

MORTGAGE



20090508000172970 1/5 \$254.00
Shelby Cnty Judge of Probate, AL
05/08/2009 11:00:06 AM FILED/CERT

THE STATE OF ALABAMA, }
Shelby COUNTY, }

KNOW ALL MEN BY THESE PRESENTS, That this indenture made and entered into by and between B.
Scott Hendrix and Cynthia S. Hendrix, Husband and wife hereinafter called mortgagor,
and James A. Stokley, hereinafter called mortgagee;

WITNESSETH:

THAT WHEREAS, said mortgagor is justly indebted to said mortgagee in the sum of _____

One Hundred Fifty Thousand (\$154,000.00) DOLLARS

which is evidenced by a negotiable promissory note of even date herewith

AND WHEREAS, said mortgagor desires and has agreed to secure the prompt payment of said note according to the terms and stipulations therein contained:

NOW, THEREFORE, in consideration of the premises and of said indebtedness and in order to secure the prompt payment of the same according to the terms and stipulations contained in said note, and to secure any other amount that the mortgagee or his assigns may advance to the mortgagor before the payment in full of said mortgage indebtedness, the said mortgagor James A. Stokley

hereby grant, bargain, sell and convey to and unto the said mortgagee the following described property situate in Shelby County, Alabama, to-wit:

Lot 22 according to the Survey of Sterling Gate, Sector 3 Phase 2 as recorded in Map Book 29, Page 84, Shelby County, Alabama Records.

This conveyance is hereby made subject to restriction, easements and rights of way of record in the Probate Office of Shelby County, Alabama.

Copy of Land Survey attached.

Send Property Tax Notice to:

B. Scott Hendrix and Cynthia S. Hendrix
284 Kensington Lane
Alabaster, Alabama 35007



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TO HAVE AND TO HOLD, said property with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining unto the said mortgagee, his successors, heirs or assigns, in fee simple.

Said mortgagor covenants that he is lawfully seized of said property in fee simple and has a good right to convey the same as aforesaid, and warrants the same to be free from all encumbrances and against any adverse claims.

THIS, HOWEVER, is a mortgage and subject to the following covenants, conditions and stipulations, to-wit:

1. That so long as the indebtedness secured by this mortgage shall remain outstanding and unpaid, in whole or in part, the mortgagor agrees to keep the improvements on said property in as good condition as they now are, and not to permit any waste thereof, and to pay and discharge as the same become due all taxes or assessments or other charges that may be levied upon or accrue against said property, and all other debts that may become liens or charges against said property for improvements that may hereafter be made thereon and not permit any lien to accrue or remain on said property or on the improvements, or any part thereof, which may take precedence over the lien of this mortgage.

2. The mortgagor herein agrees to cause the improvements on said real property and said personal property to be insured against loss by fire and tornado for its full insurable value in reliable insurance companies, satisfactory to the mortgagee, his successors or assigns, until the indebtedness hereby secured is fully paid, loss if any payable to the mortgagee, his successors or assigns, as his interest may appear and said insurance policies shall be delivered to mortgagee.

3. In the event the mortgagor fails to insure said property as herein agreed or to pay the taxes which may be assessed against the same, or any liens or claims which may accrue thereon, the mortgagee, or his assigns, are hereby

authorized at their election to insure same and to pay the cost of such insurance, and also to pay said taxes, liens and claims, or any part thereof, and the mortgagor hereby agrees to refund on demand the sum or sums so paid with interest thereon at the rate of eight per centum per annum, and this mortgage shall stand and be security therefor.

4. That if the mortgagor shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable, which the mortgagor hereby agrees to do, and shall in all things do and perform all acts and agreements according to the tenor and effect thereof as herein stipulated, then, in that event, this conveyance shall be and become null and void; otherwise it shall remain in full force and effect.

5. But if the mortgagor shall fail to pay, or cause to be paid, the above mentioned note and advances, if any, as herein provided, or any installments thereof, including interest installments, as the same shall respectively become due and payable according to the terms thereof, or in the event the mortgagor shall fail to do or perform any act or thing herein required or agreed to be done, and said note and advances, if any, and all interest thereon accrued shall thereupon become due and payable and this mortgage shall be subject to foreclosure, at the option of the mortgagee, or his assigns; and in any such event the mortgagee or his assigns shall have the right and are hereby authorized to enter upon and take possession of said property, and, after or without taking such possession, to sell the same at public outcry for cash, after giving ten (10) days' notice of the time, place and terms of such sale, together with a description of the property to be sold, by posting a written notice at the Court House door of the County in which the mortgagor resides and the property or a part thereof is located, but if the mortgagor does not reside in the county where the property or a part thereof is located, then such notice must be given in the county where the property or a material part thereof is located; provided that if the amount secured by this mortgage is \$500.00 or more said notice of the sale of real estate included in this mortgage shall be given by publication once a week for three successive weeks in some newspaper published in the county in which such land or some portion thereof is situated. Said sale of real estate shall be had at the Court House door of the county in which said notice is given. If personal property as well as real estate is included in this mortgage, said personal property may be sold on the same notice and at the same time and place as the real estate, or may be sold at a different time at the Court House door of the county in which the personal property is found or to which it is brought, at public outcry for cash, and at one or more sales, after giving 10 days' notice of the time, place and terms of such sale by posting a written notice at the Court House door of the county where said sale is to be had; and it shall not be necessary to have such personal property at the place of sale if ponderous or impractical to move.

