

This instrument was prepared by:
Matthew T. Kidd
Kidd & Company, LLC
3138 Cahaba Heights Road
Birmingham, AL 35243

MORTGAGE

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS Deirdre McCullough, an unmarried individual, (hereinafter "Mortgagors", whether one or more) are justly indebted to Derick Williams (hereinafter "Mortgagee" whether one or more), in the sum of ELEVEN THOUSAND TWO HUNDRED AND TEN and 21/100 Dollars (\$11,210.21) evidenced by a note executed simultaneously herewith (hereinafter the "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 and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate (herein after the "Property") situated in Shelby County, State of Alabama, to-wit:

A Parcel of land situated in the SW 1/4 of Section 23 and the NW 1/4 of Section 26, all in Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the NE Corner of the NE 1/4 of the NW 1/4 of Section 26, Township 21 South, Range 1 West, Shelby County, Alabama; thence N01°08'26"W a distance of 2.82'; thence S43°53'58"E a distance of 30.19'; thence S51°07'12"W a distance of 201.20'; thence N42°50'38"W a distance of 129.95'; thence N50°22'19"E a distance of 9.96' to the POINT OF BEGINNING; thence N42°41'22"W a distance of 111.78'; thence N50°24'56"E a distance of 98.96'; thence S40°08'07"E a distance of 112.88'; thence S51°11'01"W a distance of 94.00' to the POINT OF BEGINNING. Said Parcel containing 0.25 acres, more or less.

TO HAVE AND TO HOLD the above granted Property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever;

FURTHERMORE, for the purpose of further securing the payment of said indebtedness, Mortgagors covenant and agree as follows:

1. **WARRANTY.** That Mortgagors are lawfully seized in fee simple and possessed of the Property and have a good right to convey the same as aforesaid, that they will warrant and forever defend the title against the lawful claims of all persons, and that the Property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.
2. **PAYMENT.** Mortgagors shall pay when due the principal of, and interest on, the debt evidenced by the Note.
3. **TAXES AND INSURANCE.** Mortgagors agree to keep the improvements on the Property insured against loss or damage due to hazards including, but not limited to 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 fails to keep said property insured as above specified, or fails 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. Mortgagors agree 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. All amounts so expended by said Mortgagee for taxes and assessments, shall become a debt to said Mortgagee or assigns, additional to the debt hereby 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. Mortgagors agree to furnish Mortgagee with a paid receipt for property taxes no later than December 31st of each year.

4. **DUE ON SALE.** If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this mortgage. If Mortgagee exercises this option, Mortgagee shall give Mortgagor 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 Mortgagor must pay all sums secured by this mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this mortgage without further notice or demand on Mortgagor.
5. **MAINTENANCE OF PROPERTY.** Mortgagors will take good care of the Property, will comply with all building, maintenance, and zoning codes and laws, and will not commit or permit any waste thereon, and will keep the same repaired and at all time maintain the same in as good condition as it is at the time of this mortgage. Except for reasonable wear and tear, upon failure to comply with the terms of this paragraph and at the election of the Mortgagee and without notice, the Mortgagee may, at its option, declare the obligations secured by this mortgage due and payable.
6. **NONWAIVER.** No delay or failure of the Mortgagee too exercise any power, right, option or act authorized by the Mortgagee or to declare default on the part of the Mortgagor shall be deemed as a waiver of the right to declare the Mortgagor in default by reason of failure of Mortgagor to procure and maintain insurance or to pay taxes or to strictly comply with any of the other duties of Mortgagors under the terms of the Mortgage, it being agreed that no terms or conditions contained in the Mortgage can be waived, altered, or changed except as evidenced in writing signed by the Mortgagors and by the Mortgagee. The Mortgage, together with the Note executed simultaneously herewith and any other documents evidencing indebtedness secured by this mortgage, constitutes the entire understanding and agreement of the parties as to the matters set forth in this mortgage. This mortgage may not be modified orally.
7. **HEIRS AND SUCCESSORS.** All covenants and agreements of the Mortgagors and Debtors herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, right privileges and powers herein given, grants or secured to the Mortgagee shall insure to the benefit of the successors or assigns of the Mortgagee. Mortgagee may assign the Mortgage and the obligations secured by the same at any times without notice to Mortgagors.
8. **MECHANICS LIENS.** All obligations secured by this Mortgage shall at once become due and payable and this Mortgage subject to foreclosure as herein provided at the option of the Mortgagee when and if any statement of lien is filed under the statutes of the State of Alabama, laws of the United States or other applicable law relating to liens of mechanics and materialmen or taxes, without regard to the expenses arising from or related to such liens and claims.
9. **ATTORNEY FEES AND EXPENSES.** All expenses incurred by the Mortgagee, including attorney's fees, in the enforcement of this mortgage, collection of insurance proceeds, and in compromising, adjusting or defending against taxes, liens, claims or encumbrances sought to be fixed upon the Property, whether such claims or encumbrances be valid or not, shall become part of the debt hereby secured, and

shall bear interest from date of payments by said Mortgagee or its assigns and be at once due and payable.

10. **CONDEMNATION.** If the Property, or any part thereof, is taken under the power of eminent domain, the award shall be promptly disbursed to Mortgagee for application against the obligations secured hereby and Mortgagors grant to the Mortgagee an irrevocable power of attorney coupled with an interest to take all actions on behalf of Mortgagors to collect and received and apply such condemnation award.
11. **APPLICABLE LAW.** This Mortgage shall be governed as to its validity, interpretation, construction, affect and in all other respect by the laws and decisions of the State of Alabama.
12. **SEVERABILITY.** If a court of competent jurisdiction finds any provisions of the mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this mortgage in all other respects shall remain valid and enforceable.

Should default be made in the payment of any sum due to Mortgagee under the terms of the Note including but not limited to monthly payments of principal and interest; or, should any part of indebtedness hereby secured, or the interest thereon, remain unpaid at maturity as described in the Note; or should any sum expended by the said Mortgagee or assigns, 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 incumbrance thereon, so as to endanger the debt hereby secured; or, should a petition to condemn any part of the Property be files by an authority having power of eminent domain; or, should at any time any of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction; or should the Mortgagors fail to do or perform any other act of thing herein required or agreed; 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 incumbrances, 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 Mortgagors. The undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefore.

UPON CONDITION, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void.

THIS MORTGAGE CANNOT BE ASSUMED WITHOUT WRITTEN CONSENT OF THE MORTGAGEE.

[Signature and acknowledgement page to follow]

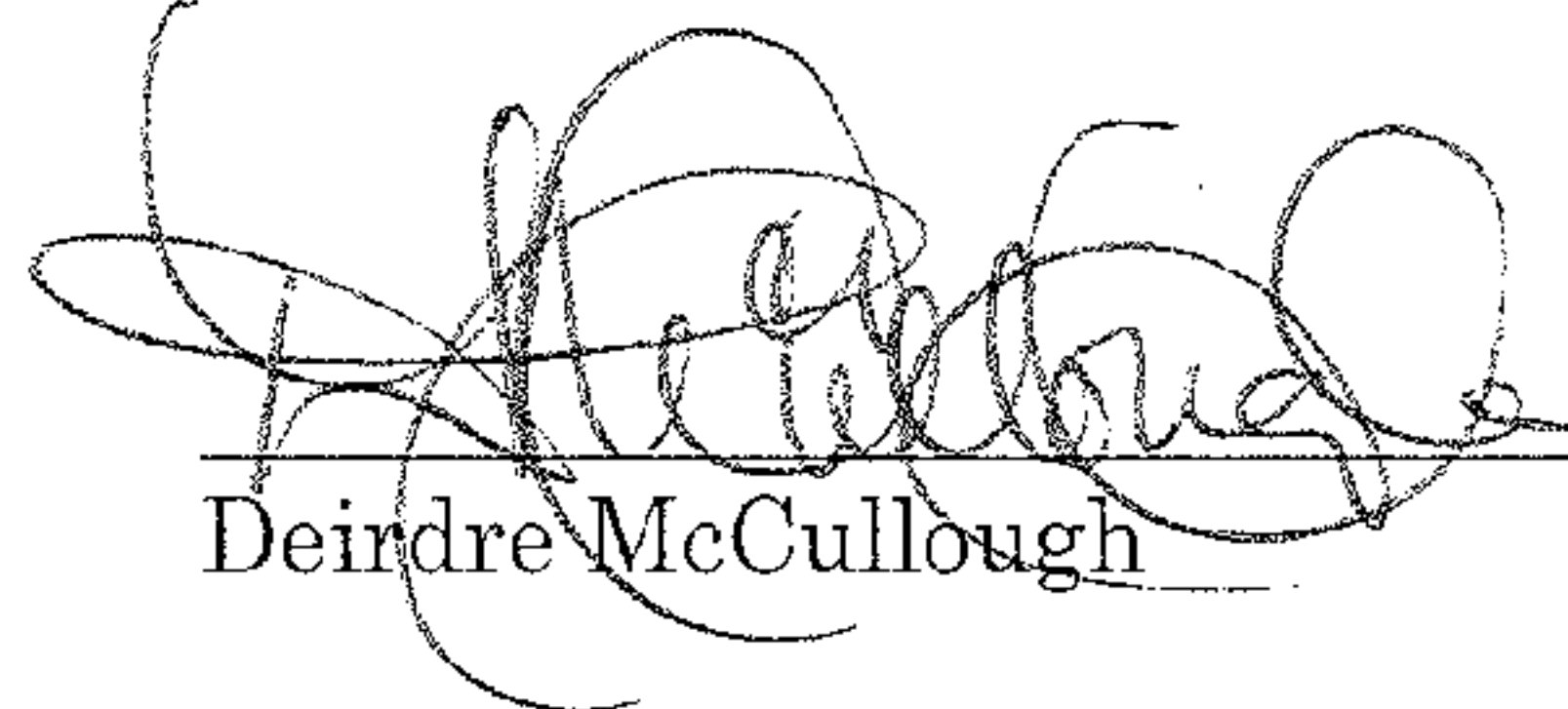


Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/28/2026 03:53:36 PM
\$47.95 BRITTANI
20260128000026760

Allie S. Boyd

THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

IN WITNESS WHEREOF, the undersigned, have hereunto set their signatures and seals this the 20th day of January, 2026.

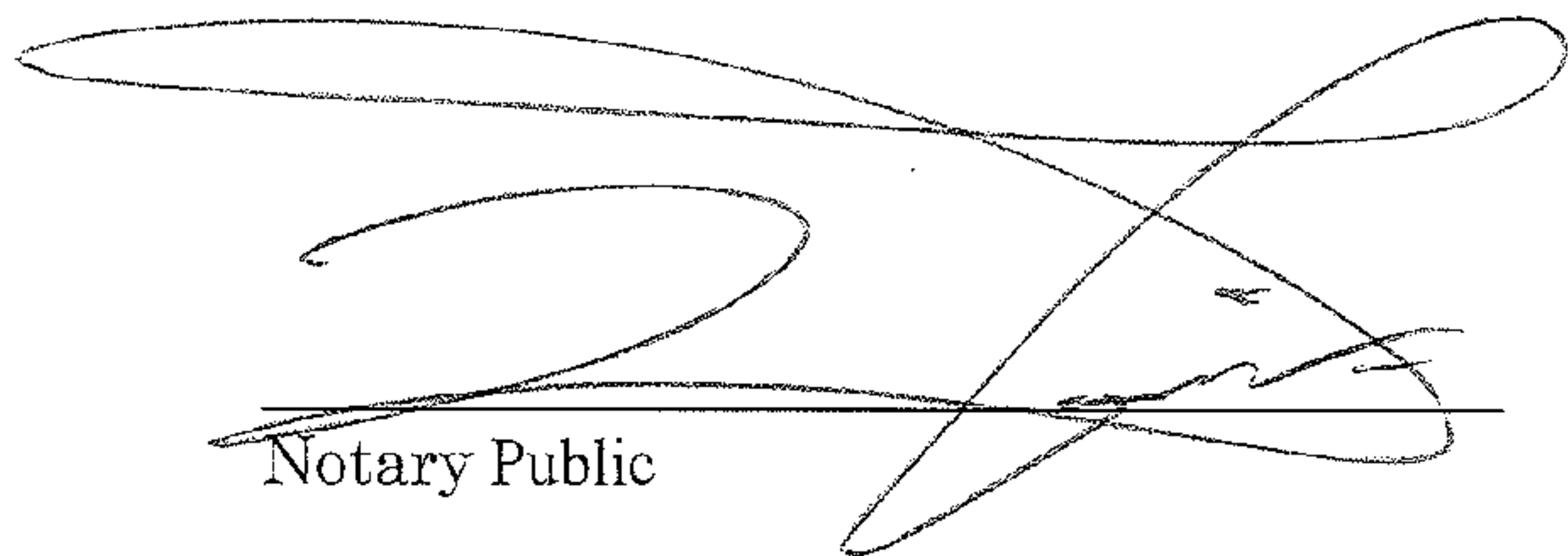
 (SEAL)
Deirdre McCullough

STATE OF ALABAMA
COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Deirdre McCullough**, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of January, 2026.

My Commission Expires:


Notary Public

