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This Mortgage Deed

Executed the 29th day of October A. D. 19 86 by
MARK Z. CHAPMAN

hereinafter called the mortgagor, to

WILBUR J. CHAPMAN

hereinafter called the mortgagee:

(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one.)

Witnesseth, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in Shelby County, ~~Florida~~ Alabama, viz.

The house at 500 Pope Dr., Pelham, Alabama

Provided that the Mortgagor makes timely application for permanent financing, this mortgage shall remain unrecorded until that financing is secured or for six months, whichever is shorter.

BOOK 381 PAGE 811

W. J. Chapman
1729 Willard Norris Rd.
Milton, Fla. 32570

To Have and to Hold the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagees, in fee simple.

And the mortgagor covenants with the mortgagees that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land in the mortgagees as may reasonably be required; that the mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances

Provided Always, that if said mortgagor shall pay unto said mortgagees the certain promissory note hereinafter substantially copied or identified, to-wit:

MORTGAGE NOTE

\$37,500.00

Milton, Florida
October 31, 1986

FOR VALUE RECEIVED, the undersigned, (jointly and severally, if more than one) promises to pay to

WILBUR J. CHAPMAN and ROBERTA J. CHAPMAN

, or order, in the manner hereinafter specified,

the principal sum of Thirty Seven Thousand Five Hundred -----no/100 DOLLARS
(\$ 37,500.00) with interest from date at the rate of 11 per cent. per annum on the balance from time to time remaining unpaid.

The said principal and interest shall be payable in lawful money of the United States of America at

Milton, Fl. or at such place as may hereafter be designated by written notice from the holder to the maker hereof, on the date and in the manner following:

Beginning on 12/31/87 and for 164 consecutive months thereafter, the sum of \$420.00 shall be paid to the holder of this note with a final payment of \$89.30 to be made 8/31/2001.

This note with interest is secured by a mortgage on real estate, of even date herewith, made by the maker hereof in favor of the said payee, and shall be construed and enforced according to the laws of the State of Florida.

If default be made in the payment of any of the sums or interest mentioned herein or in said mortgage, or in the performance of any of the agreements contained herein or in said mortgage, then the entire principal sum and accrued interest shall at the option of the holder hereof become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Each person liable hereon whether maker or endorser, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if, after maturity of this note or default hereunder, or under said mortgage, counsel shall be employed to collect this note or to protect the security of said mortgage.

Whenever used herein the terms "holder", "maker" and "payee" shall be construed in the singular or plural as the context may require or admit.

Maker's Address

500 Pope Dr.
Pelham, Al. 35214

Mark J. Chapman (SEAL)

(SEAL)

(SEAL)

(SEAL)

and shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.

And the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than

in a company or companies acceptable to the mortgagee, the policy or policies to be held by, and payable to, said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

If any sum of money herein referred to be not promptly paid within _____ days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

In Witness Whereof, the said mortgagor has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

_____ *Mark Z. Chapman* L.S.

_____ L.S.

STATE OF ~~FLORIDA~~, ALA.
COUNTY OF SHELBY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

MARK Z CHAPMAN

to me known to be the person described in and who executed the foregoing instrument and **HE** acknowledged before me that **HE** executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this **Oct. 29, 1986** day of
A. D. 198**6**

William Robert Watkins

MY COMM EXPIRES 8-2-89

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

92 JAN -8 AM 8:32

JUDGE OF PROBATE

1. Deed Tax	\$ 56.25
2. Mtg. Tax	\$ 7.50
3. Recording Fee	\$ 3.00
4. Indexing Fee	\$ 1.00
5. No Tax Fee	\$ 1.00
6. Certified Fee	\$ 1.00
Total	\$ 69.75

This Instrument prepared by: W. J. Chapman
Address Milton, Fla.