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This instrument was prepared by POST CLOSING, Central State Bank, 11025 Hwy 25, Calera, AL 35040

MORTGAGE

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is July 25, 2025. The parties and their addresses are:

MORTGAGOR:

WILLIAM L MARTIN
Spouse of <u>PIUMNUM E MWhin</u>
444 REDWOOD DR
MONTEVALLO, AL 35115-0000

Spouse of William L Martin 444 REDWOOD DR MONTEVALLO, AL 35115-0000

LENDER:

CENTRAL STATE BANK

Organized and existing under the laws of Alabama PO Box 180 Calera, AL 35040

- 1. DEFINITIONS. For the purposes of this document, the following term has the following meaning.
 - A. Loan. "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.
- 2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor does hereby grant, bargain, convey, sell and mortgage to Lender, with power of sale, the following described property.

SEE LEGAL DESCRIPTION

The property is located in County at 144 REDWOOD DR, MONTEVALLO, Alabama 35115

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber including timber to be cut now or at any time in the future, all diversion payments

or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). When the Secured Debts are paid in full and all underlying agreements have been terminated, this Security Instrument will become null and void. This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

- 3. SECURED DEBTS. The term "Secured Debts" includes and this Security Instrument will secure each of the following:
 - A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated July 25, 2025, from Mortgagor to Lender, with a loan amount of \$263,523 63.
 - B. All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.
 - C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
- 4. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan, but not including this Loan, is void and ineffective as to this Loan, including any extension or refinancing

The Loan is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007

The Loan is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

- 5. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.
- 6. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record
- 7. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees.
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 8. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property
- 9. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable

- 10. WARRANTIES AND REPRESENTATIONS. Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party
- 11. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property Lender will give Mortgagor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law

- 12. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
- 13. ASSIGNMENT OF LEASES AND RENTS. Mortgagor absolutely, unconditionally, irrevocably and immediately assigns, grants, bargains, conveys and mortgages to Lender all the right, title and interest in the following (Property)
 - A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases)
 - B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Lender grants Mortgagor a revocable license to collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor's default automatically and immediately revokes this license. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender Mortgagor agrees that Lender will not be considered to be a mortgagee-in-possession by executing this Security Instrument or by collecting or receiving payments on the Secured Debts, but only may become a mortgagee-in-possession after Mortgagor's license to collect, receive, enjoy and use the Rents is revoked by Lender or automatically revoked on Mortgagor's default, and Lender takes actual possession of the Property. Consequently, until Lender takes actual possession of the Property, Lender is not obligated to perform or discharge any obligation of Mortgagor under the Leases, appear in or defend any action or proceeding relating to the Rents, the Leases or the Property, or be liable in any way for any injury or damage to any person or property sustained in or

about the Property Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. This assignment is enforceable when Lender takes an affirmative action as prescribed by the law of the state where the Property is located. This Security Instrument will remain effective during any statutory redemption period until the Secured Debts are satisfied. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases

- 14. DEFAULT. Mortgagor will be in default if any of the following events (known separately and collectively as an Event of Default) occur.
 - A. Payments. Mortgagor fails to make a payment in full when due
 - B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.
 - C. Death or Incompetency. Mortgagor dies or is declared legally incompetent.
 - D. Failure to Perform. Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.
 - E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts
 - F. Other Agreements. Mortgagor is in default on any other debt or agreement Mortgagor has with Lender
 - G. Misrepresentation. Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided
 - H. Judgment. Mortgagor fails to satisfy or appeal any judgment against Mortgagor
 - I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority
 - J. Name Change. Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change
 - K. Property Transfer. Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.
 - L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired
 - M. Insecurity. Lender determines in good faith that a material adverse change has occurred in Mortgagor's financial condition from the conditions set forth in Mortgagor's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.
 - N. Death or Incompetency of a Guarantor. Any guarantor of payment of the Secured Debts dies or is declared legally incompetent.
 - O. Failure to Comply with Laws. Mortgagor fails to comply with all applicable laws, statutes, ordinances and governmental rules, regulations and orders to which Mortgagor is subject or which apply to Mortgagor's business, property or assets
 - P. Fraud. Mortgagor engages in fraud or material misrepresentation in connection with this transaction
- 15. REMEDIES. On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts, including, without limitation, the power to sell the Property. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of an Event of Default or anytime thereafter

