



20251105000339840 1/4 \$256.00  
Shelby Cnty Judge of Probate, AL  
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**MORTGAGE**

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STATE OF ALABAMA     )

SHELBY COUNTY         )

**KNOW ALL MEN BY THESE PRESENTS:** That Whereas, Jacob Berry (hereinafter called "Mortgagors", whether one or more) are justly indebted to Ronald Hughes (hereinafter called "Mortgagee", whether one or more), in the sum of One Hundred Fifty Thousand Dollars & N0/100 (\$150,000.00), evidenced by a demand promissory note.

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

See Exhibit "A" Attached Hereto For Legal Description.

Subject to easements and restrictions of record and subject to current taxes, a lien but not yet payable.

The proceeds of this loan have been applied to the purchase price of the property described herein, conveyed to mortgagors simultaneously herewith.

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 and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any payable to said Mortgagee, as 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 sums 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, 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 the 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 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 therefore; 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.

In the event of default, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this security Instrument as required by Applicable Law. 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 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 the Security Instrument and sale of the Property. The notice shall further inform 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 accelerate and require immediate payment in full of all sums secured by the Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies, including but not limited to reasonable attorneys' fees and costs of title evidence. If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in Shelby County, Alabama, and thereupon shall sell the property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser a Lender's deed conveying the property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale





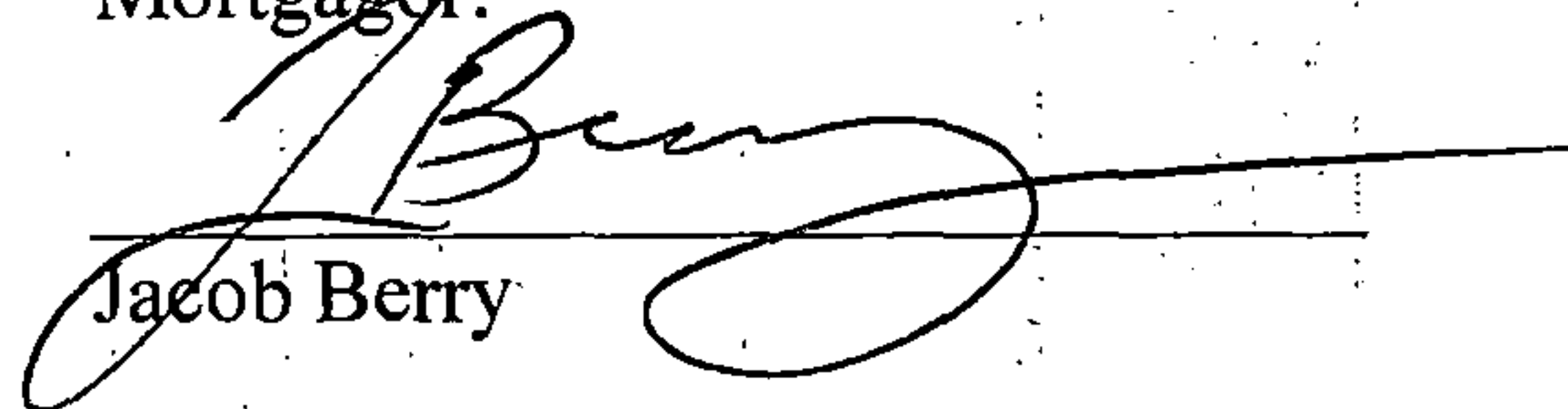
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shall be applied in the following order: (a) to all expenses of the sale, including but not limited to, reasonable attorneys' fees; (b) to all sums secured by the Security Instrument; and (c) any excess to the person or persons legally entitled to it.

IN WITNESS WHEREOF the undersigned Jacob Berry

Have hereunto set my/our signature and seal, this 1<sup>st</sup> day of October, 2025.

