THE STATE OF ALABAMA,
JEFFERSON County

120

19801105000125950 Pg 1/4 .00
Shelby Cnty Judge of Probate,AL
11/05/1980 00:00:00 FILED/CERTIFIED

KNOW ALL MEN BY THESE PRESENTS: That whereas, the undersigned WERNER BEIERSDOERFER and wife, ELAINE W. BEIERSDOERFER *(hereinafter called the Mortgagor) has become justly indebted to* ROBERT N. ROGERS and NORMA ROGERS *(hereinafter called the Mortgagee s) in the sum of* Twenty-Five Thousand and no/100 ($25,000.00) *Dollars due by* one *promissory note* of even date herewith, in the amount of Twenty-Five Thousand and no/100 ($25,000.00) Dollars, together with interest upon the unpaid portion thereof from date at the rate of ten (10%) per cent per annum, in monthly installments of Four Hundred Fifteen and 03/100 ($415.03) Dollars, payable on the 15th day of each month after date, commencing November 15, 1980, until said sum is paid in full. All payments shall be applied first to interest on the unpaid balance of principal and the balance to principal

and whereas, the said ROBERT N. ROGERS and NORMA ROGERS *desirous of securing the prompt payment of said note when the same fall s due, now, therefore, in consideration of said indebtedness, and to secure the prompt payment of the same at maturity, the said* WERNER BEIERSDOERFER and wife, ELAINE W. BEIERSDOERFER *have bargained and sold, and do hereby grant, bargain, sell and convey unto the said* ROBERT N. ROGERS and NORMA ROGERS *the following described real estate situated in* Shelby *County and State of Alabama, to-wit:* Lot 9, according to the Survey of Spring Garden Estates, as recorded in Map Book 4, Page 56, in the Probate Office of Shelby County, Alabama.

BOOK 407 PAGE 409

See Release Mortgage Book 52 page 9
See release Mortgage Book 57 pg 983 (10-5-83)
(10-5-83)

warranted free from all encumbrances and against any adverse claims.

Pelham Savings & Loan
P.O. Box [illegible]
Pelham, Ala. [illegible]

TO HAVE AND TO HOLD, the above granted premises unto the said mortgagees their heirs and assigns forever, and for the purpose of further securing the payment of said promissory note do hereby agree to pay all taxes and assessments when imposed legally upon said premises, and should they make default in the payment of same, the said mortgagees may at their option pay off the same; and to further secure said indebtedness first above named agree to keep said property insured for at least insurable value Dollars, loss, if any, payable to said mortgagees as their interest may appear, and if they fail to keep said property insured as above specified, then the said mortgagees may, at their option, insure said property for said sum for their own benefit, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said mortgagees shall become a debt to said mortgagees additional to the indebtedness hereby specially secured, and shall be covered by this mortgage and bear interest from date of payment by said mortgagees and be due and payable at the maturity of any of the principal or any interest thereon.

UPON CONDITION, HOWEVER, That if the said mortgagors pay said note and reimburse said mortgagees for any amounts they may have expended as taxes, assessments or other charges and insurance and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum so expended by the said mortgagees, or should said note or any part thereof, or interest thereon, remain unpaid at maturity, or should the interest of said mortgagees or of their 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 the said indebtedness shall at once become due and payable, and this mortgage shall be subject to foreclosure as now provided by law in case of past due mortgages, and the said mortgagee, their agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and, after giving 21 days, notice, by publication once a week for 3 consecutive weeks of the time, place, and terms of sale, by publication in some newspaper published in Shelby County, and State of Alabama, to sell the same, as a whole or in parcels, in front of the courthouse door, of said last named County, at public outcry, to the highest bidder for cash, and apply the proceeds of said sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; and, second, to the payment of any amounts that may have been expended or that may then be necessary to expend, in paying insurance, taxes, assessments, or other incumbrances, with interest thereon; and, third, to the payment of said note 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 mortgagors; and they further agree that said mortgagees, their agents and assigns, may bid at said sale and purchase said property, if the highest bidder therefor; and they further agree to pay a reasonable attorney's fee to said mortgagees or their assigns, for the foreclosure of this mortgage in chancery. Should the same be foreclosed said fee to be a part

of the debt hereby secured.

Witness our *hand* s *and seal* s *this* 31st *day of* October *A. D. 19* 80.

WITNESS

Werner Beiersdoerfer (SEAL)
Werner Beiersdoerfer

Elaine W. Beiersdoerfer (SEAL)
Elaine W. Beiersdoerfer

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Return to: Faden, Green & Paden

Werner Beiersdoerfer and
Wife, Elaine W. Beiersdoerfer
TO
Robert N. Rogers and
Norma Rogers

Mortgage Deed

THE STATE OF ALABAMA

_____County

I, _____
Judge of the Probate Court of said County, hereby certify that the foregoing conveyance was filed for registration in this office on the _____day of _____, 19____, and was recorded in Vol. _____Records of Deeds, Page _____ on the _____days of _____, 19____.

_____
Judge of Probate.

Recording Fee, $_____

State Tax $_____

FURNISHED AND FOR SALE BY ZAC SMITH STATIONERY CO., B'HAM

19801105000125950 Pg 4/4 .00
Shelby Cnty Judge of Probate,AL
11/05/1980 00:00:00 FILED/CERTIFIED

THE STATE OF ALABAMA, }
JEFFERSON County } I, the undersigned authority

a Notary Public *in and for said County, in said State, hereby certify that* WERNER BEIERSDOERFER and wife, ELAINE W. BEIERSDOERFER *whose name* s 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 this conveyance,* they *executed the same voluntarily on the day the same bears date.*

Given under my hand and seal, this 31st *day of* October *A.D. 19* 80

George W. Rogers
Notary Public

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THE STATE OF ALABAMA, }
_____County } I, _____

a _____ *in and for said County, in said State, hereby certify that* _____, *a subscribing witness to the foregoing conveyance, known to me, appeared before me this day, and, being duly sworn, stated that* _____, *the Grantor* _____ *voluntarily executed the same in* _____ *presence, and in the presence of the other subscribing witness, on the day the same bears date; that* _____ *attested the same in the presence of the Grantor* _____, *and of the other witness, and that such other witness subscribed* _____ *name as a witness in* _____ *presence.*

Given under my hand, this _____ *day of* _____ *A. D. 19* _____

_____

THE STATE OF ALABAMA, }
_____County } I, _____

Mtg. Tax 37 50
Rec 6 00
Mtg. 1 00
44 50

a _____ *in and for said County, in said State, hereby certify that on the* _____ *day of* _____ *19* _____, *came before me the within named* _____ *known to me (or made known to me), to be the wife of the within named* _____ *who, being examined separate and apart from the husband, touching her signature to the within* _____, *acknowledged that she signed the same of her own free will and accord, without fear, constraint or threats on the part of the husband.*

In witness whereof, I hereunto set my hand, this _____ *day of* _____ *A. D. 19* _____

_____