

2207

State of Alabama }
SHELBY COUNTY

THIS MORTGAGE, made and entered into on this the _____ day of _____, 19____, by and between

David Bertrum Freeman and wife, Kelly Challice Freeman

hereinafter called mortgagors, whether one or more, and Stewart W. Pody
hereinafter called mortgagee.

WITNESSETH: That the said mortgagors are/is justly indebted to said mortgagee in the sum of One Hundred
Thousand and NO/100 (\$100,000.00)

Dollars, which is evidenced as follows, to-wit:

Installment Note Payable as of same date.

Now therefore, in order to secure the above described indebtedness or any renewal thereof, and also to secure any other
indebtedness owed by the mortgagors herein or either of them and to secure any future advances made in addition to the
principal amount while any portion of this indebtedness remains outstanding but said advances not to exceed an amount
equal to the principal amount, said mortgagors have bargained, sold, and conveyed, and by these presents do hereby grant,
bargain, sell and convey unto said mortgagee the following described property situated in Shelby
County, Alabama, to-wit:

Lot 3, according to the Survey of Old Mill Trace, Second Sector, as
recorded in Map Book 8, Page 156, in the Office of the Judge of Probate
of Shelby County, Alabama.

Subject to restrictions, and easements of record.

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TO HAVE AND TO HOLD said real property, together with the tenements and appurtenances thereunto belonging or
otherwise appertaining, unto said mortgagee, its successors and assigns, in fee simple. And said mortgagors for themselves,
their heirs, executors, and administrators, hereby covenant that they are seized of an indefeasible estate in fee simple in
and to said real property, and have a good and lawful right to sell and convey the same; that same is free from all liens
and encumbrances and they do hereby warrant and will forever defend the title of said property unto said mortgagee, its
successors and assigns, from and against the lawful title, claims, and demands of any and all persons whomsoever.

But this conveyance is made upon the following conditions and stipulations, to-wit:

That said mortgagors agree to insure the buildings on said premises, and all other of said mortgaged property which
is insurable, in some responsible insurance company or companies against loss by fire, lightning, or windstorm, for a sum
equal to the indebtedness hereby secured, with loss payable to said mortgagee as its interest may appear. Said mortgagors
agree to regularly assess said mortgaged property for taxation and to pay all taxes and assessments which come due on
said mortgaged property during the pendency of this mortgage. If said mortgagors fail to pay said taxes and assessments,
or to insure said property as aforesaid, then said mortgagee may take out such insurance and pay for same, and pay such
taxes and assessments, and this conveyance shall stand as security for such payments, with 8% interest thereon from the
date of payment, and such sums shall be payable to mortgagee on demand. Said mortgagors agree to pay reasonable at-
torney's fees for collecting the indebtedness hereby secured or for foreclosing this mortgage, either under the powers
herein contained or in a court of competent jurisdiction.

Pantherfield

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TO

Mortgage Deed

The State of Alabama

Judge of the Probate Court of said County hereby certify that the foregoing mortgage was filed for registration in this office at

o'clock _____ M. on the _____

day of _____ 19__

and was recorded in Vol. _____ Record of Mort-

gages, pages _____ on the _____ day of _____ 19__

Judge of Probate.

Record Fee \$ _____

Now if said mortgagors shall keep and perform each and all of said stipulations and agreements and pay all of said indebtedness hereby secured as same becomes payable, including interest thereon, failure to pay any part of said indebtedness when same becomes payable or to keep or to perform any stipulations and agreements herein contained making the whole of said indebtedness due and payable at once, then this conveyance shall be null and void; otherwise to remain in full force and effect; and upon failure of said mortgagors to keep any of said stipulations and agreements or to pay any or all of said indebtedness when same becomes payable, then said mortgagee may enter upon and take possession of said mortgaged property and after giving at least 21 days' notice of the time, place, and terms of sale, together with a description of said property, by notice published once a week for three successive weeks in some newspaper published in the county where said property or a material part thereof is located, or by posting written notices at three public places in said county, proceed, either in person or by agent, whether in possession or not, to sell said mortgaged property at public outcry in front of the Courthouse in said County where the property is located, to the highest bidder for cash, the proceeds of said sale to be applied as follows: (1) to payment of all costs and expenses of making such sale, including a reasonable attorney's fee for foreclosing this mortgage and collecting said indebtedness; (2) to payment of such sums as have been paid by said mortgagee for taxes, assessments, and insurance; (3) to the payment of the amount due on said indebtedness with interest; (4) the balance, if any, to be paid to said mortgagors.

In the event of such sale the auctioneer is hereby empowered, in the name of and as attorney for mortgagors, to execute a deed to the purchaser at said sale. Said mortgagee may purchase at such sale as if a stranger to this mortgage.

Should any of said mortgagors become voluntary or involuntary bankrupts, then the whole of the indebtedness hereby secured may, at the option of said mortgagee, be declared immediately due and payable.

IN WITNESS WHEREOF said mortgagors have hereunto set their hands and affixed their seals, on this the day and year first hereinabove written.

Attest:

STATE OF ALA. SHERIFF
I CERTIFY THIS
INSTRUMENT WAS FILED

91 DEC 18 AM 8:32

JUDGE OF PROBATE

State of Alabama }

David Bertrum Freeman
David Bertrum Freeman (L.S.)

Kelly Challice Freeman
Kelly Challice Freeman (L.S.)

1. Deed Tax	\$
2. Mtg. Tax	\$ 150.00
3. Recording Fee	\$ 5.00
4. Indexing Fee	\$ 3.00
5. No Tax Fee	\$
6. Certified Fee	\$ 1.00
Total	\$ 159.00

I, _____, a notary public in and for said county, hereby certify that

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

Given under my hand and seal, this _____ day of _____, 19__

1. Deed Tax	\$
2. Mtg. Tax	\$
3. Recording Fee	\$
4. Indexing Fee	\$
5. No Tax Fee	\$
6. Certified Fee	\$
Total	\$

A Notary Public