

1298

MORTGAGE

STATE OF ALABAMA :

SHELBY COUNTY :

KNOW ALL MEN BY THESE PRESENTS: That Whereas, Arnus A. Arstikaitis and wife, Claudette S. Arstikaitis, (hereinafter called "Mortgagors", whether one or more) are justly indebted to A. L. Dorer (hereinafter called "Mortgagee", whether one or more), in the sum of Twenty-Four Thousand Six Hundred and no/100 Dollars (\$24,600.00) evidence by a Real Estate Mortgage 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, situated in Jefferson County, State of Alabama, to wit:

Lot 18, Oakridge Subdivision, 2nd Section, as recorded in Map Book 10, Page 50, in the Office of the Probate Judge of Shelby County, Alabama.

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 insure as above specified, or fail to deliver 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 Mortgage 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 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 or 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, 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 or 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:

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A. L. Dorer
5252 - South Shades Crest Rd.

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 further agreed that said Mortgagee 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 have hereunto set their signatures and seal, this the 30th day of August, 1990.

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

91 APR 18 AM 8:19

J. Thomas H. [unclear]
JUDGE OF PROBATE

Arnus A. Arstikaitis
ARNUS A. ARSTIKAITIS

Claudette S. Arstikaitis
CLAUDETTE S. ARTSTIKAITIS

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STATE OF ALABAMA :

SHELBY COUNTY :

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Arnus A. Arstikaitis and wife, Claudette S. Arstikaitis, 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 30th day of August, 1990.

John Smith
NOTARY PUBLIC

MY COMMISSION EXPIRES APRIL 6, 1994

1. Dead Tax	-----	\$	1.00
2. Mtg. Tax	-----	\$	43.70
3. Recording Fee	-----	\$	3.00
4. Indexing Fee	-----	\$	2.00
5. No Tax Fee	-----	\$	0.00
6. Certified Fee	-----	\$	7.00
Total	-----	\$	56.70