Mortgager:

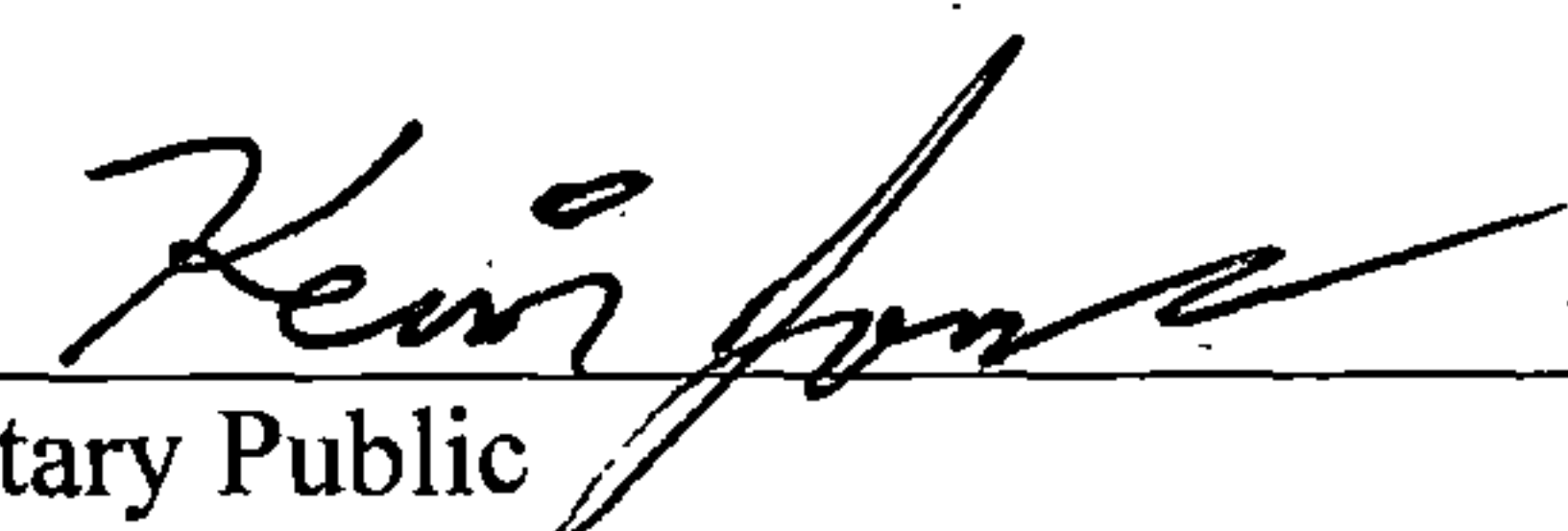
  
Jacob Berry

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said state, hereby certify that Jacob Berry whose name is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that being informed of the contents of the conveyance they in their capacity and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1<sup>st</sup> day of October, 2025.

  
Notary Public

My Commission Expires: 8-23-26

Prepared by  
William J. Lowery, Attorney  
2250 WALLSTOWN Rd  
Hayden, AL 35079



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## SCHEDULE A

### Legal Description:

Commence at the Northwest corner of the Northeast quarter of the Southeast quarter of Section 15, Township 20 South, Range 1 West, Shelby County, Alabama; thence run Southerly along the West line of said quarter-quarter section 786.19 feet to the point of beginning of the property herein described; thence continue along last described course a distance of 83.74 feet to a point; thence turn an angle of 92 degrees 13 minutes left and run Easterly a distance of 257.89 feet to a point on the West right of way line of Shelby County Highway No. 333; thence turn an angle of 53 degrees 15 minutes left and run Northeasterly along said right of way line 120.0 feet to a point; thence turn an angle of 110 degrees 10 minutes left and run Northwesterly 250.22 feet; thence turn an angle of 104 degrees 19 minutes 15 seconds left and run Southerly for a distance of 87.0 feet; thence turn an angle of 90 degrees 00 minutes 02 seconds to the right and run Westerly for a distance of 83.29 feet to the point of beginning.