

State of Alabama	
Shelby County	}

## MORTGAGE

THIS MORTGAGE, made and entered into on this the 9th day of December, 2009, by and between

ALL ABOUT IT, INC., an Alabama corporation; DARLENE D. SELF, an unmarried woman, and REBEKAH P. MILLS, an unmarried woman hereinafter called Mortgagors, whether one or more, and ROBERT RICHARD WALTER, hereinafter called Mortgagees.

WITNESSETH: That the said Mortgagor is justly indebted to said Mortgagee in the sum of <u>Three Hundred</u>

Twenty Four Thousand and 00/100 (\$324,000.00) Dollars, which is evidenced as follows, to-wit:

Promissory Note of Even 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(s) the following described property situated in <a href="SHELBY">SHELBY</a> County, Alabama, to-wit:

Lots 3 - 11, Block 3, according to the survey of Mt. Laurel, Phase 1D, as recorded in Map Book 32, Page 61, in the Office of the Judge of Probate of Shelby County, Alabama.

THIS IS A PURCHASE MONEY MORTGAGE.

TO HAVE AND TO HOLD said real property, together with the tenements and appurtenances thereunto belonging or otherwise appertaining, unto said mortgagee(s), 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(s), 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(s) 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(s) 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 5% interest thereon from the date of payment, and such sums shall be payable to mortgagee on demand. Said mortgagors agree to pay reasonable attorney'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.

Record Fee, \$
Judge of Probate
day of
Mortgages, Pageson the
and was recorded in Vol Record of
day of, 2000
o'clock M., on the
registration in this office at
certify that the foregoing mortgage was filed for
Judge of the Probate Court of said County hereby
The State of Alabama}
Mortgage Deed
TO

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(s) 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 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(s) 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 9<sup>th</sup> day of December, 2009.

ALL ABOUT IT, INC. An Alabama Corporation.

By: Mallone

- Inly

Rebekah P. Mills, Its V.

\_\_ (L.S.)

(L.S.)

REBEKAH P. MILLS

DARLENE D. SELF

State of Alabama, Shelby County. 20091223000468440 2/3 \$504.00 Shelby Cnty Judge of Probate, AL 12/23/2009 12:32:05 PM FILED/CERT

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I, the undersigned authority, a Notary Public for said County and State, hereby certify that Darlene D. Self and Rebekah P. Mills, whose names as <u>President And Vice President</u> of ALL ABOUT IT, INC., an Alabama corporation, is acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily on the day the same bears date, for and as the act of said corporation.

Given under my hand and seal, this  $21^{57}$  day of December, 2009.

NOTARY PUBLIC

## STATE OF ALABAMA,

Shelby County.

I, the undersigned authority, a Notary Public for said County and State, hereby certify that DARLENE D. SELF, an unmarried woman, whose name is acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date, for and as the act of said company.

Given under my hand and seal, this 21st day of December, 2009.

A Notary Public

A Notary Public

STATE OF ALABAMA,

Shelby County.

I, the undersigned authority, a Notary Public for said County and State, hereby certify that REBEKAH P. MILLS, an unmarried woman, whose name is acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date, for and as the act of said company.

Given under my hand and seal, this 21st day of December, 2009.

20091223000468440 3/3 \$504.00 Shelby Cnty Judge of Probate, AL 12/23/2009 12:32:05 PM FILED/CERT