

STATE OF ALABAMA

§

§

SHELBY COUNTY

§

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That whereas

MORTGAGOR

Holly Scherzer, hereinafter called Mortgagor for valuable and adequate consideration has become justly indebted to MORTGAGEE, its successors and assigns, Wolfgang Scherzer, hereinafter called the Mortgagee, in the principal sum of THIRTY THOUSAND AND NO 00/100 DOLLARS (\$30,000.00), as evidenced by negotiable promissory note or other instruments of indebtedness.

Now, Therefore, In consideration of the premises and in order to secure the payment of said indebtedness (including any future advances) and any renewal or extensions of same and any other indebtedness now or hereafter owed by the Mortgagor to Mortgagee (except Mortgagor’s home shall not secure any such other indebtedness incurred for personal, family or household purposes unless, if required by law, Mortgagee provides Mortgagor with any notice of right of rescission for such transaction) and to secure compliance with all of the stipulations hereinafter contained,

MORTGAGOR

Mortgagor does hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in Shelby County, State of Alabama, viz:

From the Southwest corner of Section 35, Township 20 South, Range 1 East, run thence North along the accepted West boundary of the SW ¼ of SW ¼ of said Section 35, a distance of 1278.40 feet to the accepted Northwest corner of said SW ¼ of SW 1/4 ; thence turn 91 deg.02 min. 18 sec. right and run 1083.46 feet along the accepted North boundary of said SW ¼ of SW ¼ to a ½” rebar, being the point of beginning of herein described parcel of land; thence continue along said course a distance of 251.00 feet to a ½” rebar at the Northwest corner of the SE ¼ of SW ¼ of said Section 35; thence continue along said course and along the accepted North boundary of said SE ¼ of SW ¼ a distance of 520.10 feet to a 2’ pipe on the Westerly boundary of Atchinson Road; thence turn 107 deg. 31 min. 15 sec. right and run 51.41 feet along said road boundary and the following courses; 18 deg. 04 min. 11 sec. right for 150.41 feet; 04 deg. 23 min. 56 sec. right for 173.11 feet; 16 deg. 02 min. 35 sec. left for 129.98 feet; 09 deg. 48 min. 21 sec. right for 293.33 feet; 10 deg 02 min. 25 sec. left for 196.62 feet; 07 deg. 52 min. 36 sec. right for 72.27 feet; 25 deg. 29 min. 28 sec. right for 93.74 feet; 05 deg. 43 min. 41 sec. right for 110.72 feet; thence run 17 deg. 06 min. 24 sec. left and run 322.18 feet along said road boundary to a ½” rebar at the intersection of the Westerly boundary of Atchinson Road with the Northerly boundary of Shelby County Highway #48 ( 80’ R.O.W.); thence turn 44 deg. 04 min. 51 sec. right and run 434.53 feet along the Northerly boundary said highway #48 to a ½” rebar; thence turn 90 deg. 58 min. 48 sec. right and run 164.22 feet to a ½” rebar; thence turn 29 deg. 06 min. 44 sec. right and run 1236.54 feet to the point of beginning of herein described parcel of land, situated in the S ½ of SW ¼ of section 35, Township 20 South, Range 1 East, Shelby County Alabama.

As set above, the undersigned Mortgagor has this day executed a Promissory Note according to the terms set out thereon, and has this day mortgaged the property described above to secure the payment of the above mentioned indebtedness, as well as any renewal or extension thereof; according to the provisions of this Mortgage, final payment will be due on or before MATURITY DATE , and any time prior to that date the above mentioned Promissory Note may be renewed or extended, or another Promissory Note may be executed to substitute for the above mentioned Promissory Note executed this date. This Mortgage is this day executed and shall be recorded in the Probate Office of Shelby County, Alabama, AS NOTICE TO ALL that said property has been pledged as security to secure the payment of the above mentioned indebtedness and any renewal or extension thereof, as well as being pledged for the security of any Promissory Note executed as a replacement or substitution for all or part of the above mentioned indebtedness

