

THIS INSTRUMENT PREPARED BY: 83

NAME: ✓ Charles A. J. Beavers, Jr.  
813 Shades Creek Parkway  
ADDRESS: Birmingham, Alabama 35209

MORTGAGE — ALABAMA TITLE CO., INC., Birmingham, Alabama

## State of Alabama

SHELBY COUNTY

Know All Men By These Presents, that whereas the undersigned Mark Dauber and wife, Margaret Dauber, are justly indebted to Peter J. Clemens, III and Carol J. Clemens

in the sum of Thirty-three Thousand and No/100 Dollars (\$33,000.00)

evidenced by one promissory note dated of even date herewith and payable according to the terms of said note;

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Mark Dauber and wife, Margaret Dauber, do, or does, hereby grant, bargain, sell and convey unto the said Peter J. Clemens, III and Carol J. Clemens (hereinafter called Mortgagee) the following described real property situated in Shelby County, Alabama, to-wit:

Commence at the northwest corner of the NE 1/4 of SE 1/4 of Section 21, Township 19 South, Range 2 West; run thence east along the north line of said quarter-quarter section for a distance of 40.04 feet to the point of beginning; thence continue along the northerly line of the said quarter-quarter section for a distance of 1,286.23 feet to the northeast corner of the NE 1/4 of SE 1/4 of said section; thence turn an angle to the right of 87 degrees 40 minutes 30 seconds and in a southerly direction along the east line of said quarter-quarter section for a distance of 305.04 feet; thence turn an angle to the right of 92 degrees 22 minutes 30 seconds and in a westerly direction for a distance of 1,285.93 feet; thence turn an angle to the right of 87 degrees 33 minutes and in a northerly direction parallel with the west line of said quarter-quarter section and 40 feet east of said west line for a distance of 303.87 feet to the point of beginning, containing 8.98 acres more or less,

SUBJECT TO restrictions, conditions, and limitations in Deed Volume 249, page 924, and Deed Volume 251, page 930, in the Probate Office of Shelby County, Alabama.

This is a purchase money mortgage.

The indebtedness secured by this mortgage may be prepaid at any time in whole or in part without penalty. The property subject to this mortgage indebtedness may be sold at any time subject to the indebtedness secured by this mortgage; provided, the original obligors shall remain obligated for the repayment of said indebtedness unless the purchaser at any such sale is approved in writing by the holder hereof, which said approval will not be unreasonably withheld. In the event of such approval, the original obligors shall be released from personal liability hereunder. Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said 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; Second, to the payment of any amounts that may have been expended, or that it may be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

on; 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the 19<sup>th</sup> day of July 19 83.

WITNESSES:

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

1983 AUG -1 AM 11:40

Thomas A. Stevenson, Jr.  
JUDGE OF PROBATE

Mtg Pay 49.50  
Rec 300  
Ind. 100  
53.50

Mark Dauber (Seal)  
Mark Dauber

(Seal)

Margaret Dauber (Seal)  
Margaret Dauber

(Seal)

STATE OF ALABAMA

JEFFERSON

County

General Acknowledgement

I, the undersigned, Charles A. J. Beavers, Jr., a Notary Public in and for said County in said State,

hereby certify that Mark Dauber and wife, Margaret Dauber,

whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being in-

formed 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 19<sup>th</sup> day of July 19 83.

Charles A. J. Beavers, Jr. Notary Public.

STATE OF  
COUNTY OF

Corporate Acknowledgement

I, a Notary Public in and for said County, in said State, hereby certify that whose name as President 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 the 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

Return to

Mark Dauber and

Margaret Dauber

TO

Peter J. Clemens, III and

Carol J. Clemens

MORTGAGE

This Form Furnished By  
ALABAMA TITLE CO., INC.  
615 North 21st Street  
Birmingham, Alabama