

This Instrument prepared by:
Matthew Kidd, Esq.
Kidd & Company, LLC
3138 Cahaba Heights Rd.
Birmingham, AL 35243

M O R T G A G E

THIS MORTGAGE ("SECURITY INSTRUMENT") is given on July 11, 2025. The grantor is Edric Williams and Erica Williams, a married couple, (herein "Borrower(s)"). This Security Instrument is given to Lee Kinnebrew and Cynthia Kinnebrew, whose address is 361 Cahaba Farms Dr. Indian Springs, Al 35124 (herein jointly "Lender"). Borrower(s) owe Lender the principal sum of Four Hundred and Forty-Two thousand, Two-Hundred and Fifty-Seven Dollars (\$442,257). This debt is evidenced by Borrower(s)' corresponding Note dated executed simultaneously with this Mortgage, which provides for payment(s) of the full debt due and payable pursuant to the terms of said Note. Borrower(s), in signing the corresponding Note, has promised to pay the debt secured by this Mortgage in regular monthly payments, and to have paid the debt in full not later than July 1, 2034.

This Mortgage secures to Lender: (a) the rights of repayment of the debt evidenced by the Note, together with any extensions and modifications of the Note; and (b) the performance of Borrower(s)' other obligations under this Mortgage and the Note, if any. For this purpose, Borrower(s) does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, any interest which Borrower(s) may hold to the following described property located in Shelby County, Alabama.

Begin at the Northeast corner of the SW 1/4 of the SW 1/4 Section 16, Township 19 South, Range 1 West; thence run South along the East line of said quarter-quarter section a distance of 82.00 feet; thence turn an angle of 90 degrees 05 minutes to the right and run a distance of 340.00 feet to a point on the East line of an old road; thence turn an angle of 129 degrees 50 minutes to the right and run along said old road a distance of 106.20 feet; thence turn an angle of 2 degrees 30 minutes to the left and continue along said old road a distance of 189.80 feet; thence turn an angle of 86 degrees 08 minutes 21 seconds to the right and run a distance of 187.78 feet to a point on the East line of the NW 1/4 of the SW 1/4 of said Section 16; thence turn an angle of 56 degrees 28 minutes 39 seconds to the right and run along said East line a distance of 47.00 feet to the point of beginning. Situated in the SW 1/4 of the SW 1/4 and the NW 1/4 of the SW 1/4 of Section 16, Township 19 South, Range 1 West, Huntsville Meridian, Shelby County, Alabama.

Also, a 20 foot wide easement in the NW 1/4 of the SW 1/4 of Section 16, Township 19 South, Range 1 West, along the road, from the Northernmost corner of the above described lot extending 100 feet, more or less in length.

Referred to herein as the ("Property").

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever.

