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Shelby Cnty Judge of Probate, AL
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Prepared by, and
After Recording, Return To:
Norman M. Orr, Esq.
Burr & Forman LLP
420 N. 20th Street, Suite
3400
Birmingham, AL 35203

MORTGAGE

THIS **MORTGAGE** (this "**Mortgage**") is executed effective as of November ____, 2025, by **JON TODD WORKMAN** and his spouse, **VANESSA B. WORKMAN** (jointly and severally referred to herein as "**Mortgagor**"), with an address of 222 County Road 107, Montevallo, AL 35115 in favor of **J. NORMAN ESTES** ("**Mortgagee**"), with an address of 931 Fairfax Park, Tuscaloosa, AL 35406.

ARTICLE I. MORTGAGE

1.1 Grant. For the purposes and upon the terms and conditions in this Mortgage, Mortgagor irrevocably mortgages, grants, conveys and assigns to Mortgagee, with power of sale and the right of entry and possession, Mortgagor's interest in: (a) all real property located in Shelby County, Alabama, and described on Exhibit A attached hereto; (b) all easements, rights-of-way and rights used in connection with or as a means of access to any portion of said real property; (c) all tenements, hereditaments and appurtenances thereof and thereto; (d) all right, title and interest of Mortgagor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining said real property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with said real property; (e) all buildings, improvements and landscaping now or hereafter erected or located on said real property; (f) all development rights, governmental or quasi-governmental licenses, permits or approvals, zoning rights and other similar rights or interests which relate to the development, use or operation of, or that benefit or are appurtenant to, said real property; (g) all mineral rights, oil and gas rights, air rights, water or water rights, including without limitation, all wells, canals, ditches and reservoirs of any nature and all rights thereto, appurtenant to or associated with said real property, whether decreed or undecreed, tributary or non-tributary, surface or underground, appropriated or unappropriated, and all shares of stock in any water, canal, ditch or reservoir company, and all well permits, water service contracts, drainage rights and other evidences of any such rights; and (h) all interest or estate which Mortgagor now has or may hereafter acquire in said real property and all additions and accretions thereto, and all awards or payments made for the taking of all or any portion of said real property by eminent



domain or any proceeding or purchase in lieu thereof, or any damage to any portion of said real property (collectively, the “**Subject Property**”). The listing of specific rights or property shall not be interpreted as a limitation of general terms.

ARTICLE II. OBLIGATIONS SECURED

2.1 Obligations Secured. Mortgagor makes this grant and assignment for the purpose of securing the following obligations (each, a “**Secured Obligation**” and collectively, the “**Secured Obligations**”):

(a) payment to Mortgagee of all sums at any time owing and performance of all other obligations arising under or in connection with that certain promissory note (the “**Note**”) dated as of the date hereof, in the principal amount of **TWO HUNDRED THOUSAND EIGHT HUNDRED AND THREE AND 72/100 DOLLARS (\$200,803.72)**, with interest as provided therein, executed by Mortgagor and payable to Mortgagee or its order, together with the payment and performance of any other indebtedness or obligations incurred in connection with the credit accommodation evidenced by the Note, whether or not specifically referenced therein; and

(b) payment and performance of all obligations of Mortgagor under this Mortgage, together with all advances, payments or other expenditures made by Mortgagee as or for the payment or performance of any such obligations of Mortgagor; and

(c) all modifications, extensions and renewals of any of the Secured Obligations however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

Mortgagor will pay to Mortgagee a late fee equal to \$25.00 for any installment of principal not received by Mortgagee within ten (10) days following the due date thereof (except that such fee shall not be payable with respect to the balloon payment due on the final payment due at the maturity date outlined in the Note). The late charge is not a penalty, but liquidated damages to defray administrative and related expenses due to such late payment. The acceptance of a late payment, or late charges, shall not constitute a waiver of any Default then existing or thereafter arising.

Notwithstanding the foregoing provisions of this Section 2.1, provided no Default exists hereunder, and provided that Mortgagor gives Mortgagee at least fifteen (15) days prior written notice, Mortgagor may prepay all or any part of the principal amount of the Loan at any time without premium or penalty.

ARTICLE III. RIGHTS AND DUTIES OF THE PARTIES

3.1 Title. Mortgagor warrants that Mortgagor lawfully possesses and holds fee simple title to, and that this Mortgage is a valid lien on the Subject Property and all of Mortgagor's interest therein.

3.2 Taxes and Assessments. Mortgagor shall pay prior to delinquency all taxes, assessments, levies and charges imposed: (a) by any public or quasipublic authority or utility



company which are or which may become a lien upon or cause a loss in value of the Subject Property or any interest therein; or (b) by any public authority upon Mortgagee by reason of its interest in any Secured Obligation or in the Subject Property, or by reason of any payment made to Mortgagee pursuant to any Secured Obligation; provided however, that Mortgagor shall have no obligation to pay any income taxes of Mortgagee. Promptly upon request from Mortgagee, Mortgagor shall furnish to Mortgagee satisfactory evidence of the payment of all of the foregoing. Mortgagee is hereby authorized to request and receive from the responsible governmental and non-governmental personnel written statements with respect to the accrual and payment of any of the foregoing.

