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Shelby Cnty Judge of Probate, AL  
06/05/2025 08:59:58 AM FILED/CERT

STATE OF ALABAMA )

THIS DOCUMENT PREPARED BY:

John T. Carney, Jr.

Carney Law, LLC

COUNTY OF SHELBY )

3500 Colonnade Parkway, Suite 100

Birmingham, AL 35243

(205) 802-0696

**MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS, that whereas, **ERNEST EDWARD BRASWELL and SHARON ANN BRASWELL**, a married couple (hereinafter collectively called the "Mortgagor"), are justly indebted to **SARAH ROBERTS** (hereinafter called the "Mortgagee"), in the sum of Two Thousand One Hundred Dollars and NO/100 (\$2,100.00), evidenced by that certain negotiable note executed of even date herewith, and all renewals and extensions thereof, (the "Note") and whereas, the 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 all that real property in the County of Shelby, State of Alabama, described as follows, to-wit:

Lot 30-A, according to the Map of Southlake Townhomes, Second Addition, being a Resurvey of Lots 21 through 43, a part of 44, and acreage, Southlake Townhomes, as recorded in Map Book 13 page 66 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Mineral and mining rights excepted.

TOGETHER WITH any and all buildings and improvements erected or hereinafter erected thereon.

TOGETHER WITH all and singular the rights, members, privileges, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the premises unto the Mortgagee, its heirs and assigns, forever.

Providing always, and these presents are upon the express conditions, that if the Mortgagor shall well and truly pay to the Mortgagee the said sum (including interest) referenced in that certain negotiable note bearing even date herewith executed by the said Mortgagor, said note being payable to the Mortgagee; and if the Mortgagor shall perform



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all the covenants and agreements herein contained, then these presents shall be void; otherwise they shall remain in full force and effect. This mortgage is given to secure the payment of the above described promissory note and all renewals and extensions thereof.

THE MORTGAGOR FURTHER EXPRESSLY AGREES AND COVENANTS:

1. That they are the lawful fee simple owners of the land, and have the right to convey the same, and will warrant and defend the premises, with the above mentioned appurtenances, to the Mortgagee, her heirs and assigns forever, against all lawful claims and demands whatsoever, except those set forth herein;

2. The conveyance of the above described property and all warranties of the Mortgagor hereunder, either express or statutory, are made subject to any lien of taxes hereafter falling due;

3. To pay said Note, and all renewals and extensions thereof, and installments of principal and interest thereon, when they respectively fall due;

4. To pay any and all promissory note(s) secured by any other mortgage(s) encumbering the above described property when they respectively fall due, and further, the Mortgagor shall not default in the payments of the said note(s), or default in any of the terms of said mortgage(s);

5. Upon default in the payment of any installment of principal or interest on said note or upon default in the performance of any of the covenants and agreements contained herein, the Mortgagee may declare the entire principal sum of said indebtedness and interest thereon immediately due and payable, and further may initiate foreclosure proceedings without notice to the Mortgagor, and the Mortgagor hereby vests the Mortgagee with full power and authority, upon the happening of any such default, to sell said property at public outcry at the front door of the courthouse of said County, for cash to the highest bidder, after first giving 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 (3) consecutive weeks in a newspaper published in said County; to make proper conveyance to the purchaser in the name of the Mortgagor; and the proceeds of said sale to apply, first, to the payment of the costs of said sale, including a reasonable attorney's fee, second, to the payment of the amount of said principal indebtedness, whether due or not, together with the unpaid interest thereon to the date of sale, and any amount that may be due the Mortgagee by virtue of any of the special liens herein declared; and third, the balance, if any, to pay over to the said Mortgagor;

6. Any transfer by sale, gift, devise, operation of law, or otherwise, of the fee title interest in all or any portion of the mortgaged premises, without the written consent of the Mortgagee, shall have the same consequences as an event of default respecting the indebtedness secured hereby, and upon such transfer, the Mortgagee, without prior notice or the elapse of any period of grace or the right to cure, shall have the right to declare all sums secured hereby immediately due and payable, and, upon failure by the Mortgagor to



make such payment within thirty (30) days of written demand therefor, the Mortgagee shall have the right to exercise all remedies provided in the note, this mortgage or otherwise at law;

7. To pay promptly all taxes, assessments, liens, or other charges which may be, or become, effective against said property, regardless of whether or not the same may be excepted from the warranties hereinabove, together with all penalties, costs and other expenses incurred, or which may accrue, in connection therewith;

8. To keep any buildings or other improvements now or which may hereafter be erected upon said property in good repair and condition and insured against fire and lightning and against other hazards, casualties and contingencies and for such periods as may be required by the Mortgagee, by policies issued by good and solvent insurance companies approved by the Mortgagee, which policies shall be deposited with the Mortgagee and shall provide that loss, if any, shall be payable to the Mortgagee as the Mortgagee's interest may appear, such policies to be in such amounts, not exceeding the insurable value of the said buildings or other improvements, as may be required by the Mortgagee.

