

Prepared by:
Tamla McClure
1222 Greystone Crest
Hoover, AL 35242
205-981-1202

**PURCHASE MONEY
MORTGAGE**

This Mortgage dated July 18, 2025, is made and executed between Kevin Douglas McClure (referred to below as "Borrower") and Paul McClure and Tamla McClure whose address is 1222 Greystone Crest, Hoover, Alabama 35242 (referred to below as "Lender").

NOW THEREFORE, Borrower does grant unto Lender a Mortgage in the following described real estate situated in Shelby County, Alabama to-wit:

See Attached Exhibit "A"

The common address for said property is 5055 Old Dunnivant Valley Rd, Birmingham, AL 35242, which includes the following 2 parcels: Parcel ID 09-2-10-0-000-006.000 and Parcel ID 09-2-10-0-000-007.000.

Said property is warranted to be free from any encumbrances and against any adverse claims, except as stated above.

TO HAVE AND TO HOLD the above granted property unto the said Lender, Lender's successor, heirs, and assigns forever, and for the purpose of further securing the payment of said indebtedness, the undersigned Borrower(s) agree to the following Uniform Covenants:

PAYMENT OF PRINCIPAL, INTEREST AND LATE CHARGES. This Mortgage secures a loan in the original principal amount of Five Hundred Eighty-Five Thousand and 00/100 Dollars (\$581,445.38), with interest to accrue at the rate set forth in the Promissory Note dated July 18, 2025, including any adjustments to the interest rate as permitted under the terms of the Note.

The Note provides for:

- Monthly interest-only payments beginning on August 1, 2025 · A balloon payment of the entire principal balance due on July 1, 2034.

The full terms of repayment, including interest, prepayment, and late charges, are set forth in the Note, which is incorporated herein by reference.

TAXES; LIENS.

Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which can attain priority over this Security Instrument.

PROPERTY INSURANCE.

Borrower is solely responsible for maintaining insurance on dwelling and/or property for as long as Mortgage is in effect. Borrower is solely responsible for maintaining insurance on any personal property contained or stored on real property.

EVENTS OF DEFAULT.

Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Borrower fails to make any payment when due under the indebtedness.

Default on Other Payments. Failure of Borrower within the time required by this Mortgage to make any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage, Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other Related Documents which reflect an agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf, or made by Guarantor, or any other guarantor, endorser, surety, or accommodation party, under this Mortgage Note or any other related documents in connection with the obtaining of the indebtedness evidenced by the Note or any security document directly or indirectly securing repayment of the Note is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Default in Favor of Third Parties. Should Borrower default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay the indebtedness or Borrower's ability to perform his obligations under this Mortgage or any related documents.

ADVERSE CHANGE A material adverse change occurs in Borrower's financial condition, or Lender reasonably believes the prospect of payment or performance of the indebtedness is impaired. An "Adverse Change," includes, but is not limited to, any material adverse change in Borrower's financial condition that impairs Borrower's ability to make payments when due, including without limitation: loss of employment, significant reduction in income or revenue, insolvency or bankruptcy, or, default under other financial obligations.

RIGHTS AND REMEDIES ON DEFAULT.

Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise the following remedy, in addition to any other rights or remedies provided by law:

A. Accelerate Payment. In the event of default by the Borrower, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. This notice shall specify the following: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform the Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale, the removal of personal property (which includes mobile homes) and any other remedies permitted by Applicable Law.

B. Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date expenditure until repaid. Expenses covered by this paragraph include, without limitation, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate

any automatic stay or injunction), appeals, and any anticipated post judgment collection services, any costs associated with searching records, obtaining title reports, surveyors' reports, appraisal fees and title insurance.

C. Notices. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice invoking the power of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other party, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed at all times of Borrower's current address.

BORROWER REPRESENTATION AND COVENANTS

Borrower acknowledges and agrees to the following covenants and representations, each of which constitute a material condition of this Mortgage and Promissory Note it secures:

1. Source of Payment

Borrower shall make all payments due under the Note exclusively from Borrower's separate, non-marital funds, and shall not use joint marital funds or any co-mingled assets without the prior written consent of Lender.

2. Primary Residence Requirement

Property shall be occupied and maintained by Borrower as their primary residence within sixty (60) days of closing and throughout the term of the loan unless otherwise agreed in writing by Lender

3. Prohibition on Abandonment

Borrower shall not abandon or vacate the property for more than thirty (30) consecutive days without Lender's prior written consent. Evidence of abandonment may include disconnected utilities, lack of maintenance or removal of personal property.

4. Notice of Intent to Sell

Borrower shall provide written notice to Lender at least fifteen (15) days before listing the property for sale or offering it to any third party. Such Notice shall include the intended listing price and relevant listing details.