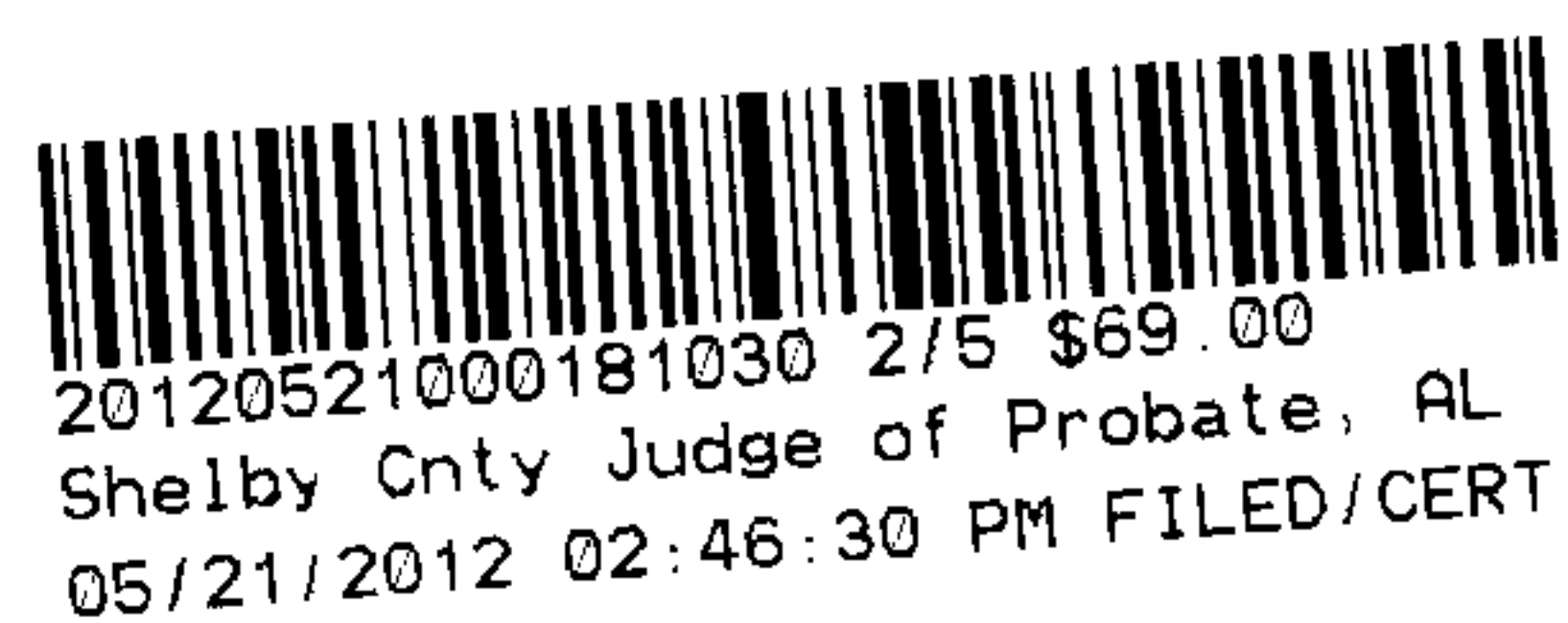
together with all rents and other revenues thereof and all rights, hereditaments, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in any wise appertaining, including after-acquired title and easements and all rights, title and interest now or hereafter owned by the Mortgagor in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric and other heating, lighting ventilating, air conditioning, cooking apparatus, carpets, elevators, fencing, antennas, plumbing, sprinkling and other equipment and fixtures attached or appertaining to said premises, all of which (hereinafter designated as mortgaged property) shall be deemed realty and conveyed by this mortgage.



TO HAVE AND TO HOLD the same and every part thereof unto the Mortgagee, MORTGAGEE, its successors and assigns forever.

And for the purpose of further securing the payment of said indebtedness, the Mortgagor covenants and agrees as follows:

1. That she is lawfully seized in fee and possessed of said mortgaged property and has a good right to convey the same as aforesaid, that she will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that said property is free and clear of all encumbrances, easements and restrictions, except that the encumbered by a first mortgage in the amount of \$228,353.57.
2. That she will pay all taxes, assessment, or other liens taking priority over this mortgage when imposed legally upon said mortgaged property and should default be made in the payment of same, or any part thereof, said Mortgagee may pay the same which sums shall become a part of the indebtedness secured by this mortgage.
3. That she will keep the buildings on said premises continuously insured in such amounts, in such manner and with such companies as may be satisfactory to the Mortgagee against loss by fire and such other hazards as Mortgagee may specify, with loss, if any, payable without contribution, to said Mortgagee, and will deposit with Mortgagee policies for such insurance and will pay premiums therefor as the same become due. Mortgagor shall give immediate notice in writing to Mortgagee of any loss or damages to said premises caused by any casualty. If Mortgagor fails to keep said property insured as above specified, the Mortgagee may insure said property against loss by fire and other hazards for the benefit of the Mortgagee. The proceeds of such insurance shall be paid by insurer to Mortgagee which is hereby granted full power to settle and compromise claims under all policies and to demand, receive and receipt for sums becoming due thereunder, said proceeds, if collected, to be credited on the indebtedness secured by this mortgage, less cost of collecting same or to be used in repairing or reconstructing the premises as the Mortgagee may elect; all amounts so expended by said Mortgagee for insurance or for the payment of taxes, assessments or any other liens shall become a debt due said Mortgagee additional to the indebtedness herein described and at once payable without demand upon or notice to any person, and shall be secured by the lien of this mortgage and shall bear interest at the highest legal rate 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 due and payable and this mortgage subject to foreclosure and same may be foreclosed as hereinafter provided.
4. To take good care of the mortgaged property above described 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 it now is, reasonable wear and tear alone excepted.
5. That no delay or failure of the Mortgagee to exercise any such option or to declare such forfeiture either as to past or present default on the part of said Mortgagor, and the procurement of insurance or payment of taxes by the Mortgagee shall not be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured by reason of failure of the Mortgagor to procure such insurance or to pay such taxes, it being agreed that no terms or conditions contained in the mortgage can be waived, altered, or changed except as evidenced in writing signed by the Mortgagor and by the Mortgagee.
6. That she will well and truly pay and discharge any indebtedness hereby secured as it shall become due and payable including the note or notes above described, any renewals or extensions thereof, and any other notes or obligations, direct or indirect, of Mortgagor to Mortgagee whether now or hereafter incurred.
7. That after any default on the part of the Mortgagor, the Mortgagee shall, be entitled as a matter of right, without notice to any party be a receiver of the rents, issues and profits of said premises, with power to lease and control the said premises and with such other powers as may be deemed necessary, and that a reasonable attorney's fee shall, among other expenses and costs, be fixed, allowed and paid out of such rents, issues and profits or out of the proceeds of the sale of said mortgaged property.
8. That all the covenants and agreements of the Mortgagor herein contained shall extend to and bind her heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to the Mortgagee shall inure to the benefit of the heirs, successors or assigns of the Mortgagee.
9. That the indebtedness hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided at the option of the holder hereof when and if any statement of lien is filed under the statutes of Alabama or laws of the United States relating to liens of mechanics or materialmen or taxes, without regard to the form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof, or of the lien on which such statement is based.
10. During the existence of this mortgage, upon the voluntary or involuntary sale, transfer, conveyance or change of ownership of the mortgaged property, or any part thereof, without the written permission or consent of the Mortgagee, the Mortgagee may, at its option, declare the entire principal indebtedness evidenced by the note secured by this mortgage, with the interest thereon, and any other charge against said property under the terms of this mortgage, due and payable, and upon such declaration this mortgage shall be subject to immediate foreclosure. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the mortgaged property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the





interest payable on the sums secured by this Mortgagee shall be at such a rate as Mortgagee shall request.

11. All expenses incurred by the Mortgagee, including attorney's fees, in compromising, adjusting or defending against liens, claims or encumbrances sought to be fixed upon the property hereby conveyed, whether such claims or encumbrances be valid or not, shall become a part of the debt hereby incurred, and accrue interest at the contract rate applicable to the indebtedness from the date of such expense.

12. The undersigned waives, unless otherwise prohibited by law, all right of exemption as to personal property under the laws of Alabama or any other State or of the United States as to any of the items secured or that may be secured by terms of the instrument and agrees to pay reasonable attorney fees not exceeding 15% of all unpaid debts secured by this mortgage to the Mortgagee, should the Mortgagee employ an attorney to collect the same. The Mortgagor waives the benefit of any statute regulating the obtaining of a deficiency judgment, or requiring that the sale of the property conveyed hereby be set off against any part of the debt secured hereby.

13. Plural or singular words used herein to designate Mortgagor shall be construed to refer to the maker of this mortgage, whether one or more person, a corporation, limited liability company, limited partnership or other legal entities.