If Lender initiates a judicial foreclosure, Lender will give the notices as required by applicable law. If Lender invokes the power of sale, Lender will publish the notice of sale, and arrange to sell all or part of the Property, as required by applicable law. Lender or its designee may purchase the Property at any sale. Lender will apply the proceeds of the sale in the manner required by applicable law. The sale of any part of the Property will only operate as a foreclosure of the sold Property, so any remaining Property will continue to secure any unsatisfied Secured Debts and Lender may further foreclose under the power of sale or by judicial foreclosure

Upon any sale of the Property, Lender will make and deliver a deed without warranty or appropriate deed required by applicable law that conveys all right, title and interest to the Property that was sold to the purchaser(s). The recitals in any deed of conveyance will be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again

- 16. REDEMPTION. The period of redemption after sale on foreclosure will be one year. Any agreement to extend the redemption period must be in writing
- 17. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts Mortgagor agrees to pay expenses for Lender to inspect, valuate, appraise and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor.
- 18. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance, and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property
- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property or (2) there is a violation of any Environmental Law concerning the Property In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.

- E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.
- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing
- G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with
- H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property or (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law
- I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval
- J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.
- L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived
- 19. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 20. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing)

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include lesser or greater coverages than originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the

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insurance. Mortgagor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

- 21. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow
- 22. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisement rights relating to the Property.
- 23. USE OF PROPERTY. Mortgagor shall not use or occupy the Property in any manner that would constitute a violation of any state and/or federal laws involving controlled substances, even in a jurisdiction that allows such use by state or local law or ordinance. In the event that Mortgagor becomes aware of such a violation, Mortgagor shall take all actions allowed by law to terminate the violating activity.

In addition to all other indemnifications, obligations, rights and remedies contained herein, if the Lender and/or its respective directors, officers, employees, agents and attorneys (each an "Indemnitee") is made a party defendant to any litigation or any claim is threatened or brought against such Indemnitee concerning this Security Instrument or the related property or any part thereof or therein or concerning the construction, maintenance, operation or the occupancy or use of such property, then the Mortgagor shall (to the extent permitted by applicable law) indemnify, defend and hold each Indemnitee harmless from and against all liability by reason of said litigation or claims, including attorneys' fees and expenses incurred by such Indemnitee in connection with any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment. To the extent permitted by applicable law, the within indemnification shall survive payment of the Secured Debt, and/or any termination, release or discharge executed by the Lender in favor of the Mortgagor

Violation of this provision is a material breach of this Security Instrument and thereby constitutes a default under the terms and provisions of this Security Instrument.

- 24. APPLICABLE LAW. This Security Instrument is governed by the laws of Alabama, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law
- 25. JOINT AND SEVERAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor severally or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.
- 26. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.
- 27. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument
- 28. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail or via a nationally recognized overnight courier to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing under seal, Mortgagor agrees to the terms and covenants contained in this Security Instrument Mortgagor also acknowledges receipt of a copy of this Security Instrument

MORTGAGOR:

WILLIAM L MARTIN

Elizabeth Martin

Date 7-25-25 (Seal)

ELIZABETH E MARTIN

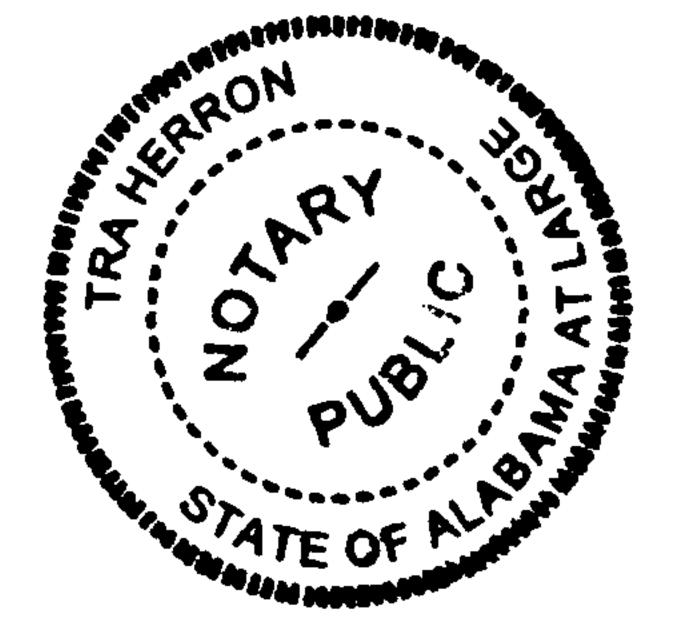
ACKNOWLEDGMENT.

