

THIS LEGAL DOCUMENT PREPARED BY
FRED A. DIETERICH, CITY OF MONTEVALLO
COMMUNITY DEVELOPMENT OFFICE, 3-1-85

284

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS CARY LILLY
(hereinafter
called Mortgagors," whether one or more) are justly indebted to THE CITY OF
MONTEVALLO, ALABAMA (hereinafter called "Mortgagee") in the sum of ELEVEN
THOUSAND ONE HUNDRED THIRTY-THREE & 50/100 Dollars (\$11,133.50)
evidenced by one REAL ESTATE MORTGAGE NOTE, NO INTEREST DEFERRED PAYMENT LOAN,
of even date herewith.

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And Whereas, Mortgagors agreed in incurring said indebtedness, that this mort-
gage should be given to secure the prompt payment thereof. NOW, THEREFORE, in
consideration of the premises, said Mortgagors, CARY LILLY
and all others executing this mortgage, do hereby grant,
bargain, sell and convey unto the Mortgagee, the following described real estate,
situated in the City of Montevallo, Shelby County, State of Alabama, to wit:
A certain lot or parcel of land located in the Town of Montevallo, in the
Northwest quarter of Fractional Section Three (3) Township Twenty-four (24)
North, Range Twelve (12) East and particularly described by the following
meets and bounds, to-wit: Beginning at the point of the intersection of the
southerly line of Commerce Street if projected to the west line of the said
Section three (3) with the westerly line of Dauphin Street; thence Southwardly
along said last mentioned line a distance of two hundred fifty feet and six
inches (250) feet (6) inches for a point of beginning. Continue in the same
direction a distance of fifty (50) feet, thence Northerly parallel with said
Dauphin Street one hundred twenty-eight (128) feet to the said Commerce Street
line as aforesaid, then easterly along said last mentioned line a distance of
fifty (50) feet, then southerly a distance of one hundred twenty-eight (128)
feet to the point of beginning.

Grantors reserve a life estate in and to the above described property in favor
of themselves.
Said property is warranted free from all incumbrances and against any adverse
claims, except as stated above.

James Handridge

TO HAVE AND TO HOLD the above granted property unto the said Mortgagees, Mortgagees' successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agree 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 Mortgagees' 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 Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said 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 specifically 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.

It is agreed between the Mortgagor and the Mortgagee that this Mortgage shall not be subject to foreclosure as hereinafter provided during the lifetime of the Mortgagor, except in any of the following instances:

- (1) Sale or transfer of the property herein covered, or any part thereof without the written consent of the Mortgagee; or
- (2) By reason of untruthful, false, fictitious or fraudulent statements or representation given knowingly and willfully by the payor in order to qualify for this LOAN with respect to the household income eligibility limits set forth under the Montevallo Housing Rehabilitation Assistance Program; or
- (3) In the event that the payor does not maintain the real estate in a reasonable condition in accordance with the Housing Code of the City of Montevallo and the payor cannot demonstrate to the satisfaction of the City of Montevallo that the payor does not have the financial capacity to perform such maintenance.

In the event of any of the above stated instances, then all sums due herein shall immediately become due and payable and the Mortgagee shall have the right to exercise foreclosure as hereinafter provided.

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 is 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 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 (21) days' notice, by publishing once a week for three (3) 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 Courthouse 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 accordingly:

- 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, is to be turned over to the said Mortgagor.

The undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefore; 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,

have hereunto set signature(s) and seal(s) this the 5th day of

March, 1985.

Gay C. Lilly (SEAL)

_____ (SEAL)

_____ (SEAL)

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that

whose name(s) signed to the foregoing conveyance, and who known to me acknowledged before me on this day, that being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 5th day of March, 1985.

James A. Lilly
Notary Public
STATE OF ALABAMA

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

1985 APR -4 AM 11:24

Thomas A. Hamilton, Jr.
JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax	\$ <u>Exempt</u>
Deed Tax	_____
Mineral Tax	_____
Recording Fee	<u>7.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>8.50</u>