6. The proceeds of said sale the mortgagee, his successors or assigns, shall apply, first to the expenses incurred hereunder, including a reasonable attorney's fee for the collection of said indebtedness and the foreclosure of this mortgage, then to the payment of whatever sum or sums the mortgagee, his successors or assigns, may have paid or become liable to pay in carrying out the terms and stipulations of this mortgage, together with the interest thereon; and finally to the payment and satisfaction of said principal and interest indebtedness, including advances as herein provided, but interest to the date of sale only shall be charged. The balance, if any, shall be turned over to the said mortgagor.

7. It is agreed that if this mortgage be foreclosed by suit in equity, a reasonable attorney's fee shall, among other expense and costs, be first allowed and paid out of the proceeds of the sale of said property. It is further agreed that in the event of a sale under the power contained herein, the mortgagee, his successors or assigns, may purchase said property at such sale.

8. As to the collection of the amounts due on the obligations herein assumed, the mortgagor waives all rights of homestead and personal property exemption provided under the constitution and laws of the State of Alabama and of any other State.

9. Unless a contrary intention is indicated by the context, words used herein in the masculine gender include the feminine and the neuter, the singular includes the plural and the plural the singular.



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IN WITNESS WHEREOF, the said B. Scott Hendrix and Cynthia S. Hendrix

have hereunto set their hand and seal this the _____ day of _____, 2009.

Witness:

B. Scott Hendrix

(Seal)

Cynthia S. Hendrix

(Seal)

THE STATE OF ALABAMA,
 COUNTY,

Given under my hand and official seal this the

**NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 5, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

day of July 1909, 1909.

Joseph Burnett

Notary Public.



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WAGNER

THE STATE OF ALABAMA,

I, _____, Judge of Probate of said county, do hereby certify that the foregoing mortgage was filed for record in this office on the _____ day of _____, 19____.

Record of Mortgages, page _____, on the
day of _____, 19_____.
.....

Judge of Probate.

Judge of Probate for _____ County,
Alabama, do hereby certify that the following
privilege tax has been paid on the within instru-
ment as required by statute, viz.:—\$_____

Judge of Probate.