3.3 Performance of Secured Obligations. Mortgagor shall promptly pay and perform each Secured Obligation when due.

3.4 Liens, Encumbrances and Charges. Mortgagor shall promptly discharge any lien on the Subject Property not approved by Mortgagee in writing. Except as otherwise provided in any Secured Obligation or other agreement with Mortgagee, Mortgagor shall pay when due all obligations secured by or reducible to liens and encumbrances which shall now or hereafter encumber the Subject Property, whether senior or subordinate hereto, including without limitation, any mechanics' liens.

3.5 Insurance. Mortgagor shall insure the Subject Property against loss or damage by fire and such other risks as Mortgagee shall from time to time reasonably require. Mortgagor shall carry commercial general liability insurance and such other insurance as Mortgagee may reasonably require. Mortgagor shall maintain all required insurance at Mortgagor's expense, under policies issued by companies and in form and substance satisfactory to Mortgagee. All policies and certificates of insurance with respect to property/casualty coverage required under this Subsection 3.5 shall name Mortgagee as "Mortgagee" and "Lender Loss Payable"; all policies and certificates of insurance with respect to the commercial general liability coverage required under this Subsection 3.5 shall name Mortgagee as additional loss payee and certificate holder, and all shall provide that the insurance cannot be terminated as to Mortgagee except upon a minimum of ten (10) days' prior written notice to Mortgagee. Promptly upon request by Mortgagee, Mortgagor shall deliver to Mortgagee the original of all such policies or certificates, with receipts evidencing annual prepayment of the premiums.

3.6 Damages; Insurance and Condemnation Proceeds.

(a) Subject to subsection (b) below, (i) all awards of damages and all other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation (or transfer in lieu thereof) for public or private use affecting the Subject Property; (ii) all other claims and awards for damages to or decrease in value of the Subject Property; (iii) all proceeds of any insurance policies payable by reason of loss sustained to the Subject Property; and (iv) all interest which may accrue on any of the foregoing, are all absolutely and irrevocably assigned to and shall be paid to Mortgagee. At the absolute discretion of Mortgagee, whether or not its security is or may be impaired, but subject to applicable law if any, and without regard to any requirement contained in any other Section hereof, Mortgagee may apply



all or any of the proceeds it receives to its expenses in settling, prosecuting or defending any such claim and apply the balance to the Secured Obligations in any order, and release all or any part of the proceeds to Mortgagor upon any reasonable conditions Mortgagee may impose. Mortgagee may commence, appear in, defend or prosecute any assigned claim or action, and may adjust, compromise, settle and collect all claims and awards assigned to Mortgagee; provided however, that in no event shall Mortgagee be responsible for any failure to collect any claim or award, regardless of the cause of the failure.

(b) Notwithstanding subsection (a) above, relating to the application of insurance proceeds and condemnation proceeds, if the damage to the Subject Property through casualty or condemnation can be repaired in a timely and economically feasible manner, and in a manner which remains in compliance with all leases on the Subject Property and the requirements of all applicable building, subdivision and zoning codes, Mortgagee agrees that it will make such proceeds available to the construction costs of, or to reimburse Mortgagor for those costs of construction incurred by Mortgagor in, effecting the repair and restoration of those portions of the Subject Property which shall have been condemned, damaged or destroyed in accordance with the following conditions and procedures:

- (i) There shall then exist no uncured Default on the part of Mortgagor hereunder;
- (ii) No portion of such proceeds shall be made available by Mortgagee for architectural reviews or for any other purposes which are not directly attributable to the costs of reconstructing those portions of the Subject Property which are so taken, damaged or destroyed;
- (iii) Mortgagor shall have first provided assurances satisfactory to Mortgagee that such repair can be timely completed to the satisfaction of Mortgagee (including without limitation delivering to Mortgagee an executed fixed price or maximum price contract for such repair or restoration, and depositing with Mortgagee such amounts as shall in the opinion of Mortgagee may be required in addition to the available insurance or condemnation proceeds, to fully pay the cost of such repair and restoration); and
- (iv) Each disbursement by Mortgagee of such proceeds and deposits (A) shall be funded on a periodic basis, but no more frequently than monthly, (B) shall not in any instance be in an amount greater than the actual cost of such repair and restoration which has been performed (ii) since the date of performance of that portion of such work which was reimbursed with the immediately preceding disbursement, or (ii) with respect to the first disbursement, since the date of commencement of such work (which cost shall be verified in writing in each instance by an architect, engineer or other party theretofore approved by Mortgagee), (C) shall be conditioned in part upon the delivery to Mortgagee of a current title insurance policy, (D) shall be further conditioned upon Mortgagee's satisfaction that any undisbursed proceeds and deposits are sufficient to fully pay the then remaining costs of completing such repair and



restoration, and (E) conditioned upon the approval of each draw request by an architect or engineer approved by Mortgagee (whose expenses shall be paid by Mortgagor) as to the matters described in (A) (D) above and that the work is being performed in accordance with plans and specifications for such work which have been previously submitted to and approved in writing by Mortgagee. In the event and to the extent such insurance proceeds or condemnation proceeds are not required or used for the repair and restoration of the Subject Property as aforesaid, Mortgagee shall be entitled to apply such sums on account of the indebtedness secured by this Mortgage, regardless of whether the same shall then be due and payable, and any balance of such sums thereafter remaining shall be paid to Mortgagor.

