

This instrument was prepared by:
John N. Randolph
Sirota & Permutt P.C.
2222 Arlington Avenue
Birmingham, Alabama 35205

Inst # 1994-31224

MORTGAGE

State of Alabama

KNOW ALL MEN BY THESE PRESENTS:

County of Shelby

That Whereas, Mark L. Miller and wife, Margaret S. Miller (hereinafter called "Mortgagors") are justly indebted, to

Greystone Close', an Alabama Joint Venture (hereinafter called "Mortgagees"),

In the sum of Thirty-Five Thousand Seven Hundred Fifty and 00/100'S *** Dollars (\$35,750.00), evidenced by Promissory Note executed herewith which provides, among other things, that the transfer of the real estate described below without the express written consent of the mortgagee shall constitute a default in the terms of this Mortgage.

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,

Mark L. Miller and wife, Margaret S. Miller

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:

Lot 33, according to the survey of The Glen at Greystone, Sector Three, as recorded in Map Book 16, Page 79 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

The proceeds of the loan secured by this mortgage have been applied to the purchase price of the property conveyed to the mortgagors simultaneously herewith.

Said property is warranted free from all encumbrances 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 delivery 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; 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 reasons of the enforcement of any prior lien or encumbrance 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 there) 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 encumbrances, 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 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.

10/14/1994-31224
08:48 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MEL 64.70

Page Two of Mortgage from Mark L. Miller and Margaret S. Miller to Greystone Close', an Alabama Joint Venture dated October 7th, 1994.

IN WITNESS WHEREOF the undersigned, Mark L. Miller and wife, Margaret S. Miller have hereunto set their signatures and seal, this 7th day of October, 1994.


Mark L. Miller



Margaret S. Miller

THE STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mark L. Miller and wife, Margaret S. Miller, 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 7th day of October, 1994.


Notary Public

AFFIX SEAL
Inst # 1994-31224

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