

See Release Mice. 53 pg. 313. (10-21-83)
BOOK 415 PAGE 162

This instrument was prepared by

78

REAL 2096 PAGE 448

(Name) LARRY L. KELLUM
(Address) 3812 OLD IRVING AVENUE
BIRMINGHAM, ALABAMA 35217

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA
COUNTY OF JEFFERSON AND SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

A. Douglas Collins, Jr., a single man
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to
Joe W. Kellum, Jr. and Rebecca Ann Kellum

19810902000094880 Pg 1/3 .00
Shelby Cnty Judge of Probate, AL
09/02/1981 00:00:00 FILED/CERTIFIED

(hereinafter called "Mortgagee", whether one or more), in the sum
of Ten thousand five hundred twenty and no/100 Dollars
(\$ 10,520.00), evidenced by promissory note of even date herewith having a final maturity
of August 12, 1986.

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,

A. Douglas Collins, Jr., a single man

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

see attached Exhibit "A" for legal description

Subject to taxes for 1981.

Subject to terms and conditions of Declaration of Condominium of record.

Subject to easements and rights of way of record.

The debt secured hereby shall be non-transferrable and shall become due and payable
in full in the event of a sale of subject property.

This is a purchase money mortgage.

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 A. Douglas Collins, Jr., a single man

have hereunto set My signature and seal, this 12th day of August 19 81
A. Douglas Collins, Jr. (SEAL)
A. DOUGLAS COLLINS, JR. (SEAL)
(SEAL)
(SEAL)

THE STATE of ALABAMA
JEFFERSON COUNTY }

I, Larry L. Halcomb, a Notary Public in and for said County, in said State, hereby certify that A. Douglas Collins, Jr., a single man

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 he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of August, 19 81
Notary Public.

THE STATE of COUNTY }

I, a Notary Public in and for said County, in said State, hereby certify that

whose name as of a corporation, 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 such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the day of, 19 Notary Public

10,500.00
Return to: A. Douglas Collins, Jr.
3512 OLD BOWIE HWY
BIRMINGHAM, ALABAMA 35202
TO
Joe W. Collins, Jr.
Rebecca Collins
MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA
317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203

1590

BOOK 415 PAGE 163

Unit 2-5 in Windhover, a Condominium, located at Old Rocky Ridge Road, Jefferson County, Alabama, as established by Declaration of Condominium recorded on July 23, 1975, in Real Volume 1197 Page 689, in the Probate Office of Jefferson County, Alabama, and in Misc. Book 12 Page 1 in the Probate Office of Shelby County, Alabama, as amended by Amendments of Condominium recorded in Real Volume 1200 Page 637, in Real Volume 1385 Page 91, in Real Volume 1388, Page 152, in Real Volume 1564 Page 374, in Real Volume 1573 Page 594, in Real Volume 1632 Page 85, and in Real Volume 1632 Page 93 in the Probate Office of Jefferson County, Alabama, and in Misc. Book 12 page Page 196, in Misc. Book 18 Page 28, in Misc. Book 18 Page 163, in Misc. Book 24 Page 465, in Misc. Book 24 Page 468, in Misc. Book 26 Page 329 and in Misc. Book 26 Page 337 in the Probate Office of Shelby County, Alabama; together with an undivided interest in the common elements of Windhover, a condominium as set out in Exhibit "B" attached to said Declaration of Condominium, as it may have been or may hereafter be amended pursuant to said Declaration; said unit being more particularly detailed in the plans and drawings of said condominium, as recorded in Map Book 107 Page 26 in the Probate Office of Jefferson County, Alabama, and in Map Book 6

Page 52 in the Probate Office of Shelby County, Alabama, and amended by revision in supplemental plans recorded in Map Book 107 Page 32, in Map Book 111 Page 34, in Map Book 115 Page 5, in Map Book 116 Page 76 and in Map Book 116 Page 77 in the Probate Office of Jefferson County, Alabama, and in Map Book 6 Page 55, in Map Book 6 Page 133, in Map Book 7 Page 41, in Map Book 7 Page 81, and in Map Book 7 Page 82 in the Probate Office of Shelby County, Alabama.

19810902000094880 Pg 3/3 .00
Shelby Cnty Judge of Probate, AL
09/02/1981 00:00:00 FILED/CERTIFIED

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1981 SEP -2 AM 10:00

Rec. 4.50
Ind. 1.00
5.50

Thomas A. Snowdon, Jr.
JUDGE OF PROBATE

STATE OF ALA. JEFFERSON CO.
I CERTIFY THIS INSTRUMENT
WAS FILED

REAL 2096

PAGE 448

AUG 18 2 44 PM '81

RECORDED & INDEXED TAX
& \$ DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Judge of Probate

15.90
5.50

21.40