Such notice is for informational purposes only and shall not be construed as consent to any sale, transfer or conveyance of the property.

Borrower may not complete any sale, conveyance, or transfer of title without the Lender's prior written consent as separately required under this Mortgage.

5. First Right of Refusal

Before accepting any bona fide offer to sell or transfer the property, Borrower shall first offer the property to Lender on the same terms and conditions. Lender shall have thirty (30) days from receipt of full written details of the proposed sale to exercise this right in writing.

6. Restriction on Title Transfers

Borrower shall not sell, assign, convey, transfer, lease or otherwise encumber any interest in the property, including to a spouse, without the prior written consent of Lender. Any attempted transfer in violation of this clause shall constitute a default under this Mortgage and may render the transfer voidable at Lender's option.

BREACH OF OTHER AGREEMENT

Any breach by Borrower under the terms of any other agreement between Borrower and Lender, including Note, that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower to Lender, whether existing now or later.

BORROWER ACKNOWLEDGES THEY HAVE READ AND UNDERSTAND ALL OF THE PROVISIONS OF THIS MORTGAGE AND AGREES TO ALL TERMS AS STATED HEREIN.

THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

Poor Quality

BY SIGNING BELOW, Borrower acknowledges, accepts and agrees to the terms covenants and provisions contained in this Security Instrument.

BORROWER:



Kevin Douglas McClure Date

WITNESS:

Date 7/18/25

WITNESS:

Date

I, the undersigned, a Notary Public in and for said County, in said State, hereby me acknowledged before me on this day, that being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