STATE OF ALABAMA, COUNTY OF SHELBY ss.

, a notary public, hereby certify that WILLIAM L MARTIN, spouse of MARTIN, and ELIZABETH E MARTIN, spouse of WILLIAM L MINTO, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this 25th day of July 2025.

My commission expires:

(Notary Public)



MY COMMISSION EXPIRES MARCH 7, 2028

EXHIBIT "A" LEGAL DESCRIPTION

Commence at the Northeast comer of Section 10, Township 22 South, Range 3 West, Shelby County, Alabama; thence run North 88 degrees 28 minutes 41 seconds West along the North line of said Section 10, a distance of 299.42 feet to the point of beginning; thence continue on the last described course a distance of 498.79 feet to the Northwest comer of said Section 10; thence run South 0 degrees 04 minutes 08 seconds West along the West line of said Section 10, a distance of 984.02 feet; thence run South 87 degrees 37 minutes 37 seconds East a distance of 1814.69 feet to a point on the West bank of Shoal Creek; thence run South 87 degrees 37 minutes 37 seconds East a distance of 72.19 feet to a point 17 feet Easterly of the East bank of sald Shoal Creek, and the following courses are 17 feet East of the Easterly bank of said Shoal Creek; thence run South 18 degrees 29 minutes 52 seconds East a distance of 182.96 feet; thence run South 17 degrees 43 minutes 07 seconds West a distance of 137.91 feet; thence run South 5 degrees 09 minutes 38 seconds West a distance of 82.88 feet, thence run South 7 degrees 40 minutes 34 seconds East a distance of 81.73 feet thence run South 4 degrees 40 minutes 46 seconds West a distance of 241.32 feet, thence run South 10 degrees 36 minutes 22 seconds East a distance of 75.85 feet; thence run South 7 degrees 57 minutes 15 seconds East a distance of 90.91 feet thence run South 19 degrees 14 minutes 59 seconds East a distance of 100.27 feet thence run South 39 degrees 38 minutes 54 seconds East a distance of 64.85 feet thence run South 54 degrees 47 minutes 55 seconds East a distance of 107.96 feet, thence run South 42 degrees 49 minutes 30 seconds East a distance of 101.20 feet, thence run South 28 degrees 09 minutes 24 seconds East a distance of 44.39 feet; thence run South 22 degrees 28 minutes 11 seconds East a distance of 152.37 feet thence run South 22 degrees 48 minutes 18 seconds East a distance of 98.04 feet to its intersection with the centerline of Mill Road; and the following courses are the centerline of said Mill Road; thence run North 50 degrees 59 minutes 27 seconds East a distance of 41.85 feet, thence North 56 degrees 25 minutes 50 seconds East a distance of 101.64 feet thence hin North 58 degrees 50 minutes 59 seconds East a distance of 177.35 leet thence run North 53 degrees 28 minutes 02 seconds East a distance of 78.88 feet; thence run North 76 degrees 28 minutes 47 seconds East a distance of 246.76 feet; thence run South 86 degrees 15 minutes 21 seconds East a distance of 83.99 feet; thence run South 79 degrees 33 minutes 16 seconds East a distance of 217.35 feet; thence run South 77 degrees 35 minutes 37 seconds East a distance of 77.66 feet; thence run North 88 degrees 19 minutes 27 seconds East a distance of 46.06 feet thence run North 71 degrees 42 minutes 54 seconds East a distance of 42.52 feet thence run South 82 degrees 36 minutes 06 seconds East a distance of 127.03 feet, thence run South 76 degrees 33 minutes 57 seconds East a distance of 314.66 feet thence run South 76 degrees 22 minutes 46 seconds East a distance of 222,222 feet, thence run South 75 degrees 21 minutes 46 seconds East a distance of 199.60 feet, thence run South 71 degrees 09 minutes 32 seconds East a distance of 68.55 feet, thence run South 66 degrees 52 minutes 11 seconds East a distance of 51.73 feet, said point being the last course in the centerline of said Mill Road; thence departing said Mill Road run North 14 degrees 33 minutes 12 seconds East a distance of 2716.53 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING THREE PARCELS:

PARCEL 1:

Commence at the Northeast comer of Section 10, Township 22 South, Range 3 West; thence run North 88 degrees 28 minutes 41 seconds West a distance of 299.44 feet to the point of beginning; thence run North 88 degrees 28 minutes 41 seconds West a distance of 1500.76 feet; thence run South 2 degrees 30 minutes 33 seconds East a distance of 1901.91 feet; thence run South 6 degrees 33 minutes 53 seconds West a distance of 561.43 feet to a point in the centerline of the Old Mill Road; thence run South 76 degrees 33 minutes 57 seconds East, along said centerline, a distance of 284.79 feet; thence run South 76 degrees 22 minutes 46 seconds East along said centerline, a distance of 199.60 feet; thence run South 71 degrees 09 minutes 32 seconds East, along said centerline, a distance of 68.55 feet; thence run South 66 degrees 52 minutes 11 seconds East, along said centerline, a distance of 51.73 feet; thence run North 14 degrees 33 minutes 12 seconds East, a distance of 2716.53 feet to the point of beginning.

Commence at the Northeast corner of Section 10, Township 22 South, Range 3 West; thence run 88 degrees 28 minutes 41 seconds West a distance of 299.44 feet to a point; thence continue along same course 1500.76 feet to the point of beginning of the property herein described; thence run South 2 degrees 30 minutes 33 seconds East a distance of 1901.91 feet to a point; thence run Northwesterly 2,000.00 feet, more or less, to a point on the North line of Section 10, Township 22 South, Range 3 West 206.00 feet West of the point of beginning of the property herein described; thence run

East along the North line of Section 10, Township 22 South, Rang 3 West, a distance of 412.00 feet to the point of beginning.

PARCEL 2:

A parcel of land lying in the Northwest Quarter of Section 10, Township 22 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of Section 10, Township 22 South, Range 3 West, and run South 88 degrees 44 minutes 44 seconds East along the North line of said Section 10 for a distance of 1629.36 feet to the West bank of Mill Creek; thence run South 36 degrees 03 minutes 13 seconds East along said creek for a distance of 189.87 feet; thence run South 05 degrees 07 minutes 31 seconds East along said creek for a distance of 76.31 feet; thence run South 15 degrees 20 minutes 41 seconds West along said creek for a distance of 182.94 feet; thence run South 07 degrees 16 minutes 16 seconds West along said creek for a distance of 182.94 feet; thence run South 07 degrees 16 minutes 16 seconds West along said creek for a distance of 103.65 feet; thence run South 4 degrees 07 minutes 33 seconds East along said creek for a distance of 188.05 feet; thence run South 12 degrees 46 minutes 22 seconds East along said creek for a distance of 267.20 feet; thence run North 87 degrees 37 minutes 37 seconds West for a distance of 1814.69 feet to the West line of Section 10; thence run North 00 degrees 04 minutes 08 seconds East for a distance of 984:13 feet to the point of beginning.

Said tract shall include thirty (30) foot wide easement for ingress and egress along the Westernmost boundary of said property that runs along Shoal Creek as retained by Estelle Martin and approximately described as follows: Commence at the Northeast comer of Section 10, Township 22 South, Range 3 West, Shelby County, Alabama; thence run North 88 degrees 28 minutes 41 seconds West along the North line of said Section 10, a distance of 299.42 feet to a point thence continue on the last described course a distance of 4981.79 feet to the Northwest comer of said Section 10; thence run-South 0 degrees 04 minutes 08 seconds West, along the West line of sald Section 10, a distance of 984.02 feet, thence run South 87 degrees 37 minutes 37 seconds East a distance of 1814.89 feet to a point on the West bank of Shoal Creek; thence run South 87 degrees 37 minutes 37 seconds East a distance of 72.19 feet to a point 17. feet · Easterly of the East bank of said Shoal Creek (hereinafter referred to as point L-1) and the following courses are 17 feet. . East of the Easterly bank of said Shoal Creek; thence run South 16 degrees 29 minutes 52 seconds East a distance of 112.40 feet thence run South 31 degrees 14 minutes 16 seconds East a distance of 117.64 feet, thence run South 21 degrees 27 minutes 17 seconds West a distance of 182.98 feet; thence run South 17 degrees 43 minutes 07 seconds West a distance of 137.91 feet, thence run South 5 degrees 09 minutes 38 seconds West a distance of 62.88 feet, thence run South 7 dégrees 40 minutes 34 seconds East a distance of 61.73 feet; thence run South 4 degrees 49 minutes 46 seconds West a distance of 241.32 feet; thence run South 10 degrees 36 minutes 22 seconds East a distance of 75.85 feet; thence run South 7 degrees 57 minutes 15 seconds East a distance of 90.91 feet; thence run South 19 degrees 14 minutes 59 seconds East a distance of 100.27 feet; thence run South 39 degrees 38 minutes 54 seconds East a distance. of 64.85-feet, thence run South 54 degrees 47 minutes 55 seconds East a distance of 107,98 feet, thence run South 42 degrees 49 minutes 30 seconds East a distance of 101.20 feet, thence run South 28 degrees 09 minutes 24 seconds East a distance of 44.39 feet, thence run South 22 degrees 28 minutes 11 seconds East a distance of 152.37 feet, thence run South 22 degrees 48 minutes 18 seconds East a distance of 98.04 feet to its intersection with the centerline of MII Road; thence East along the centerline of said Mill Road an approximate distance of thirty (30) feet, thence follow Northerly a course parallel with the West boundary of said property as hereto described to a point approximately thirty (30) feet East of the point of beginning hereinabove referred to as point L-1; thence continue along the same course a distance of approximately thirty (30) feet to-a point; thence run Westerly to a point where said line crosses the center of Shoal Creek and the property line described above.