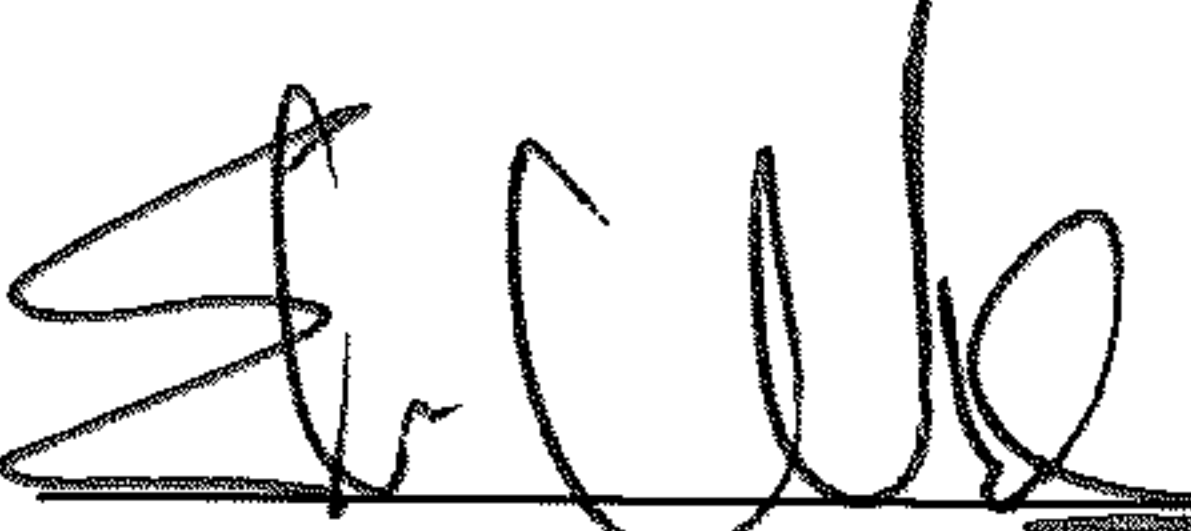
COVENANTS. Borrower(s) and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower(s) shall promptly pay when due the principal of and interest on the debt evidenced by that certain Note by and between the above-described parties. Any payment made FIFTEEN days after the date in which it becomes due (in part or in whole) shall result in a late fee of \$100.
- 2. Waiver of Escrow.** Lender and Borrower(s) hereby agree to waive Escrow of any amounts including (a) yearly taxes and assessments; (b) yearly hazard or property insurance premiums; (c) yearly flood insurance premiums, if any; (d) yearly mortgage insurance premiums, if any. These items, "Escrow Items," are explicitly removed from the terms of this instrument. Notwithstanding the waiver of escrow, Borrower(s) is obligated to meet the terms outlined in paragraph 4. Furthermore, Lender shall not be permitted to pay county or city property taxes or other assessments upon the Property unless agreed between the parties in writing. Although not escrowed, payment of any and all property taxes, fire dues, library dues, school, city, county or other municipal charges associated with the property shall remain the obligation of the Borrower(s).
- 3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 shall be applied; first, to any interest due under the Note; second, to principal due; and last, to any late charges due under the Note, if any.
- 4. Hazard or Property Insurance.** Borrower(s) shall obtain and maintain adequate insurance on the Property against loss by fire, and any other hazards, including floods or flooding, etc. (if the property is situated in a Federal Flood Hazard Zone beginning on the date of the execution of this Mortgage. Borrower(s) shall have the choice of insurance provider, however, Borrower(s) shall establish the Lender as an additional insured party on any and all plans Borrower(s) obtains. Borrower(s)' obligation to pay shall not be terminated upon any loss or destruction of the Property.
- 5. Lender's Rights.** If Borrower(s) fails to perform the covenants contained in this Security Instrument, Lender shall have the remedies provided to Lender found in paragraph 12 (Default) and may assume the position of the Borrower(s) in the chain of title according to the foreclosure authority appointed to Lenders under Alabama law. Furthermore, Borrower(s) expressly acknowledges that it holds title to the Property in fee simple. It is further acknowledged by the Borrower(s) that this mortgage shall be a lien of first priority upon the Property.

