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Shelby Cnty Judge of Probate, AL
02/06/2009 02:14:33PM FILED/CERT

STATE OF ALABAMA)

JEFFERSON COUNTY)

MORTGAGE

THIS INDENTURE, made and entered into this 2nd day of February, 2009, by and between Michael P. Edfeldt and wife, Anne Stelly Edfeldt, hereinafter collectively referred to as Mortgagors, and Spain & Gillon, L.L.C., hereinafter referred to as Mortgagee.

W I T N E S S E T H:

WHEREAS, Mortgagors are justly indebted to the Mortgagee in the principal sum of \$11,108.38 as of December 31, 2008, in lawful money of the United States, for legal services and expenses rendered and incurred and other obligations in accordance with that certain agreement to provide legal representation dated June 14, 2007 (hereinafter the "Fee Agreement") and to be repaid, in accordance with the terms and conditions as more fully described in said Fee Agreement; and

WHEREAS, Mortgagors hereby execute this Mortgage for the purpose of securing the payment for said services pursuant to the Fee Agreement; and

WHEREAS, this Mortgage is also meant to secure the payment for future legal services and expenses provided by Mortgagee up to the sum of \$25,000.00.

NOW, THEREFORE, Mortgagors, in consideration of the premises, and to secure the payment of said indebtedness and future indebtedness up to \$25,000.00 and the compliance with all the stipulations herein contained, have bargained and sold, and do hereby grant, bargain, sell, alienate, and convey unto Mortgagee, its successors and assigns, the real estate more particularly


described as follows, lying and being situated in the County of Shelby, State of Alabama, to-wit:

Lot 16, according to the Survey of Royal Pines, as recorded in Map Book 11, page 51, in the Probate Office of Shelby County, Alabama.

Together with all the rights, privileges, tenements, and appurtenances thereunto belonging or in any wise appertaining, all of which shall be deemed realty and conveyed by this Mortgage.

TO HAVE AND TO HOLD the said premises, and every part thereof, unto the Mortgagee, its successors and assigns, forever. And the undersigned covenant with the Mortgagee that the undersigned are lawfully seized in fee simple of said premises and have a good right to sell and convey the same as aforesaid; that the said premises is free of all encumbrances except for the mortgage to Chase Home Finance and the undersigned will warrant and forever defend the title to the same unto the Mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever.

And for the purpose of further securing the payment of said indebtedness the Mortgagors hereby agree to pay all taxes, assessments or other liens taking priority over this mortgage, when imposed legally upon said premises, and should default be made in the payment of same, or any part thereof, said Mortgagee, at its option, may pay the same; all amounts so expended by said Mortgagee for the payment of taxes, assessments, or any other prior liens, shall become a debt due and at once payable, without demand upon or notice to any person, to said Mortgagee, additional to the indebtedness hereby specially secured and shall be secured by the lien of this mortgage, and shall bear interest from date of payment by said Mortgagee, and at the election of the Mortgagee, and without notice to any person, the Mortgagee may declare the entire indebtedness secured by this Mortgage immediately due and payable,



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and this mortgage subject to foreclosure, and same may be foreclosed, as hereinafter provided.

The Mortgagors agree to take good care of the premises described herein, and not to commit or permit any waste thereon, and to keep the same repaired, and at all times to maintain the same in as good condition as they now are, reasonable wear and tear alone excepted.

The undersigned agree that no delay or failure of the Mortgagee to exercise any option to declare the maturity of any debt secured by this Mortgage shall be taken or deemed as a waiver of its right to exercise such option, or to declare such forfeiture, either as to any past or present default, and it is further agreed that no terms or conditions contained in this mortgage can be waived, altered or changed except as evidenced in writing, signed by the undersigned, and by the Mortgagee.


UPON CONDITION, HOWEVER, That if Mortgagors pay said Indebtedness and any renewals or extensions thereof secured by this Mortgage and reimburses said Mortgagee for any amount it may have expended in payment of taxes and insurance or other liens, and interest thereon, and shall do and perform all other acts and things herein agreed to be done, this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee under the authority of any of the provisions of this Mortgage, or should said indebtedness hereby secured, and any renewals or extension thereof, or any part thereof, or any interest thereon, remain unpaid after demand therefor, or should the interest of said Mortgagee 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, all obligations secured hereby shall at once become due at the option of said Mortgagee, and this mortgage be


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subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages; and the Mortgagee shall be authorized to take possession of the premises hereby conveyed, and after giving twenty-one days' notice by publication once a week for three consecutive weeks, of the time, place and terms of sale, by publication in some newspaper published in the County wherein said property is located, to sell the same in front of the Courthouse door of the County wherein said property is located, 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 may then be necessary to expend, in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness owed pursuant to the Fee Agreement and interest thereon; and fourth, the balance, if any, to be turned over to the Mortgagors.

