This instrument was prepared by

(Name) DANIEL M. SPITLER

Attorney at Law

(Address) 1972 Chandalar Office Park Pelham, Alabama 35124



This Form furnished by:

## Cahaba Title. Inc.

1970 Chandalar South Office Park Pelham, Alabama 35124

Representing St. Paul Title Insurance Corporation

MORTGAGE-

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Sanford J. Holzsweig and wife, Rita P. Holzsweig

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Albert L. Scott, Jr., William G. Scott and Caroline S. Walters

427 mit 484

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,

Sanford J. Holzsweig and wife, Rita P. Holzsweig

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in She1by County, State of Alabama, to-wit:

Lots 1 and 2 in Block "D" according to Lyman's Addition to the Town of Montevallo as recorded in Map Book 3 on Page 27 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Subject to right-of-way and easements of record.

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

Said property it warranted free from all incumbrances and against any adverse claims, except as stated above.

To Hover and To Hold the above minuted presented the minustorizing of Miles of the last one, near a and assured one corporation the purpose of further securing the payment of the amended at the compact of agrees to pay all the payment of the whole imposed a making the raid from a suid decided to be added to a mention amended and Mortgagee Fig. 1. The second content of the graph a regime for taxe, a cosme tour region, much be me somethic and softening of a control of the deit herety specially required, and shall be covered by this Mortgage, and bear interest from date of payment of our Morte gagee, or assigns, and he at once due and payable. Upon andition, however, that if the said Mortgagor pay and list regime a market see and Matthey and a see for any amounts Morigagees may have expended for taxes, asses ments, 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 Morigagee 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 lies 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 forcelosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possessign 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 Sanford J. Holzsweig and wife, Rita P. Holzsweig , 19 83. and scal, this 1st , day of February have hereunto set their signatures MSTRUMENT WAS FILED ING. 44-27750 1983 FEB 17 RH 8: 47 France Q. Samuelen, E. (SEAL) <u>BUOGE OF PROBATE</u> THE STATE of **ALABAMA** COUNTY SHELBY , a Notary Public in and for said County, in said State, I, the undersigned Shereby certify anat Sanford J. Holzsweig and wife, Rita P. Holzsweig. ...cknowledged before me anythis whose name aresigned to the foregoing conveyance, and who Laova ic. arily on the day the same bears that being informed of the contents of the conveyance they executed the sam vo-February Given under my hand and official scal this 1st day of Notary Public. THE STATE of COUNTY , a Notary Public in and for said County, in said State, I, hereby certify that whose name as 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 , 19 day of form furnished DANI Coho 1970 Chi 1972 PEL Thi MOR Recording Fee \$ Pe Representing: Deed Tax

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