9. The Mortgagor shall not cause or permit the presence, use, disposal, storage or release of any hazardous substance on or in the property which may be in violation of any environmental law enacted by any governing authority. The Mortgagor shall indemnify and hold harmless the Mortgagee, the Mortgagee's heirs and assigns from and against any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a hazardous substance on, under or about Mortgagor's property or property leased by the Mortgagor, including, but not limited to attorney's fees. This indemnity shall survive repayment of the Mortgagor's obligations to the Mortgagee and the release of the mortgage, if any;

10. That the Mortgagee shall, upon the happening of any default hereunder, resort to litigation for the recovery of the sums hereby secured, or employ an attorney to collect said sums or to foreclose this mortgage under the power of sale herein or by bill in equity, the Mortgagor will pay all reasonable cost expenses, and attorney's fees thus incurred; and said costs, expenses, and attorney's fees, and any other sum or sums due the Mortgagee by virtue of any of the special liens herein declared, may be included in any judgment or decree rendered in connection with said litigation;

11. That if the Mortgagor fails to perform any of the duties herein specified, the Mortgagee may perform the same, and for any sums expended by the Mortgagees in this regard, the Mortgagee shall have an additional lien, secured by these presents, on said property;

12. That in the event of litigation arising over the title to, or possession of, said property, the Mortgagee may prosecute or defend said litigation, and for any sum or sums expended by the Mortgagee in this behalf, including, but not limited to reasonable

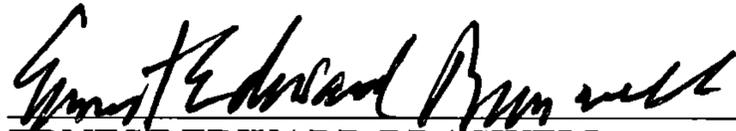


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attorneys' fees, the Mortgagee shall have an additional lien, secured by these presents, on said property;

13. That at any sale under the powers herein, the Mortgagee may bid for and purchase said property like a stranger hereto, and in the event the Mortgagee should become the purchaser at said sale, either the auctioneer conducting the sale or the Mortgagee may execute a deed to the Mortgagee in the name of the Mortgagor.

IN WITNESS WHEREOF, the Mortgagor has hereunto set their hands and seals on this the 1 day of May, 2025.

 (SEAL)  
ERNEST EDWARD BRASWELL

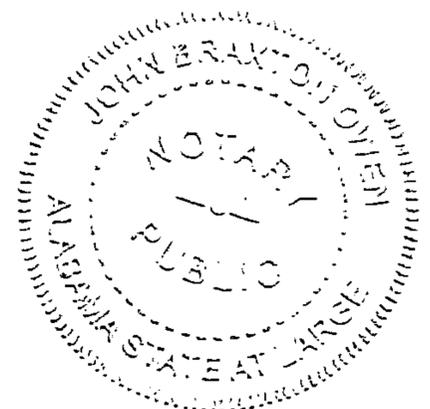
STATE OF AL COUNTY

COUNTY OF St. Clair

**Notarial Acknowledgment.** The foregoing mortgage instrument was acknowledged before me this the 1 day of May, 2025 by **ERNEST EDWARD BRASWELL**, Principal.

(Signature of Person Taking Acknowledgment)

My commission expires: 10-3-28





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*Sharon Ann Braswell* (SEAL)  
SHARON ANN BRASWELL

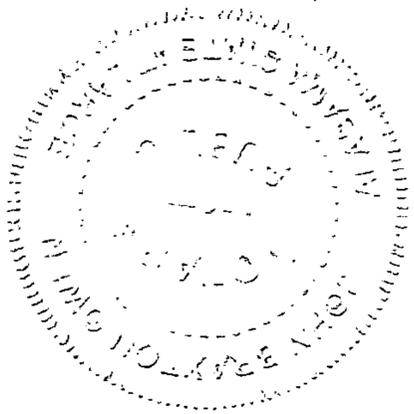
STATE OF AL COUNTY

COUNTY OF St. Clair

**Notarial Acknowledgment.** The foregoing mortgage instrument was acknowledged before me this the 1 day of May, 2025 by SHARON ANN BRASWELL, Principal.

(Signature of Person Taking Acknowledgment)

My commission expires: 10-3-2028



Mortgagor's Address:

4588 Lake Valley Drive  
Birmingham, Alabama 35244

Mortgagee's Address:

4013 Water Willow Lane  
Hoover, AL 35244