3.7 Maintenance and Preservation of Subject Property. Mortgagor covenants:

(a) to keep the Subject Property in good condition and repair, ordinary wear and tear excepted;

(b) except with Mortgagee's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, not to remove or demolish the Subject Property, nor alter, restore or add to the Subject Property, nor initiate or acquiesce in any change in any zoning or other land classification which affects the Subject Property;

(c) to restore promptly and in good workmanlike manner any portion of the Subject Property which may be damaged or destroyed, unless Mortgagee requires that all of the insurance proceeds be used to reduce the Secured Obligations as provided in the Section hereof entitled Damages; Insurance and Condemnation Proceeds;

(d) to comply in all material respects with and not to suffer any material violation of any or all of the following which govern acts or conditions on, or otherwise affect the Subject Property: (i) laws, ordinances, regulations, standards and judicial and administrative rules and orders; (ii) covenants, conditions, restrictions and equitable servitudes, whether public or private; and (iii) requirements of insurance companies and any bureau or agency which establishes standards of insurability;

(e) not to commit or permit waste of the Subject Property; and

(f) to do all other acts which from the character or use of the Subject Property may be reasonably necessary to maintain and preserve its value.

3.8 Due on Sale or Encumbrance. If the Subject Property or any interest therein shall be sold, transferred, mortgaged, assigned, encumbered or leased, whether voluntarily, involuntarily or by operation of law, without Mortgagee's prior written consent, THEN Mortgagee may, at its sole option, declare all Secured Obligations immediately due and payable in full.

3.9 Releases, Extensions, Modifications and Additional Security. Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Subject Property or in any manner obligated under any Secured Obligation (each, an “**Interested Party**”), Mortgagee may, from time to time, release any Interested Party from liability for the payment of any Secured Obligation, take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Secured Obligation, accept additional security, and enforce, waive, subordinate or release all or a portion of the Subject Property or any other security for any Secured Obligation. None of the foregoing actions shall release or reduce the personal liability of any Interested Party, nor release or impair the priority of the lien of this Mortgage upon the Subject Property.

3.10 Release of Mortgage. Upon satisfaction in full of the Secured Obligations, Mortgagee, without warranty, shall deliver for recording in the appropriate real property records a satisfaction or release of Mortgage for the Subject Property, or that portion thereof then covered hereby, from the lien of this Mortgage.

3.11 Subrogation. Mortgagee shall be subrogated to the lien of all encumbrances, whether or not released of record, paid in whole or in part by Mortgagee pursuant to this Mortgage or by the proceeds of any Secured Obligation.

ARTICLE IV. DEFAULT PROVISIONS

4.1 Default. The occurrence of any of the following shall constitute a “**Default**” under this Mortgage: (a) Mortgagor shall fail to observe or perform any obligation or agreement contained herein, and such default shall continue unremedied for a period of thirty (30) days after Mortgagor’s receipt of written notice thereof from Mortgagee; (b) any default in the payment or performance of any obligation, or any defined Default, beyond any applicable notice and cure period, under any other contract, instrument or document executed in connection with, or with respect to, any Secured Obligation; or (c) any violation of the subsection hereof entitled Due on Sale or Encumbrance.

4.2 Rights and Remedies. Upon the occurrence and during the continuance of any Default, Mortgagee shall have all the following rights and remedies:

(a) With or without notice, to declare all Secured Obligations immediately due and payable in full.

(b) With or without notice, without releasing Mortgagor from any Secured Obligation and without becoming a mortgagee in possession, to cure any Default of Mortgagor and, in connection therewith: (i) to enter upon the Subject Property and to do such acts and things as Mortgagee deems necessary to protect the security of this Mortgage, including without limitation, to appear in and defend any action or proceeding purporting to affect the security of this Mortgage or the rights or powers of Mortgagee hereunder; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the judgment of Mortgagee, is senior in priority to this Mortgage, the judgment of Mortgagee being conclusive as between the parties hereto; (iii) to obtain, and to pay any premiums or charges with respect to,



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any insurance required to be carried hereunder; and (iv) to employ counsel, accountants, contractors and other appropriate persons to assist Mortgagee.

(c) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this Mortgage or to obtain specific enforcement of the covenants of Mortgagor under this Mortgage, and Mortgagor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy. For the purposes of any suit brought under this subsection, Mortgagor waives the defenses of laches and any applicable statute of limitations.

(d) To apply to a court of competent jurisdiction for and obtain appointment of a receiver of the Subject Property as a matter of strict right and without regard to: (i) the adequacy of the security for the repayment of the Secured Obligations; (ii) the existence of a declaration that the Secured Obligations are immediately due and payable; or (iii) the filing of a notice of default; and Mortgagor consents to such appointment.

(e) To take and possess all documents, books, records, papers and accounts of Mortgagor or the then owner of the Subject Property; and to make repairs, alterations and improvements to the Subject Property deemed necessary, in Mortgagee's judgment, to protect or enhance the security hereof.

(f) To foreclose this Mortgage as now provided by law in case of past due mortgages, and Mortgagee shall be authorized, at its option, whether or not possession of the Subject Property is taken, after giving twentyone (21) days' notice by publication once a week for three (3) consecutive weeks of the time, place and terms of each such sale by publication in some newspaper of general circulation published in the county wherein the Subject Property or any part thereof is located, to sell the Subject Property (or such part or parts thereof as Mortgagee may from time to time elect to sell) in front of such county's courthouse door, at public outcry, during the legal hours of sale, to the highest bidder for cash. Mortgagee, its successors and assigns, may bid at any sale or sales had under the terms of this Mortgage and may purchase the Subject Property, or any part thereof, if the highest bidder therefor. The purchaser at any such sale or sales shall be under no obligation to see to the proper application of the purchase money. At any foreclosure sale, any part or all of the Subject Property, real, personal or mixed, may be offered for sale in parcels or en masse for one total price, the proceeds of any such sale en masse to be accounted for in one account without distinction between the items included therein or without assigning to them any proportion of such proceeds, Mortgagor hereby waiving the application of any doctrine of marshalling or like proceeding. In case Mortgagee, in the exercise of the power of sale herein given, elects to sell the Subject Property in parts or parcels, sales thereof may be held from time to time, and the power of sale granted herein shall not be fully exercised until all of the Subject Property not previously sold shall have been sold or all the Secured Obligation secured hereby shall have been paid in full.

4.3 Application of Foreclosure Sale Proceeds. After deducting all costs, fees and expenses of sale, including costs of evidence of title and attorneys' fees in connection with a sale, all proceeds of any foreclosure sale shall be applied first, to payment of all Secured Obligations



(including without limitation, all sums expended by Mortgagee under the terms hereof and not then repaid, with accrued interest at the highest rate per annum payable under any Secured Obligation), in such order and amounts as Mortgagee in its sole discretion shall determine; and the remainder, if any, to the person or persons legally entitled thereto.

4.4 Application of Other Sums. All sums received by Mortgagee or any agent or receiver hereunder, less all costs and expenses incurred by Mortgagee or such agent or receiver, including reasonable attorneys' fees, shall be applied to payment of the Secured Obligations in such order as Mortgagee shall determine in its sole discretion; provided however, that Mortgagee shall have no liability for funds not actually received by Mortgagee.

4.5 No Cure or Waiver. Neither Mortgagee's or any receiver's entry upon and taking possession of the Subject Property, nor any collection of insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Secured Obligation, nor the exercise of any other right or remedy by Mortgagee or any receiver shall impair the status of the security of this Mortgage, or cure or waive any breach, Default or notice of default under this Mortgage, or nullify the effect of any notice of default or sale (unless all Secured Obligations and any other sums then due hereunder have been paid in full and Mortgagor has cured all other Defaults), or prejudice Mortgagee in the exercise of any right or remedy, or be construed as an affirmation by Mortgagee of any tenancy, lease or option of the Subject Property or a subordination of the lien of this Mortgage.

4.6 Costs, Expenses and Attorneys' Fees. Mortgagor agrees to pay to Mortgagee immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including court costs and reasonable attorneys' fees, expended or incurred by Mortgagee pursuant to this Article IV, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Mortgagee or any other person) relating to Mortgagor or in any way affecting any of the Subject Property or Mortgagee's ability to exercise any of its rights or remedies with respect thereto. All of the foregoing shall be paid by Mortgagor with interest from the date of demand until paid in full at the highest rate per annum payable under any Secured Obligation.

4.7 Power to File Notices and Cure Defaults. Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns as Mortgagor's true attorney-in-fact to perform any of the following powers, which agency is coupled with an interest: (a) to execute and/or record any notices of completion, cessation of labor, or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest; and (b) upon the occurrence and during the continuance of a Default, to perform any obligation of Mortgagor hereunder; provided however, that Mortgagee, as such attorney-in-fact, shall only be accountable for such funds as are actually received by Mortgagee, and Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to act under this Section.

4.8 Remedies Cumulative; No Waiver. All rights, powers and remedies of Mortgagee hereunder are cumulative and are in addition to all rights, powers and remedies provided by law or in any other agreements between Mortgagor and Mortgagee. No delay, failure or discontinuance of Mortgagee in exercising any right, power or remedy hereunder shall affect or operate as a waiver of such right, power or remedy; nor shall any single or partial exercise of any such right, power or remedy preclude, waive or otherwise affect any other or further exercise thereof or the exercise of any other right, power or remedy.

4.9 Waiver. Mortgagor waives, to the fullest extent permitted by law, the benefit of all laws now existing or hereafter enacted providing for (i) any appraisal before sale of any portion of the Subject Property (commonly known as appraisal laws), or (ii) any extension of time for the enforcement of the collection of the Secured Obligation or any creation or extension of a period of redemption from any sale made in collecting the Secured Obligation (commonly known as stay laws and redemption laws).

4.10 Sale of Subject Property. In case of any sale of the Subject Property as authorized by this Article IV, all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the nonpayment of any of the Secured Obligation, or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

ARTICLE V. MISCELLANEOUS PROVISIONS

5.1 No Merger. No merger shall occur as a result of Mortgagee's acquiring any other estate in, or any other lien on, the Subject Property unless Mortgagee specifically consents to a merger in writing.

5.2 Execution of Documents. Mortgagor agrees, upon demand by Mortgagee, to execute any and all documents and instruments required to effectuate the provisions hereof.

5.3 Right of Inspection. Mortgagee or its agents or employees may enter onto the Subject Property at any reasonable time, with one (1) day's prior notice thereof, for the purpose of inspecting the Subject Property and ascertaining Mortgagor's compliance with the terms hereof.

5.4 Notices. All notices, requests and demands which Mortgagor or Mortgagee is required or may desire to give to the other party must be in writing, delivered to such party at its address set forth on Page 1 hereof, or at such other address as either party shall designate by written notice to the other party in accordance with the provisions hereof.

5.5 Successors; Assignment. This Mortgage shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto; provided however, that this Section does not waive the provisions of the Section hereof entitled Due on Sale or Encumbrance.



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5.6 Rules of Construction. (a) When appropriate based on the identity of the parties or other circumstances, the masculine gender includes the feminine or neuter or both, and the singular number includes the plural; (b) the term "Subject Property" means all and any part of or interest in the Subject Property; (c) all Section headings herein are for convenience of reference only, are not a part of this Mortgage, and shall be disregarded in the interpretation of any portion of this Mortgage; (d) if more than one person or entity has executed this Mortgage as "Mortgagor," the obligations of all such Mortgagors hereunder shall be joint and several; and (e) all terms of Exhibit A, and each other exhibit and/or rider attached hereto and recorded herewith, are hereby incorporated into this Mortgage by this reference.

5.7 Severability of Provisions. If any provision of this Mortgage shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or any remaining provisions of this Mortgage.

5.8 Homestead. The Subject Property constitutes homestead property of the Mortgagor.

5.9 Governing Law; Jurisdiction. This Mortgage shall be governed by and construed in accordance with the laws of the State of Alabama. Borrower consents to the jurisdiction of the federal and state courts presiding in Shelby County, Alabama in any action to enforce this Mortgage. Nothing herein shall limit the jurisdiction of any other court.

5.10 Waiver of Jury Trial. **EACH OF MORTGAGOR AND MORTGAGEE, BY ACCEPTANCE HEREOF, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVES, RELINQUISHES, AND FOREVER FORGOES HEREBY THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, INCLUDING, WITHOUT LIMITATION, ANY TORT ACTION, BROUGHT BY EITHER OF THEM AGAINST THE OTHER BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO OR IN CONNECTION WITH THIS MORTGAGE, THE LOAN, OR ANY COURSE OF CONDUCT, ACT, OMISSION, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, SUCH PERSON'S AGENTS OR ATTORNEYS), IN CONNECTION WITH THE LOAN OR THIS MORTGAGE, INCLUDING, WITHOUT LIMITATION, IN ANY COUNTERCLAIM WHICH BORROWER MAY BE PERMITTED TO ASSERT THEREUNDER OR WHICH MAY BE ASSERTED BY MORTGAGEE AGAINST**