6. **Condemnation; Taking.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation of other taking of any part of the Property or for conveyance in lieu of condemnation, are hereby assigned and shall be treated consistent with the provisions of paragraphs 1-2.
7. **Forbearance Tolerated By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender shall not operate to release the liability of the original Borrower(s) or Borrower(s)' successors in interest. Lender is never required to commence proceedings against the Borrower(s) for demand of payment. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or prelude the exercise of any right or remedy.
8. **Successors and Assigns.** The agreements of this Security Instrument shall bind and benefit successors or assigns of Lender and Borrower(s). Borrower(s)' covenants and agreements shall be joint and several.
9. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges to be paid in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower(s) which exceed permitted limits will be refunded to Borrower(s).
10. **Notices.** Any notice to Borrower(s) provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail as further described in the Note.
11. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
12. **Default; Remedies.** Lender shall give notice to Borrower(s) of Borrower(s)' breach of any term of the Note secured in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice given to Borrower(s), by which the default must be cured. The notice shall further inform Borrower(s) of the right to reinstate this instrument and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower(s) to any 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 of the Borrower(s)' real property interest made subject to this Security instrument.
13. **Acceleration.** In the event of a Default, Lender, at Lender's option, may demand payment of the entire remaining sum of the loan together with interest. This "acceleration" of payments, if invoked, shall result in full and final payment of all sums then owed to Lender which shall become due and payable 31 days after the Notice of Default has been delivered to Borrower(s) (or at some time more than 30 days at Lender's option), provided that Borrower(s) do not cure said Default within 30 days of said Notice (reinstatement) as referenced in paragraph 12.
14. **Prohibition Against Rents/Sales.** The Property secured by this Mortgage is a single-family residence. This Mortgage is given under the condition that the Property is and remains an owner-occupied Property during the duration of the loan. In executing this instrument, the undersigned parties acknowledge and agree that the Property is to remain free of any leasehold, tenancy or similar arrangement whereby the parties lease the residence, or part of the residence, regardless of if the Borrower(s) themselves remain at the Property. Any sale, conveyance, lease or other grant of possessory or title interest of the Property is forbidden under this Mortgage. Should any lease, sale, conveyance or other aforementioned title or possessory interest be undertaken by the Borrower(s) during the loan term but without first paying the full satisfaction of the outstanding amounts due under the loan, it is a breach of this Mortgage and is a curable Default as governed by the provisions of paragraph 12. Should the Borrower(s) wish to sale, lease or otherwise dispel of the Property, the Borrower(s) shall first made a request for a written Payoff amount which Lender shall provide to Borrower(s) within a reasonable period and which shall contain the total amounts due for repayment of the existing loan balance, with applicable interest, together with any fees or expenses imposed by recordation or document creation and handling.
15. **Release.** Upon payment of all sums secured by this Security Instrument or when otherwise deemed appropriate by the Lender, Lender shall release this Security Instrument. Lender shall pay any recordation cost.

IN SIGNING BELOW, Borrower(s) accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower(s) and recorded with it.

Borrower(s):

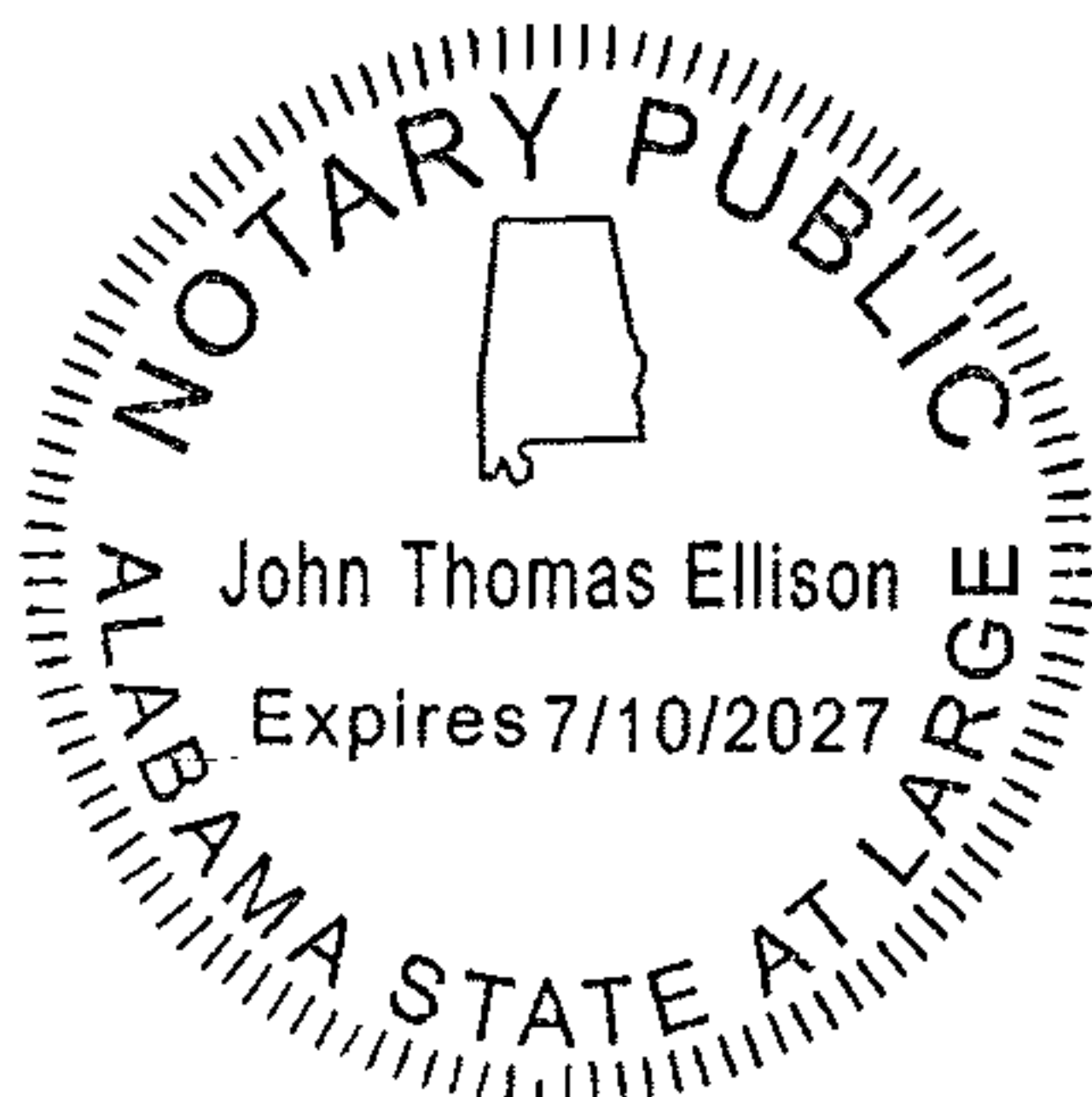
 7/11/25
Edric Williams (date)

 7/11/25
Erica Williams (date)

STATE OF Alabama Jefferson COUNTY ss:

On this 11th day of July, 2025, I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that Edric Williams and Erica Williams, whose names appear as Borrower(s) in this security agreement/mortgage have signed and affixed their seals before me, and who are known to me, acknowledged before me that, being informed of the contents of conveyance, executed the same voluntarily.

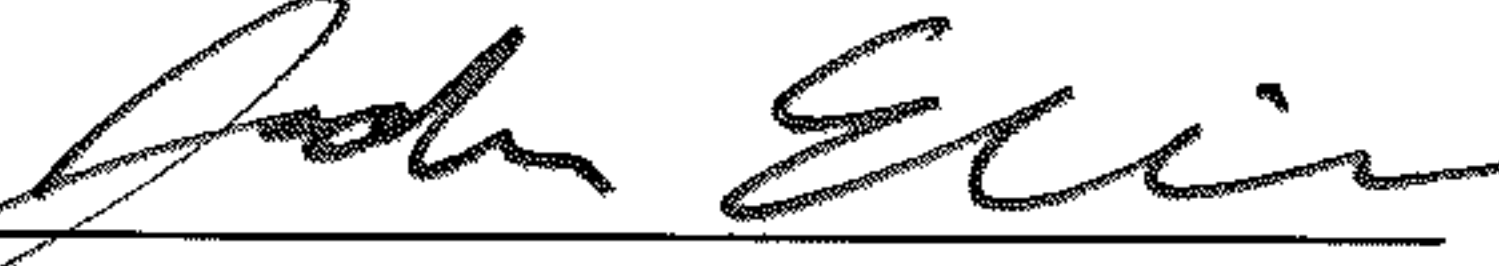
Given under my hand and seal of office this 11th day of July, 2025.



Notary Public Signature:

Printed Name:

My Commission Expires:


John Ellison
7-10-27



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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