



20111012000303700 1/2 \$18.00
Shelby Cnty Judge of Probate, AL
10/12/2011 02:33:26 PM FILED/CERT

This instrument was prepared by:

Robert L. Austin, Atty at Law
120 Summit Parkway, Ste 106
Birmingham, AL 35209

MORTGAGE

State of Alabama)
County of Jefferson) **KNOW ALL MEN BY THESE PRESENTS: That Whereas,**

MIKE FERRY

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

ROBERT L. AUSTIN

(hereinafter called "Mortgagee", whether one or more) in the sum of TWO THOUSAND & no/100 (\$2000.00) DOLLARS.
as evidenced by real estate note of even date.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

MIKE FERRY

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, Alabama, to wit

LOT 59-A, ACCORDING TO THE RESURVEY, AS RECORDED IN MAP BOOK 5, PAGE 82, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA OF LOTS 57, 58, 59, 65, 66 AND 67, DEER SPRINGS ESTATES, FIRST ADDITION.

VIN# CLH023868TNA AND CLH023868TNB

MAKE CLAYTON

MODEL CLAY

WHICH IS AFFIXED AND ATTACHED TO THE LAND AND IS PART OF THE REAL PROPERTY

To Have And To Hold the above granted property unto the said Mortgages, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning end tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or as signs, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the, said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or an masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the 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 it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefore; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns assigns for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.


IN WITNESS WHEREOF the undersigned **MIKE FERRY** has hereunto set his hand and seal
this 10th day of December, 2009.


MIKE FERRY

THE STATE OF ALABAMA)
County of [COUNTY])

I, Tavia K Taylor, a Notary Public in and for said County, in said State, hereby
certify that **MIKE FERRY** whose name is signed to the foregoing conveyance, and who is known to me
acknowledged before me on this day, that being informed of the contents of the conveyance he executed the same
voluntarily this 10th day of December, 2009

Given under my hand and official seal this 10th day of December, 2009.


Notary Public
My Commission Expires: 12-16-12



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