

This instrument was prepared by

(Name) Robert O. Driggers, Attorney <sup>301</sup>

(Address) 1736 Oxmoor Road  
Birmingham, AL 35209



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

JEFFERSON COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

PAUL E. GERBER and wife LOUISE E. GERBER

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

GORDON F. CLENNON, JULIET M. CLENNON and JOHN HENRY ROBERTS, III and  
VICKIE LEA ROBERTS

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Shelby Cnty Judge of Probate, AL  
09/10/1981 00:00:00 FILED/CERTIFIED

(hereinafter called "Mortgagee", whether one or more), in the sum  
of Sixteen Thousand and No/100----- Dollars  
(\$16,000.00 ), evidenced by a promissory note of even date herewith and payable  
according to the terms thereof, which provide for a maturity date of July  
15, 1983; and the apportionment of the principal sum secured hereby to be  
payable \$2,450.89, together with accrued interest thereon to Gordon F. Clenn  
and Juliet M. Clennon; and, the sum of \$13,549.11, together with accrued in-  
terest thereon, to John Henry Roberts, III and Vickie Lea Roberts.

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,

PAUL E. GERBER and wife, LOUISE E. GERBER

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 16 and E 1/2 of Lot 17 in Block 6 to "Arden Subdivision" to the  
Town of Montevallo, as recorded in Map Book 3 on page 64 in Probate  
Office of Shelby County, Alabama.

Also, a parcel of land in the SW 1/4 of the SE 1/4 of Section 21,  
Township 22 South, Range 3 West, more particularly described as  
follows: Beginning at the SW corner of Lot Number 16 in Block  
6 of Arden Subdivision as recorded in Map Book 3, page 64 in  
Probate Office of Shelby County, Alabama; thence at a bearing  
south 84 degrees 58 minutes east a distance of 90 ft., more or less,  
to an iron pin which is at the point where said course intersects  
the NW bank of Shoal Creek; thence in a Southwesterly direction  
along the NW bank of said Creek a distance of 90 feet, more or  
less, to an iron pin; thence at a bearing North 65 degrees 10 minutes  
west a distance of 103.6 feet to the SW corner of the E 1/2 of Lot  
Number 17 in Block 6 of said Subdivision which point is marked by an  
iron pin; thence at a bearing south 84 degrees 58 minutes east and  
along the South side of said Lot No. 17, a distance of 75.0 feet to  
the point of beginning.

ROBERT O. DRIGGERS, Attorney  
1736 Oxmoor Road  
Homewood, Alabama 35209

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

BOOK 415 PAGE 336 65

See Release Map Book 43 page 503 (12-30-81)



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 deliver said policies, or any renewal of said policies 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; 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 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

PAUL E. GERBER and wife, LOUISE E. GERBER

have hereunto set their signature S and seal, this 9th day of September, 19 81

Mtg TAX 24.00  
Rec 4.00  
Ins 1.00  
29.00

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
DOCUMENT WAS FILED  
1981 SEP 10 AM 9:35

PAUL E. GERBER by LOUISE E. GERBER,  
HIS ATTORNEY-IN-FACT.  
LOUISE E. GERBER

THE STATE of ALABAMA  
JEFFERSON COUNTY

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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that LOUISE E. GERBER, wife of PAUL E. GERBER

whose name 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 the conveyance she executed the same voluntarily on the day the same were given under my hand and official seal this 9th day of September,

THE STATE of ALABAMA  
JEFFERSON COUNTY  
I, the undersigned, hereby certify that LOUISE E. GERBER