PARCEL 3:

A parcel of land situated in Section 10, Township 22 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest comer of Section 10.being a 2" pipe found; thence South 00 degrees 04 minutes 08 seconds West along the West line of Section 10 a distance of 984.02 feet to a 3" crimped pipe found; thence South 87 degrees 37 minutes 37 seconds East a distance of 1814.69 feet to a 6/8" capped rebar found; thence continue last course a distance of 72.19 feet to a 3" rebar found and the point of beginning of herein described parcet; thence South 16 degrees 29 minutes 52 seconds East a distance of 112.40 feet to a iron pin set(1/2" rebar w/PHH 25295 ID cap typical); thence South 31 degrees 14 minutes 16 seconds East a distance of 117.64 feet to a iron pin set; thence South 21 degrees 27 minutes 17 seconds West a distance of 182.96 feet to a iron pin set; thence South 17 degrees 43 minutes 07 seconds West a distance of 62.88 feet to a iron pin set;

thence South 07 degrees 40 minutes 34 seconds East a distance of 81.73 feet to a iron pin set, thence South 04 degrees 49 minutes 46 seconds West a distance of 241.32 feet to a iron pin set, thence South 10 degrees 36 minutes 22 seconds East a distance of 75.85 feet to a iron pln set, thence South 07 degrees 57 minutes 15 seconds East a distance of 90.91 feet to a iron pin set thence South 19 degrees 14 minutes 59 seconds East a distance of 100.27 feet to a iron pin set thence South 39 degrees 38 minutes 54 seconds East a distance of 64.85 feet to a iron pin set; thence South 54 degrees 47 minutes 55 seconds East a distance of 107.98 feet to a iron pin set, thence South 42 degrees 49 minutes 30 seconds East a distance of 101.20 feet to a Iron pln set; thence South 28 degrees 09 minutes 24 seconds East a distance of 44.39 · . .feet to a iron pin set, thence South 22 degrees 28 minutes 11 seconds East a distance of 152.37 feet to a iron pin set. thence South 22 degrees 48 minutes 18 seconds East a distance of 98.04 feet to a iron pin set, thence South 12 degrees 03 minutes 55 seconds East a distance of 69.16 feet to a 1/2 rebar found; thence North 57 degrees 26 minutes 06 seconds East a distance of 504.14 leet to a iron pin set at the point of curvature of a curve to the right having a radius of 250.00, it central angle of 09 degrees 54 minutes 34 seconds a chord of 43.19 feet, a chord bearing of North 62 degrees 23 minutes 32 seconds East thence run along the arc of said curve a distance of 43.24 feet to a iron pin set, thence North 02 degrees 48 minutes 03 seconds West a distance of 145.21 feet to a fron pin set; thence North 07 degrees 40 minutes 01 seconds East a distance of 169.88 feet to a Iron pin set; thence North 06 degrees 52 minutes 19 seconds East a distance of 101.69 feet to a iron pin set, thence North 89 degrees 08 minutes 51 seconds West a distance of 514.36 feet to a iron pin set, thence North 34 degrees 49 minutes 29 seconds East a distance of 499.28, feet to a iron pin set, thence North 04 degrees 55 minutes 00 seconds East a distance of 230.67 feet to a Iron pin set; thence North 27 degrees 59 minutes 07 seconds West a distance of 38.17 feet to a Iron pin set; thence North 50 degrees 51 minutes 02 seconds West ardistance of 316.09 feet to a iron pin set; thence North 63 degrees 57 minutes 53 seconds West a distance of 215.16 feet to atiron pin set, thence South 89 degrees 02 minutes 42 seconds West a distance of 183.74 feet back to the point of beginning.