14. Environmental Matters. Mortgagor represents and warrants that the mortgaged property does not now contain and shall not contain in the future, while any part of the indebtedness secured by this mortgage is unpaid: (a) any underground storage tanks, (b) asbestos in any form, (c) urea formaldehyde foam insulation, or (d) any other chemical material or substance the exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, may pose a hazard to the health and safety of the occupants of the mortgaged property or the owners of the property adjacent thereto. Mortgagor further presents and warrants: (a) that the mortgaged property complies in all respects with applicable environmental laws, regulations and/or court or administrative orders, (b) that there are no pending claims or threats of claims by private or government or administrative authorities relating to environmental impairment or regulatory requirements, and, (c) that there are no areas on, under or above the mortgaged property where hazardous substances have been disposed of, released or found. Mortgagor hereby agrees to give immediate oral and written notice to Mortgagee of receipt of any notice of a violation of any law, standard or regulation referred to or covered by this paragraph. Mortgagor hereby agrees to indemnify and hold harmless Mortgagee from all loss, cost, damage, claim and expense incurred by Mortgagee on account of Mortgagor's violation of any representation or warranty set forth in this paragraph, or of Mortgagor's failure to perform any obligations required under this paragraph, or of Mortgagor's or the mortgaged properties' failure to comply fully with all environmental laws, rules and regulations. This indemnification shall survive the closing of any loan payment of the obligations secured by this mortgage and the exercise of any right or remedy under any loan document executed hereunder. All costs and expenses of Mortgagee incurred under this paragraph, including a reasonable attorney's fee, shall constitute a part of the indebtedness secured by this mortgage and interest shall accrue thereon at the contract rate from the date of such cost or expense.

15. Bankruptcy. In the event the Mortgagor becomes a debtor under the United States Bankruptcy Code and seeks to cure any payment arrearage or delinquency through any plan, the amount of such arrearage or delinquency including all attorney fees and costs incurred by Mortgagee shall accrue interest at the contract rate applicable to such indebtedness.

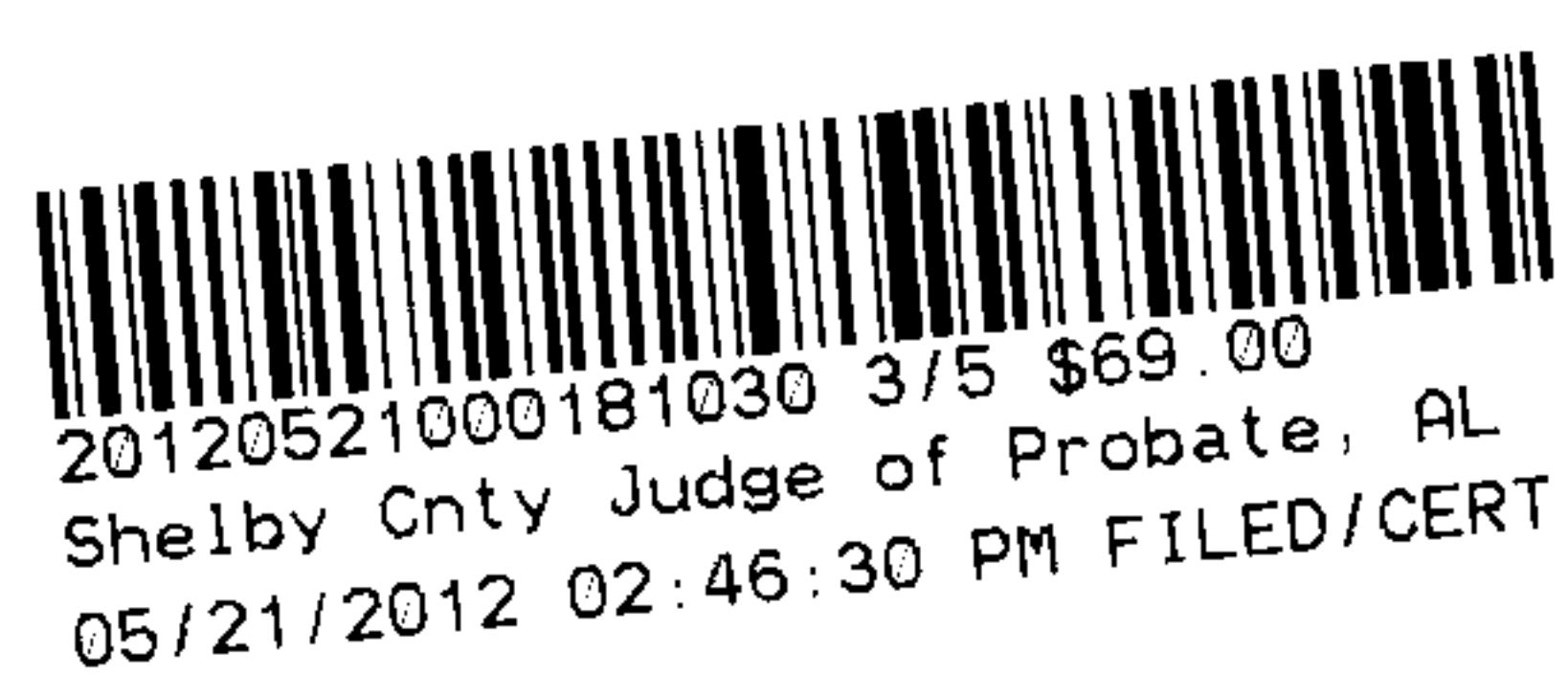
16. Amendments. This mortgage, together with any related documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this mortgage. No alteration of or amendment of this mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