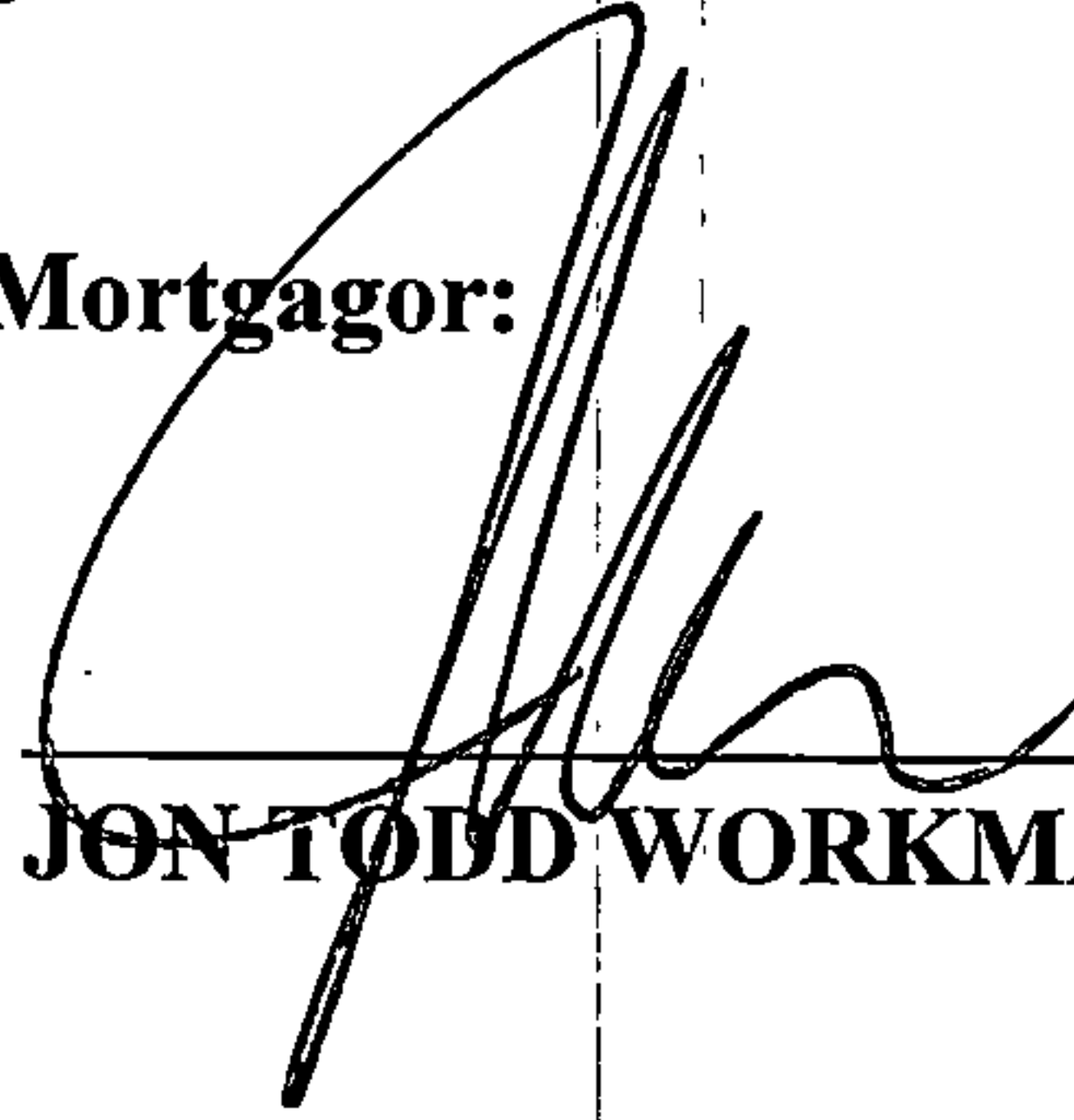
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**MORTGAGOR, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE.
THIS WAIVER BY MORTGAGOR OF ITS RIGHT TO A JURY TRIAL IS A MATERIAL
INDUCEMENT FOR MORTGAGEE TO EXTEND THE LOAN TO MORTGAGOR.**

Remainder of Page Intentionally Left Blank. Signatures Appear on Following Page.

IN WITNESS WHEREOF, each Mortgagor has executed this Mortgage effective as of the date first set forth above.

Mortgagor:



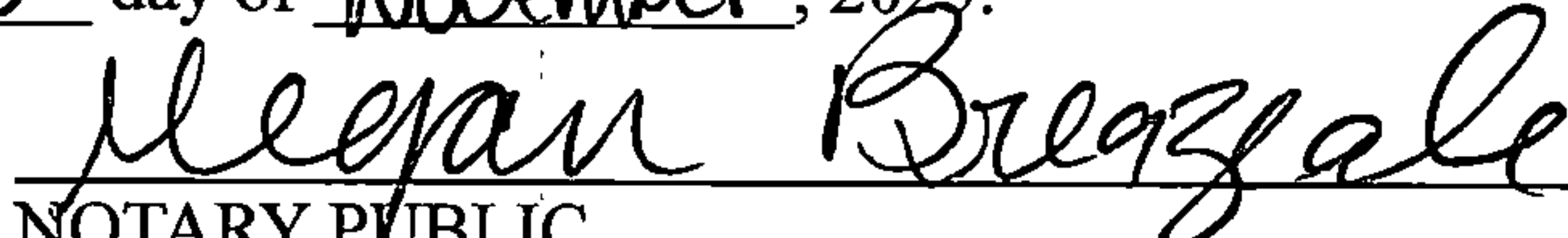
JON TODD WORKMAN

STATE OF ALABAMA)