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



Notary Public

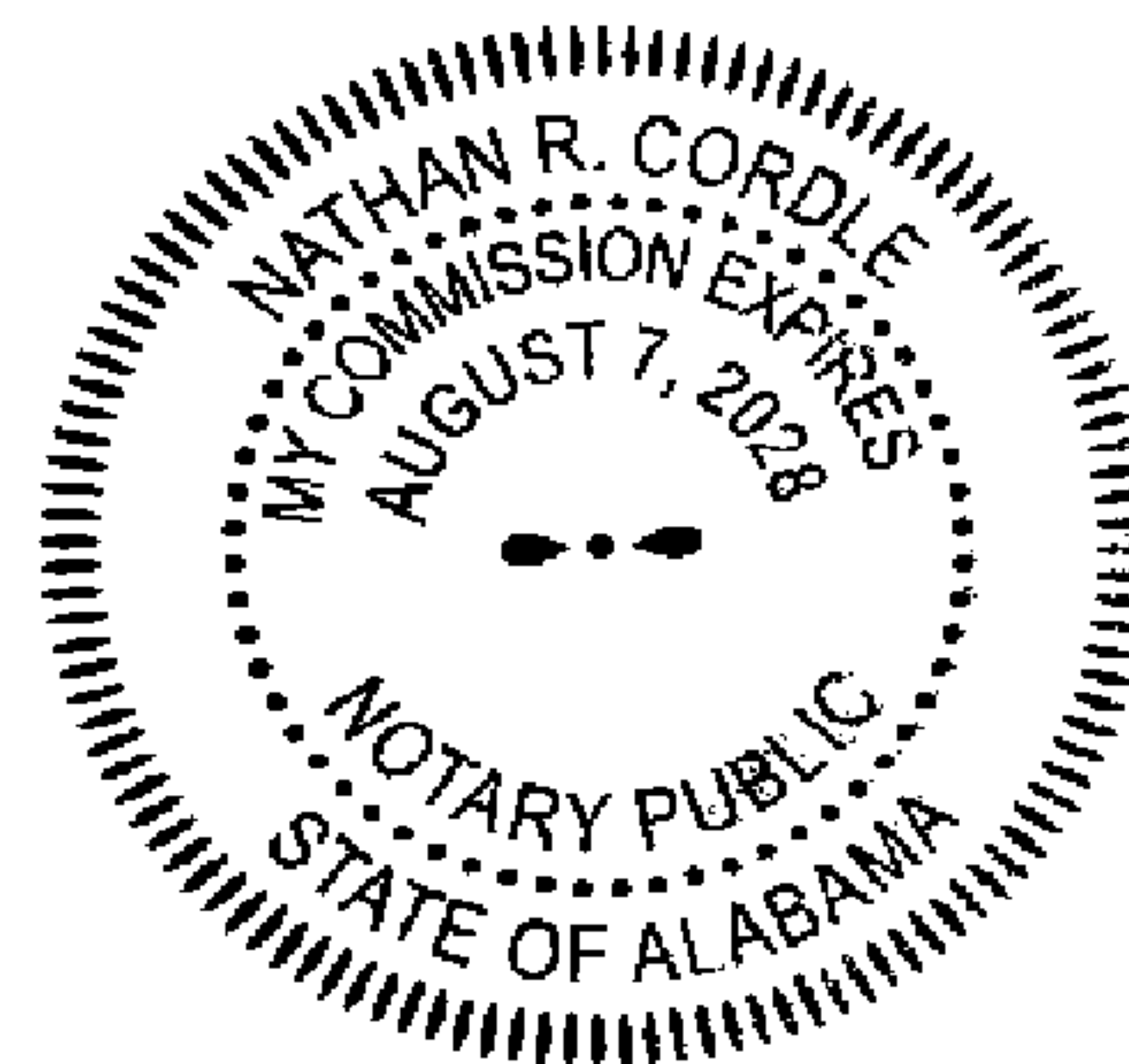
Print Name: Nathan R. Cordle

Commission Expires:

8/7/28

EXHIBIT A

LEGAL DESCRIPTION



Parcel ID#: 09-2-10-0-000-006.000

Twn: 19S, Rng: 01W, Sec: 10; Block:000

Legal Description: Beg E R/W of Old Dunnavant Valley Rd 90 S of N Line of S1/2 NW1/4 TH E 350'(S) SLY 308 WLY to E Rd R/W N ALG R/W to POB Census Tract: 030215

Block: 1006

Lat 33.396994; Lon: -86-634707

Parcel ID#: 09-2-10-0-000-007.000

Twn: 19S, Rng: 01W, Sec: 10, Block: 000

Legal Description: Beg on E R/W Old Dunnavant Valley Rd 290' (S) of N Line of S1 /2 Of NW1 /4 TH ELY 365'(S) SLY 220 W to E Rd R/W N Alg R/W to POB

Census Tract: 030215

Block: 1006

Lat: 33.39629; Lon: -86.634933

EXHIBIT "A"

Parcel 1

A parcel in the South $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 10, Township 19 South, Range 1 West in Shelby County, Alabama and being more particularly described as follows:

Commence at the NE corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section and run Southerly along the East line of said $\frac{1}{4}$ – $\frac{1}{4}$ Section for 90.00 feet thence North 89 degrees 27 minutes 50 seconds West for 648.55 feet to an existing $\frac{3}{4}$ " crimped pipe, thence North 89 degrees 27 minutes 50 seconds West for 340.12 feet to an existing $\frac{3}{4}$ " crimped pipe at the Point of Beginning; thence North 89 degrees 26 minutes 20 seconds West for 426.00 feet to an existing $\frac{3}{4}$ " crimped pipe; thence South 30 degrees 36 minutes West for 127.26 feet to a pk nail set; thence South 13 degrees 28 minutes 40 seconds West for 73.00 feet to a pk nail set; thence South 74 degrees 12 minutes 15 seconds East for 447.92 feet to a $\frac{5}{8}$ " rebar set; thence North 14 degrees 26 minutes 20 seconds East for 308.00 feet to the Point of Beginning. Less and except any part lying within the right of way of Old Dunnivant Valley Road.

Parcel 2

A parcel in the South $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 10, Township 19 South, Range 1 West in Shelby County, Alabama and being more particularly described as follows:

Commence at the NE corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said section and run Southerly along the East line of said $\frac{1}{4}$ – $\frac{1}{4}$ Section for 90.00 feet thence North 89 degrees 27 minutes 50 seconds West for 648.55 feet to an existing $\frac{3}{4}$ " crimped pipe, thence North 89 degrees 27 minutes 50 seconds West for 340.12 feet to an existing $\frac{3}{4}$ " crimped pipe; thence North 89 degrees 26 minutes 20 seconds West for 426.00 feet to an existing $\frac{3}{4}$ " crimped pipe; thence South 30 degrees 36 minutes West for 127.26 feet to a pk nail set; thence South 13 degrees 28 minutes 40 seconds West for 73.00 feet to a pk nail set at the Point of Beginning; thence continue South 13 degrees 28 minutes 40 seconds West for 269.00 feet to a pk nail set; thence South 80 degrees 33 minutes 00 seconds East for 444.98 feet to an existing $\frac{1}{2}$ " crimped pipe; thence North 14 degrees 26 minutes 20 seconds East for 219.68 feet to a $\frac{5}{8}$ " rebar set; thence North 74 degrees 12 minutes 15 seconds West for 447.92 feet to the Point of Beginning. Less and except any part lying within the right of way of Old Dunnivant Valley Road.



ATB4611

Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 07/21/2025 01:30:39 PM
 \$915.25 BRITTANI
 20250721000220560

Allison S. Beigel