30' Ingress and Egress Easement'

·Commence-at-the Northwest comet-of Section-10, Township 22 South, Range-3 West, Shelby County, Alabama, being a · 2" pipe found, thence South 00 degrees 04 minutes 08 seconds West along the West line of Section 10 a distance of 984.02 feet to a 10 crimped pipe found; thence South 87 degrees 37 minutes 37 seconds East a distance of 1814.69 feet to a 5/8" capped rebor found; thence North 02 degrees 22 minutes 23 seconds East a distance of 15.00 feet to the point of beginning of the centerline description of a 30' ingress and egress exsernent, with easement lying and being 15 feet each side of seid centerline; thence South 67 degrees 37 minutes 37 seconds East & distance of 62.92 feet, thence South 16 degrees 29 minutes 52 seconds East a distance of 30.47 feet; thence North 89 degrees 02 minutes 42 seconds East a distance of 160.40 feet; thence South 63 degrees 57 minutes 53 seconds East a distance of 209.84 feet; thence South 50 degrees 51 minutes 02 seconds East a distance of 313.05 feet; thence South 27 degrees 69 minutes 07 seconds East a distance of 30.71 feet thence South 04 degrees 55 minutes 00 seconds West a distance of 222.23 feet thence South 34 degrees 49 minutes 29 seconds West a distance of 523.47; thence South 89 degrees 08 minutes 51 seconds East a distance of 525.88 feet, thence South 08 degrees 52 minutes 19 seconds West a distance of 84.92 feet, thence South 07 degrees 40 minutes 01 seconds West a distance of 171.15 feet; thence South 02 degrees 48 minutes 03 seconds East a distance of 138.27 feet to the point of curvature of a curve to the right having a redius of 285.00 feet, a central angle of 36 degrees 35 minutes 12 seconds, a chord of 166.38 feet, a chord bearing of North 63 degrees 20 minutes 46 seconds. East, thence along the arc of said curve a distance of 169.22 feet; thence South 78 degrees 21 minutes 44 seconds East a distance of 305.87 feet to the end of 30' ingrees and egress easement that benefits this percel and parcel to the Northwest and the following 20 courses are to get to a public right of way; thence South 78 degrees 21 minutes 44 " ". seconds East a distance of 7.92 feet to the centerline of Quinn Lane/Killough Mill Road/Redwood Drive (A private Road not maintained by Shelby County 3-1 ROW); thence South 19 degrees 05 minutes 16 seconds East a distance of 20.87 fact, thence South 24 degrees 29 minutes 53 seconds East a distance of 20.63 feet; thence South 44 degrees 24 minutes . 28 accords East a distance of 32,11 feet, thence South 64 degrees 19 minutes 34 seconds East a distance of 39.02 feet, thence South 86 degrees 45 minutes 15 seconds East a distance of 25.83 feet; thence North 62 degrees 25 minutes 65 seconds East a distance of 28.08 feet, thence North 73 degrees 16 minutes 48 second East a distance of 25.91 feet thence North 73 degrees 43 minutes 57 seconds East a distance of 24.53 feet; thence South 89 degrees 47 minutes 58 seconds East a distance of 25.96 feet; thence South 84 degrees 23 minutes 38 seconds East a distance of 25.21 feet; thence South 75 degrees 50 minutes 30. seconds East, a. distance of 32.32 feet, thence South 74 degrees 11 minutes 49 seconds East a distance of 112.43 feet thence 75 degrees 50 minutes 48 seconds East a distance of 322.60 feet thence South 74 degrees 46 minutes 17 seconds East a distance of 366,97 feet thence South 68 degrees 18 minutes 27 seconds East a distance of 37.15 feet; thence South 68 degrees 24 minutes 30 seconds East a distance of 166.86 feet; · thence South 63 degrees 22 minutes 04 seconds east a distance of 164.34 feet, thence South 62 degrees 35 minutes 00

seconds East a distance of 106.25 feet, thence South 64 degrees 01 minute 10 seconds East a distance of 241.00 feet, more or less, to the right of way of Alabama Highway #119.

According to the survey of Patrick H. Haggard Alabama License Number 25295, dated December 17, 2009.



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