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(Name) Karl Friedman, SIROTE, PERMUTT, FRIEND, FRIEDMAN, HELD & APOLINSKY, P.A.  
(Address) 2222 Arlington Avenue South, Birmingham, Alabama 35255

Form 1-1-22 Rev. 1-66

MORTGAGE--LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

198102120000154

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James M. Chrisley and wife, Gwendolyn N. Chrisley,  
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Edward J. Kappel, Jr.

(hereinafter called "Mortgagee", whether one or more), in the sum  
of One Hundred Thousand and no/100-----Dollars  
(\$ 100,000.00), evidenced by one promissory note of even date herewith, payable  
according to the terms of said note.

19810212000015410 Pg 1/2 .00  
Shelby Cnty Judge of Probate, AL  
02/12/1981 00:00:00 FILED/CERTIFIED

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, James M. Chrisley and wife,  
Gwendolyn N. Chrisley,

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 3-A, in Block 2, Indian Crest Estates, 2nd Sector, according to map recorded in Map Book 5, page 42, in the Office of the Judge of Probate of Shelby County, Alabama. Situated in Shelby County, Alabama.

In the event the subject property described in this mortgage shall be sold, transferred or otherwise conveyed by mortgagor without mortgagor having first obtained the written consent and approval of mortgagee to such conveyance, then, at the option of mortgagee, such sale, transfer or other conveyance shall constitute a default under the terms and provisions of this mortgage and the promissory note securing the same, and the entire unpaid balance of principal plus accrued interest, shall be accelerated and shall become immediately due and payable, without any notice to mortgagor and mortgagee shall have all of the rights and remedies provided herein in the event of a default, including, without limitation, the right of foreclosure. Furthermore, no right, title or interest in or to the mortgaged real estate shall be further mortgaged or encumbered by any lien whatsoever without the prior written consent of the mortgagee herein.

"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."

BOOK 409 PAGE 841



To have and to hold the above described property unto the said Mortgagee, 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 term and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable 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; and amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, collectable 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 James M. Chrisley and wife, Gwendolyn N. Chrisley

have hereunto set their signatures

and seal, this 11th day of February, 1981

1981 FEB 12 AM 9:51

Mortg. - 15000  
Reo. 300  
100  
15400

James M. Chrisley (SEAL)

Gwendolyn N. Chrisley (SEAL)

James P. Snowden, Jr.  
JUDGE OF PROBATE

THE STATE of ALABAMA  
JEFFERSON COUNTY

19810212000015410 Pg 2/2 .00  
Shelby Cnty Judge of Probate, AL  
02/12/1981 00:00:00 FILED/CERTIFIED

AL)

I, the undersigned, hereby certify that James M. Chrisley and wife, Gwendolyn N. Chrisley, a Notary Public in and for said County, in said State,

whose name as 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 11th day of February, 1981.

THE STATE of \_\_\_\_\_ COUNTY } \_\_\_\_\_ Notary Public.

I, \_\_\_\_\_, a Notary Public in and for said County, in said State,

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

MORTGAGE DEED

THIS FORM FROM  
Lawyers Title Insurance Corporation  
Title Guaranty Division  
TITLE INSURANCE - ABSTRACTS  
Birmingham, Alabama

TO

Return to: