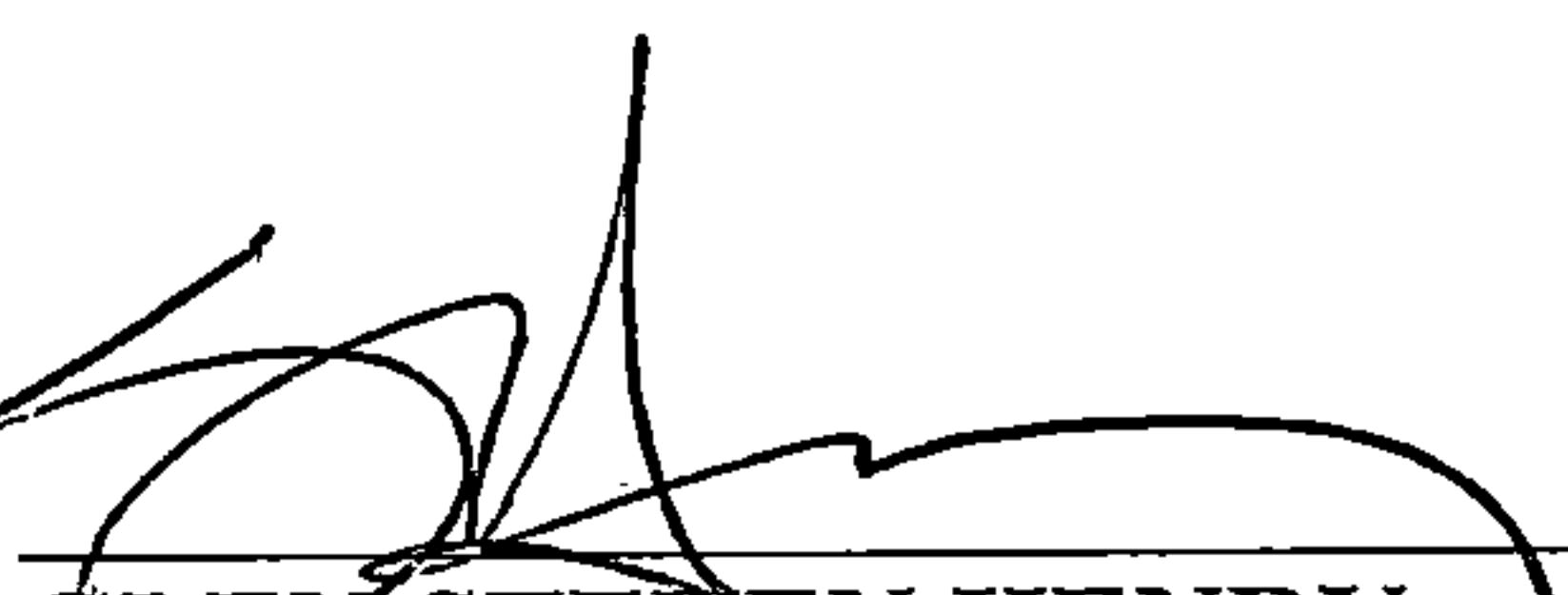
have fully matured, at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agrees that said Mortgagee may bid at said sale and purchase said Property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser 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 judicial foreclosure of this mortgage, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

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.

Said mortgaged Property is the homestead of the Mortgagor.

IN WITNESS WHEREOF, we have hereunto set our hands and seals effective as of the 7th day of April, 2025.

MORTGAGOR:


GLEN STEVEN HENRY


DEROTHA MONTGOMERY HENRY

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Glen Steven Henry and Derotha Montgomery Henry, husband and wife, 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 7th day of April, 2025.

(SEAL)


Notary Public
My Commission Expires: 3/18/29



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EXHIBIT A

Description of the Property

Lot 3-A, according to the Map of Lake Wehapa, situated in the Southwest $\frac{1}{4}$, and Southwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$ of Section 8, Township 18 South, Range 1 East, and the Northeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$ of Section 17, Township 18 South, Range 1 East, according to the Map as recorded in Map Book 4, on Page 62, in the Probate Office of Shelby County, Alabama.