

This Instrument was Prepared by:  
Michael T. Atchison, Attorney at Law, Inc.  
P.O. Box 822, Columbiana, AL 35051

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## MORTGAGE

**State of Alabama**  
**County of Shelby**

**KNOW ALL MEN BY THESE PRESENTS: That Whereas,**

Evan Nash and Jessie Nash, husband and wife hereinafter called "Mortgagors", whether one or more are justly indebted to Sommerville Family, LLC (hereinafter called "Mortgagee", whether one or more), in the sum of \$81,000.00 evidenced by a real estate note of even date.

And whereas, Mortgagors agreed, in incurring said indebtedness, which this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors, Evan Nash and Jessie Nash

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:

SEE EXHIBIT "A" ATTACHED HERETO

Said property is warranted free from all incumbrances 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 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 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 incumbrance 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 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 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.

IN WITNESS WHEREOF the undersigned Evan Nash and Jessie Nash have hereto set his/her/their signature(s) and seal(s) this 3rd day of Feb, 2026.

[Signature]  
Evan Nash

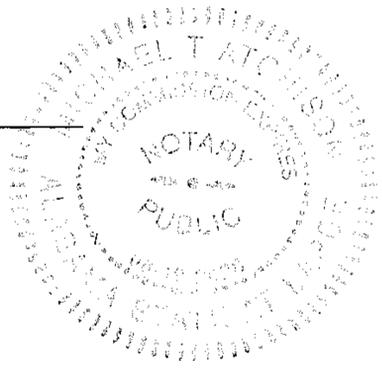
[Signature]  
Jessie Nash

State of Alabama  
County of Shelby

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Evan Nash and Jessie Nash whose name(s) is/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 he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 3rd day of Feb, 2026.

[Signature]  
Notary Public  
My Commission Expires: 8-19-28



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A parcel of land being a portion of a certain tract of land described in Instrument NO. 20141023000335640, as recorded in the Office of the Judge of Probate of Shelby County, Alabama, lying in the W 1/2 of the NW 1/4 of Section 17, Township 24 North, Range 15 East, Shelby County, Alabama and being more particularly described as follows:

Beginning at a 1 1/2" open top found in place at the NW corner of said Section 17; thence North 88 degrees 07 minutes 45 seconds East along the northerly line of said Section 17, a distance of 789.79 feet to a 5/8" rebar set on the northwesterly right of way line of Wilderness Trail (40' Public right of way); thence leaving said section line run southwesterly along said right of way the following bearings and distances; thence South 24 degrees 08 minutes 54 seconds West a distance of 605.06 feet to a 5/8" rebar set; thence with a curve to the right having an arc length of 170.02 feet, a radius of 365.00 feet, and a chord bearing and distance of South 37 degrees 29 minutes 34 seconds West, 168.49 feet to a 5/8" rebar set; thence South 50 degrees 50 minutes 14 seconds West a distance of 93.94 feet to a 5/8" rebar set; thence with a curve to the left having an arc length of 267.13 feet, a radius of 275.00 feet, and a chord bearing and distance of South 23 degrees 00 minutes 33 seconds West 256.75 feet to a 5/8" rebar set; thence South 04 degrees 49 minutes 09 seconds East, a distance of 125.79 feet to a 5/8" rebar set; thence with a curve to the right having an arc length of 290.67 feet, a radius of 290.00 feet, and a chord bearing and distance of South 23 degrees 53 minutes 42 seconds West, 278.65 feet to a 5/8" rebar set; thence South 52 degrees 36 minutes 32 seconds West a distance of 79.27 feet to a 5/8" rebar set; thence South 57 degrees 10 minutes 26 seconds West a distance of 55.15 feet to a 5/8" rebar set at the intersection of said right of way and the westerly line of said Section 17; thence North 02 degrees 06 minutes 17 seconds West leaving said right of way a distance of 100.55 feet to a drill bit found at the SW corner of the NW 1/4 of the NW 1/4 of said Section 17; thence North 02 degrees 12 minutes 50 seconds West continuing along said westerly Section line a distance of 1314.50 feet to the Point of Beginning. According to the survey of SMW Engineering Group, Inc., dated February 4, 2016.



**Filed and Recorded**  
**Official Public Records**  
**Judge of Probate, Shelby County Alabama, County**  
**Clerk**  
**Shelby County, AL**  
**02/04/2026 01:53:33 PM**  
**\$149.50 KELSEY**  
**20260204000033120**

*Allie S. Bevil*