



20251103000336870 1/6 \$412.00
Shelby Cnty Judge of Probate, AL
11/03/2025 03:21:01 PM FILED/CERT

THIS INSTRUMENT WAS PREPARED BY:

Cooper Shattuck
Cooper Shattuck, LLC
P.O. Box 3142
Tuscaloosa, Alabama 35043
PREPARED WITHOUT BENEFIT OF
TITLE EXAM OR SURVEY.

REAL ESTATE MORTGAGE

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That Whereas, BARRIE HOYLE ,
an unmarried man , (hereinafter called "Mortgagor", whether one or more) is/are justly indebted,
to **WRAY PEARCE, a married man,** (hereinafter called "Mortgagee", whether one or more), of
1225 Cedardell Lane, Birmingham, Alabama 35216-2048, in the sum of TWO HUNDRED FIFTY
THOUSAND & NO/100 (\$250,000.00) DOLLARS, evidenced by a Real Estate Mortgage Note of
even date herewith, in the total amount of \$250,000.00.

And Whereas, 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, CREED HOYLE
and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee
the following described real estate, situated in Shelby County, State of Alabama, to-wit:

**That property described in Exhibit A, attached hereto and incorporated here by
reference. THIS IS A PURCHASE MONEY MORTGAGE.**

Subject to: Easements, exceptions, reservations and restrictions of record , if any.
Said property is warranted free from all encumbrances and against any adverse claims, except as
stated above.

TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's
successors, heirs and assigns forever; and for the purpose of further securing the payment of said
indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said
premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's
option pay off the same; and to further secure said indebtedness, first above named undersigned
agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning,
tornado and hazards included within the term "extended coverage" and any other hazards, including
floods or flooding, for which Mortgagee requires insurance for the fair and reasonable insurable value
thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as



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Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, or should Mortgagor destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes or other encumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.



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If lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's Rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, the Mortgagor/Borrower's right to use this right to reinstate shall be limited to two (2) times.

IN WITNESS WHEREOF the undersigned, have hereunto set their signatures and seals, this 1st day of November 2025.

Barrie Hoyle (Seal)
Barrie Hoyle

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that BARRIE HOYLE whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me acknowledged before me on this day, that being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of November of 2025.

NOTARY PUBLIC:

Lisa Waldrop

MY COMMISSION EXPIRES:

11.16.25

Lisa Waldrop
Notary Public
State of Alabama
(SEAL)



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Exhibit A - Property Description

Parcel 1

"A parcel of real estate situated in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 11, Township 19, Range 2 East, and more particularly described as follows; Begin at an iron stob at the Northwest corner of the F. P. Elliott estate land and the Calcia Road, which point is also the intersection of the East R/W line of State Highway #25 with the South line of said forty; thence run Northwesterly along the said East R/W line of said Highway a distance of 260 feet to the point of beginning; thence run due East and parallel with the South line of said forty a distance of 154 feet to a point; thence run due South and parallel with the East line of said forty a distance of 200 feet to a point; thence run due East and parallel with the South line of said forty a distance of 126 feet to a point on the East line of said forty; thence run due North along the East line of said forty a distance of 245 feet to a point; thence run due West a distance of 318 feet to a point on the East R/W line of said State #25 Highway; thence run Southeasterly along the East R/W line of said Highway a distance of 45 feet to the point of beginning."

Parcel 2

"A parcel of real estate situated in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 11, Township 19, Range 2 East, and more particularly described as follows; Begin at an iron stob at the Northwest Corner of the F. P. Elliott Estate land and the Calcia Road, which point is also the intersection of the East R/W line of State Highway #25 with the South line of said forty; thence run Northwesterly along the said East R/W line of said Highway a distance of 305 feet to the point of beginning; thence run due East and parallel to the South line of said forty a distance of 318 feet to a point on the East line of said forty; thence run due North along the East line of said forty a distance of 65 feet to a point; thence run due West and parallel to the South line of said forty a distance of 326 feet to a point on the East R/W line of said State Highway #25; thence run Southeasterly along the R/W line of said Alabama State Highway #25 a distance of 65 feet to the point of beginning."

[Remainder of page left intentionally blank.]



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Parcel 3

A parcel of real estate situated in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 11, Township 19, Range 2 East, and more particularly described as follows: Begin at an iron stob at the Northwest corner of the F. P. Elliott Estate land and the Calcis Road, which point is also the intersection of the East right-of-way line of State Highway 25 with the South line of said forty; thence run Northerly along the East right-of-way line of said Road a distance of 370 feet to the point of beginning; thence run due East and parallel to the South line of said forty a distance of 326 feet to a point on the East line of said forty; thence run due North along the East line of said forty a distance of 16 feet to a point; thence run due West and parallel to the South line of said forty a distance of 328 feet to a point on the East right-of-way line of said State Highway #25; thence run Southeasterly along the right-of-way line of said State Highway #25 a distance of 16 feet to the point of beginning. The parcel of land herein conveyed is North of and adjacent to a parcel of land conveyed to Albert Lawrence Conwill and wife, Louise Conwill and recorded in Shelby County Deed Book #222, Page #220, Sept. 11, 1962.

Parcel 4

ALSO, a parcel of land situated in the SW $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 11, Township 19, Range 2 East, and more particularly described as follows: Begin at an iron stob at the Northwest corner of the F. P. Elliott estate land and the Calcis Road, which point is also the intersection of the East right-of-way line of Alabama Highway 25 with the South line of said forty acres; thence in a Northerly direction along the East right-of-way line of said road a distance of 386 feet to an iron stob, the point of beginning of the parcel herein conveyed; thence run Easterly along the North line of a lot conveyed to Albert Lawrence Conwill and Louise Conwill on April 21, 1964, a distance of 328 feet, more or less, to a point on the East line of said forty acres; thence Northerly along said East line of said forty a distance of 17 feet to a point on the East line of said forty; thence run Westerly and parallel to the South line of said forty a distance of 328 feet, more or less, to a point on the East right-of-way line of Calcis Road, along being Alabama Highway 25; thence run Southeasterly along said right-of-way line of Alabama Highway 25, a distance of 17 feet to the point of beginning.

Parcel 5

Begin at an Iron stob at the Northwest corner of the F.P. Elliott estate land and the Calcis road, which point is also the intersection of the East right of way line of State Highway 25 with the South line of said forty; thence run Northerly along the East right of way line of said road a distance of 370 feet to a point thence run due East and paralell (sic) to the South line of said forty a distance of 326 feet to a point on the East line of said forty which is the point of beginning; thence run due north along the East line of said forty a distance of 16 feet to a point; thence run due West and parallel to the South line of said forty a distance of 5 feet to a point; thence run due South and parallel to the East line of said forty a distance of 16 feet to a point; thence run due East and paralell (sic) to the South line of said forty distance of 5 feet to the point of beginning.

As described in that certain deed recorded with the Shelby County Judge of Probate in Deed Book 267, Page 99.

Parcel 6



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A parcel of real estate situated in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 11, Township 19, Range 2 East, and more particularly described as follows: Begin at an iron stob at the Northwest corner of the F. P. Elliott estate land and the Calcis Road, which point is also the intersection of the East R/W line of State Highway #25 with the South line of said forty; thence run Northwesterly along the said East R/W line of said Highway a distance of 85 feet to the point of beginning; thence continue along the East right-of-way line of said Highway a distance of 175 feet to a point; thence run due East and parallel with the South line of said forty a distance of 154 feet to a point; thence run due South, parallel with the East line of said forty a distance of 175 feet to a point; thence run due West and parallel with the South line of said forty a distance of 128 feet, more or less, to the point of beginning.