And the Mortgagors further agree that said Mortgagee, its successors and assigns may bid and credit bid at any sale had under the terms of this mortgage, and purchase said property, if the highest bidder therefor; and the Mortgagors further agree to pay a reasonable attorney's fee to said Mortgagee, its successors and assigns, for the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction, said fee to be a debt hereby secured, and the purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money.

In the event of a sale hereunder, the Mortgagee, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the undersigned a good and sufficient deed to the property sold.


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Plural or singular words used herein to designate the Mortgagors, shall be construed to refer to the maker or makers of this mortgage, whether one or more persons, or a corporation; and all covenants and agreements herein made by the Mortgagors shall bind the heirs, personal representatives, successors and assigns of the Mortgagors, and every option, right and privilege herein reserved or secured to the Mortgagee, shall inure to the benefit of its successor and assigns.

IN TESTIMONY WHEREOF, the Mortgagors have hereunto set their hands and seals, on this the day of and year first above written.

Mortgagors:

Michael P. Edfeldt
Michael P. Edfeldt

Anne Stelly Edfeldt
Anne Stelly Edfeldt

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Michael P. Edfeldt, whose name is signed to the foregoing Mortgage and who is known to me, acknowledged before me on this day that being duly informed of the contents of said Mortgage, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 2nd day of February, 2009.

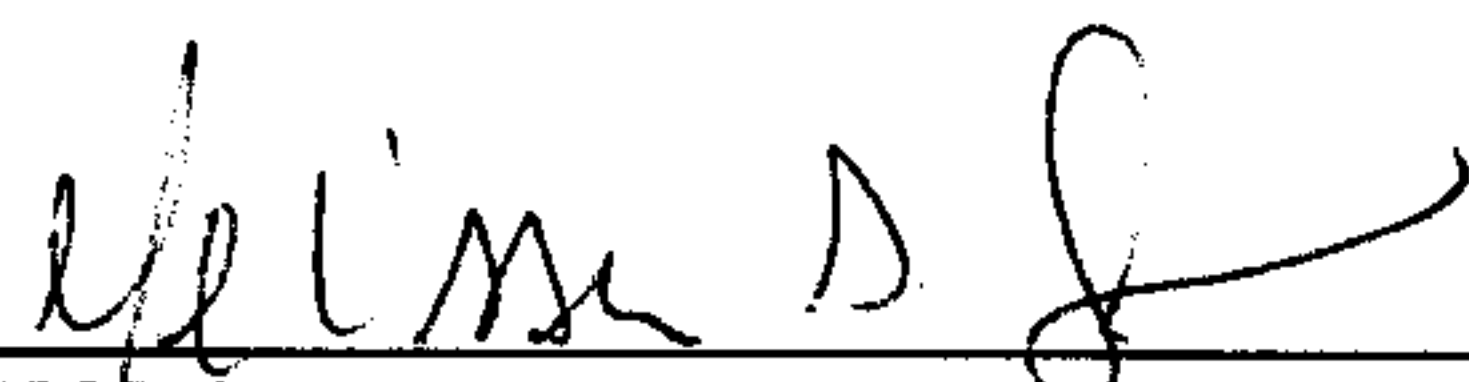
William D. Jr.
NOTARY PUBLIC
My Commission Expires: 1/16/10

[NOTARY SEAL]

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Anne Stelly Edfeldt, whose name is signed to the foregoing Mortgage and who is known to me, acknowledged before me on this day that being duly informed of the contents of said Mortgage, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 2nd day of February, 2009.




NOTARY PUBLIC
My Commission Expires: 1/16/10

[NOTARY SEAL]

This Instrument Was Prepared By:

Walter F. McArdle
Spain & Gillon
The Zinszer Building
2117 Second Avenue North
Birmingham, Alabama 35203


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