STATE OF ALABAMA
COUNTY OF SHELBY

COMMON AREA

S 59°51'5" E
146.46

15' EASEMENT

S 73°0'19" E
108.48



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LOT 22

363.40
N 47°2'12" E
CL 15' EASEMENT

LOT 21

LOT 23

S 25°3'51" N

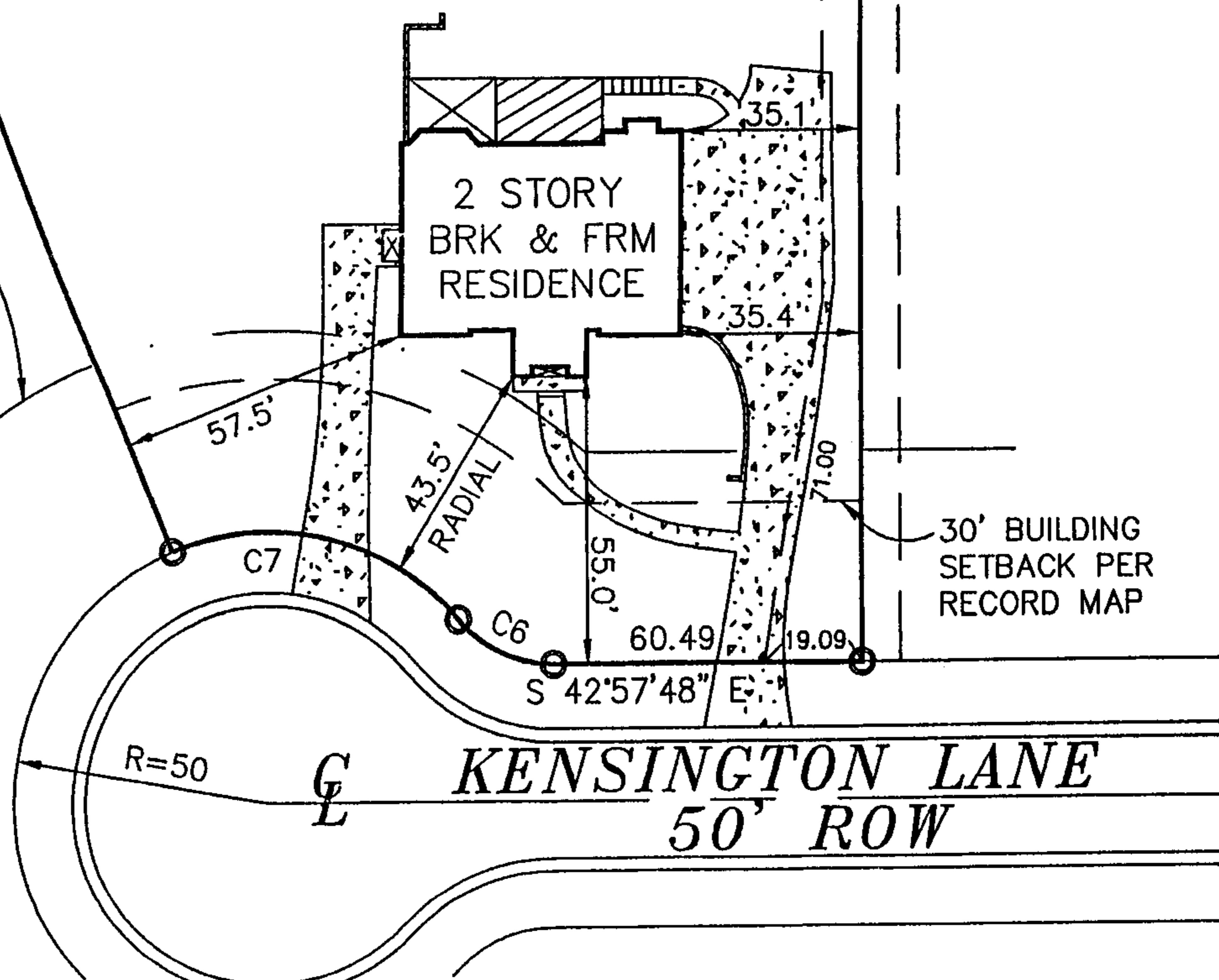
40' BUILDING SETBACK AS PER
PROTECTIVE COVENANTS RECORDED
IN INST # 2002-09512

C6

RADIUS = 25.00'
ARC L. = 21.03'
DELTA = 48°11'23"

C7

RADIUS = 50.00'
ARC L. = 61.23'
DELTA = 70°10'04"



Survey of Lot 22, Block 2 according to FINAL PLAT, STERLING GATE
SECTOR 3, PHASE 2, as recorded in the Office of the Judge of
Probate of afore-said County in Plat Book 29, Page 84: The address based on
reliable information and sources of said Lot is 284 KENSINGTON LANE
Alabama and is INSIDE the corporate limits of
the CITY OF ALABASTER: That said lot lies in Zone 'C', according to
F.I.R.M. Community-Panel Number 010191 0100 B* Dated SEPT. 16, 1982

SURVEY FOR: HENDRIX

REQUESTED BY: BARBARA GORE

TYPE OF SURVEY: MORTGAGE SURVEY

DATE OF FIELD SURVEY: 9/19/02

* SHELBY CO. FLOOD INFO. USED; THIS AREA OF ALABASTER WAS NOT INCORPORATED AT TIME OF F.I.R.M. FLOOD STUDY.

LEGEND

- CONCRETE MONUMENT FOUND.
- - PK NAIL FOUND
- - # 5 REBAR SET WITH CAP STAMPED.
- - PK NAIL SET
- UTILITY POLE.
- BRICK WALL
- WOOD DECK
- COVERED WOOD DECK
- SCREENED IN DECK
- - IRON PIN FOUND 1/2" OUTSIDE DIAMETER
- U — OVERHEAD UTILITY LINE(S).
- X — FENCE.
- CONCRETE.
- NOT TO SCALE.
- ACRES.
- CENTERLINE
- ESM'T - EASEMENT.
- M B L - MINIMUM BUILDING LINE
- ROW - RIGHT OF WAY.
- CONCRETE BLOCK WALL
- BRICK WALL

0 SCALE 1" = 50'

BASIS OF BEARING USED: PLAT

SOURCE OF INFORMATION USED IN MAKING THIS SURVEY IS: RECORD MAP

JOB # 6823

DATE: 9/23/02

DRAWN: LETTS

CHECKED: DWW

SHEET NO 1 of 1

PREPARED BY:	R. C. FARMER and ASSOCIATES, INC.
DATE:	9/23/02
DRAWN:	LETTS
CHECKED:	DWW
TEL:	205-664-2666
FAX:	205-664-2516

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND
DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE
CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR
SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY
KNOWLEDGE, INFORMATION, AND BELIEF.

NOT VALID
UNLESS
SEALED WITH
EMBOSSED SEAL
OR STAMPED WITH
RED INK SEAL
PROFESSIONAL
SURVEYOR
REVISED
WADE WHEEL