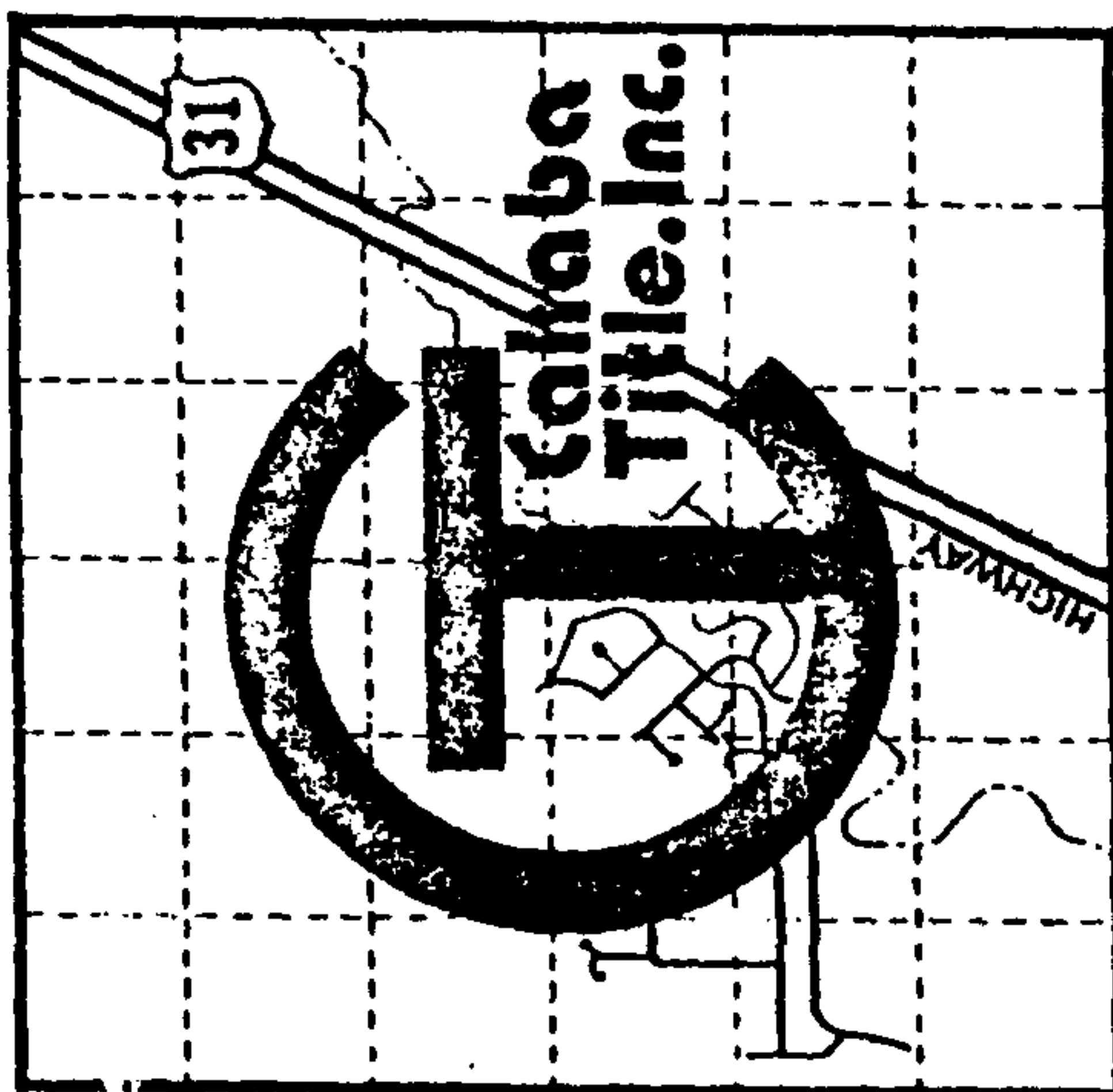
My Commission Expires May 11, 1982  
a Notary Public in and for said County, in said State,

whose name as Attorney-In-Fact for PAUL E. GERBER, her husband, 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, she as such officer and with full authority, executed the same voluntarily on said date. Attorney in Fact  
Given under my hand and official seal, this the 9th day of September, 19 81

Notary Public  
My Commission Expires May 11, 1982

turn to:  
PAUL E. GERBER and wife  
UISE E. GERBER  
RDON F. CLENNON, JULIET M.  
CLENNON: JOHN HENRY ROBERTS, III  
and VICKIE LEA ROBERTS

MORTGAGE DEED



Recording Fee \$  
Deed Tax \$

This form furnished by

Cahaba Title, Inc.  
1970 Chandalar South Office Park  
Pelham, Alabama 35124