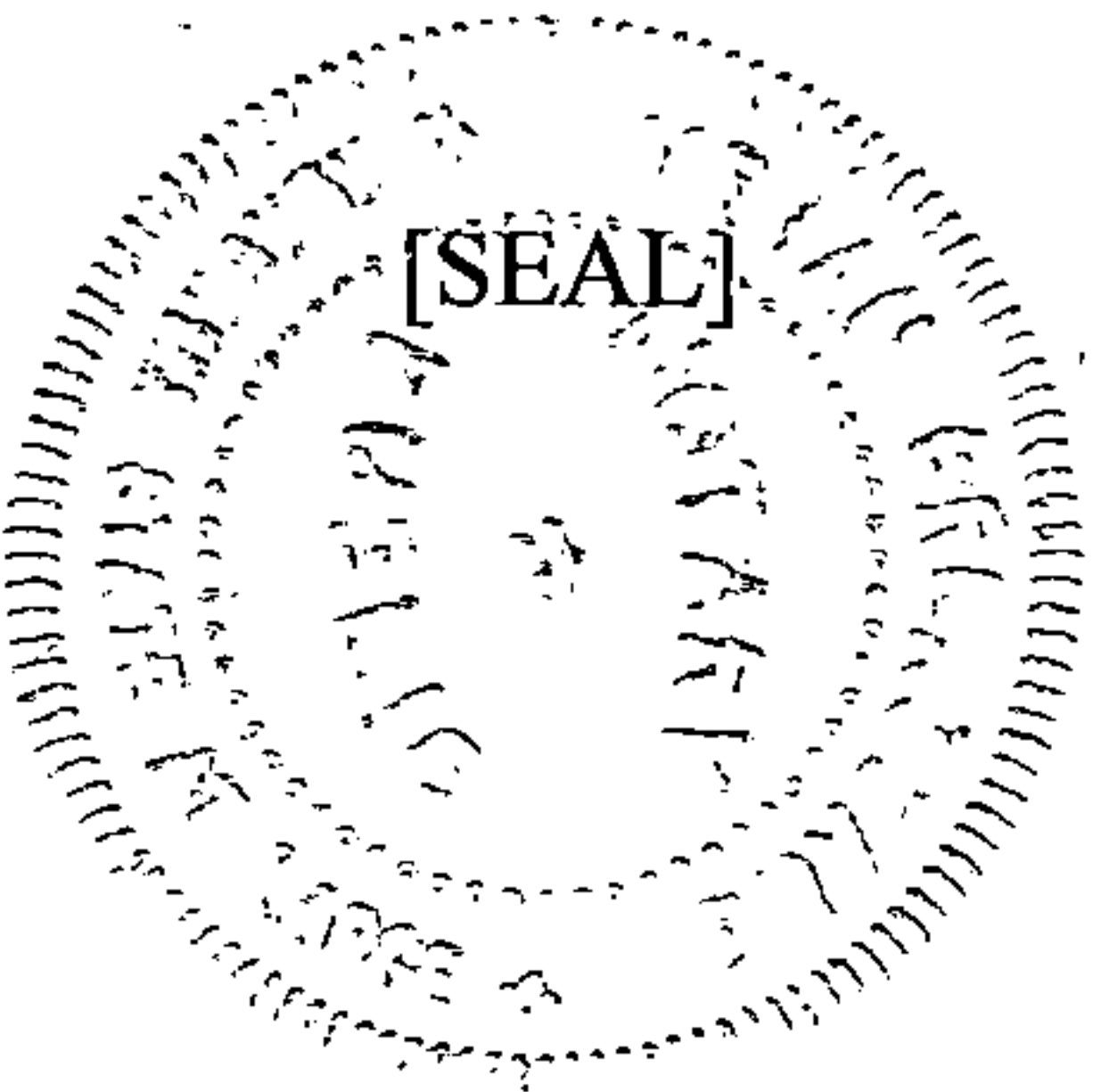
COUNTY OF Chilton)

I, Megan Breazale, a Notary Public in and for said County in said State, hereby certify that **JON TODD WORKMAN**, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily.

Given under my hand and seal, this 20 day of November, 2025.



NOTARY PUBLIC
My Commission Expires: MY COMMISSION EXPIRES JULY 30, 2029



Mortgagor:



VANESSA B. WORKMAN

STATE OF ALABAMA)

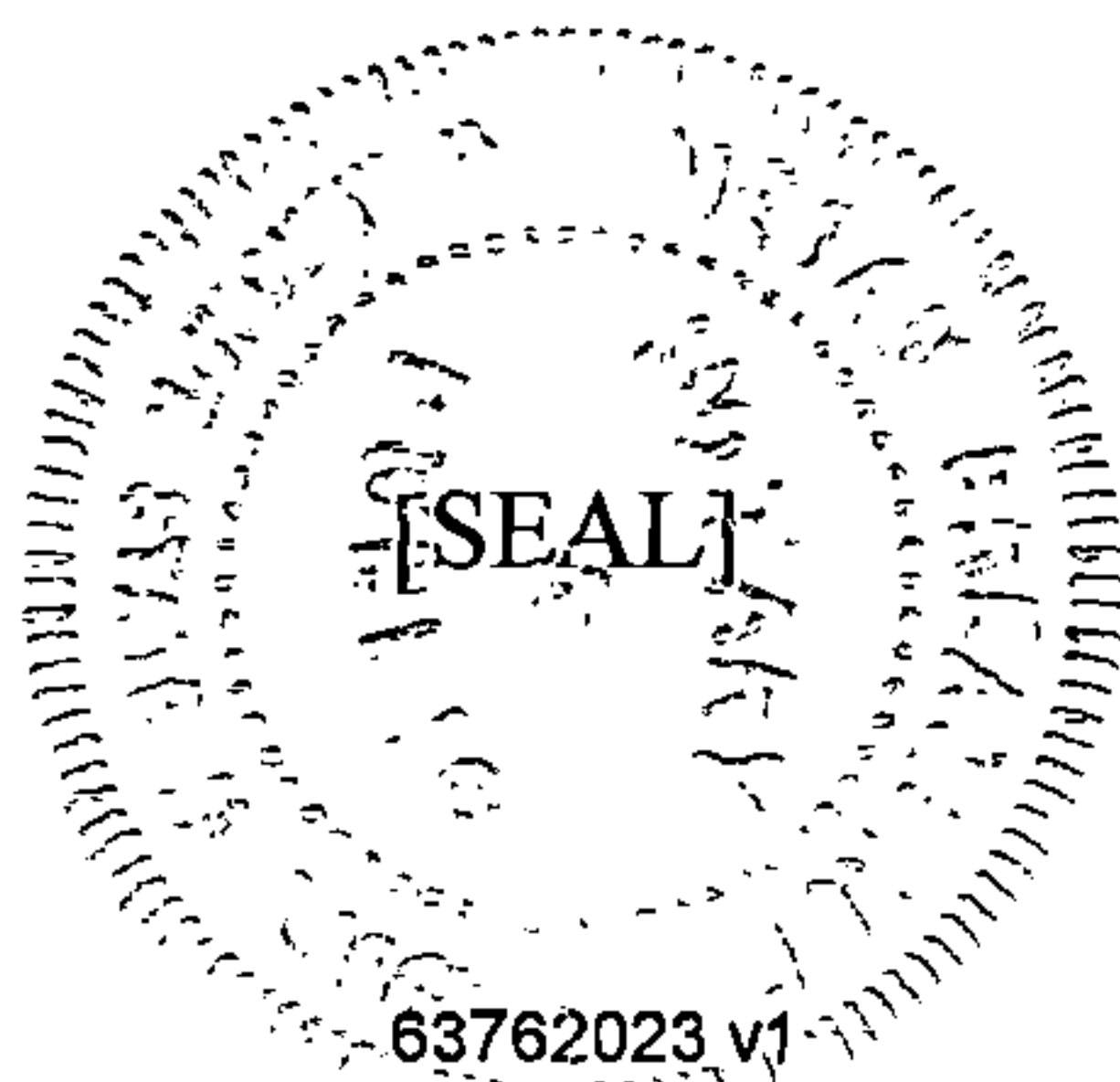
COUNTY OF Chilton)

I, Megan Breazale, a Notary Public in and for said County in said State, hereby certify that **VANESSA B. WORKMAN**, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she executed the same voluntarily.

Given under my hand and seal, this 20 day of November, 2025.



NOTARY PUBLIC
My Commission Expires MY COMMISSION EXPIRES JULY 30, 2029





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EXHIBIT A

Parcel 1 - Property having Lot No. 51.00 Acres, with the Section No.S: 06 T: 22S R: 02W, and property beginning at SW¹/₄ OF NW¹/₄ & S 330' OF NW ¹/₄ OF NW¹/₄ OF SEC6.

Being that certain property conveyed to Mortgagee by Quit Claim Deed recorded as instrument number 20190606000197180 in the Shelby County Judge of Probate Office.

Parcel 2 - Property having Lot No. 42.96 Acres, with the Section No.S: 1 T: 22S R: 03W, and property beginning at BEG INT E R/W CO RD 107 WITH S/L SE¹/₄ OF NE¹/₄ TH N ALG E R/W 1270'(S) TH SELY123.42 TH NELY490'(S) TH E TO E/L SEC1 TH S TO S/L SD ¹/₄ ¹/₄ TH W TO P OB LESS ROW ACQD BY SC HWY DEPT PER PROJECT NO SCP59-410-00.

Being that certain property conveyed to Mortgagee by Quit Claim Deed recorded as instrument number 20190606000197170 in the Shelby County Judge of Probate Office.

The two parcels described above are also reflected as:

(a) Tax Parcel ID - 27 1 01 0 001 006.000 - Metes and Bounds: COM SW COR SE¹/₄ NE¹/₄ E 58.87 TO E ROW CO RD 107 & POB CONT N ALG ROW 695(S) E ALG ROW 10(S) N ALG ROW 170(S) SE123.42 NE540(S) E TO E LN SEC 1 S ALG SEC LN 1150(S) W1256.77 TO POB.

(b) Tax Parcel ID - 28 3 06 0 001 005.000 - Metes and Bounds: SW¹/₄ OF NW¹/₄ & S 330' OF NW ¹/₄ OF NW¹/₄ OF SEC6.

Both parcels having an address of: 222 HWY 107, Montevallo, AL 35115.