17. Applicable Law. This mortgage has been delivered to Mortgagee and accepted by Mortgagee in the State of Alabama. Subject to the provisions of any applicable arbitration agreement between Mortgagee and Mortgagor, this mortgage shall be governed by and construed in accordance with the laws of the State of Alabama.

18. Caption Headings. Caption headings in this mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this mortgage.

19. Severability. If a court of competent jurisdiction finds any provision of this mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this mortgage in all other respects shall remain valid and enforceable.

UPON CONDITION, HOWEVER, that if indebtedness hereby secured, shall be well and truly paid and discharged (which in addition to the principal sum with interest, set forth above shall include payment of taxes and insurance, the satisfaction of prior encumbrances and any other past, existing or future indebtedness owed to the Mortgagee by the Mortgagor), as the same shall become due and payable and shall in all things do and perform all acts and agreements by Mortgagor herein agreed to be done according to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void; but should default be made in the payment of the indebtedness hereby secured or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by the Mortgagee under the authority of any of the provisions of this mortgage or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any lien or encumbrance thereon so as to endanger the debt hereby secured, or should a petition to





condemn any part of the mortgaged property be filed by any authority having power of eminent domain, or should any law, either federal or state, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the debt hereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged premises shall be charged against the owner of this mortgage or should at any time of any of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction or should the Mortgagor fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured or portion or part of same may not as said date have been paid, with interest thereon, shall at once become due and payable and this mortgage shall be subject to immediate foreclosure at the option of the Mortgagee, notice of the exercise of such option being hereby expressly waived; and the Mortgagee shall have the right to enter upon and take possession of the property hereby conveyed and after or without taking such possession to sell the same before the County Court House door in the County, wherein the mortgaged property is located, at public outcry of cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said County, and upon the payment of the purchase money the Mortgagee, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagor a good and sufficient deed to the property sold; the Mortgagee shall 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 have been expended or that may then be necessary to expend in paying insurance, taxes, assessments, and other encumbrances, charges, liens or debts, with interest thereon; third, to the payment in full of the principal indebtedness hereby secured and interest thereon, whether the same shall or shall not have fully matured at the date of said sale; and fourth, the balance, if any, to be paid over to the said Mortgagor or as otherwise provided by law. The Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale thereunder.


MORTGAGOR ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS MORTGAGE, AND MORTGAGOR AGREES TO ITS TERMS.

THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

**CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT.**

IN WITNESS WHEREOF, the undersigned have/has executed this mortgage under seal this the 29<sup>th</sup> day of March, 2012.

 (Mortgagor) (SEAL)

  
20120521000181030 4/5 \$69.00  
Shelby Cnty Judge of Probate, AL  
05/21/2012 02:46:30 PM FILED/CERT

Subdivision		Lot	Plat Book	Page
QQ	Q	S	T	R

SOURCE OF TITLE	
BOOK	PAGE

# CERTIFICATE

STATE OF ALABAMA §  
§  
SHELBY COUNTY §

In compliance with Alabama Code Section 40-22-2 (1975), the owner of this mortgage hereby certifies that the amount of indebtedness presently incurred is \_\_\_\_\_ upon which the mortgage tax is paid herewith, and owner agrees any additional or subsequent advances made under this mortgage will be subject to the mortgage tax on such advances and thereafter endeavor to pay such taxes into the appropriate Judge of Probate office no later than each September hereafter or a document evidencing such advances is filed for record in the above said office and the recording fee and tax applicable thereto paid. So long as such taxes are subsequently paid at any time by owner all indebtedness due owner shall be secured under the terms of this mortgage.

Mortgagor: \_\_\_\_\_  
Date, Time and Volume and  
Page of recording as shown hereon.

Mortgagee: MORTGAGEE

By: \_\_\_\_\_

**Title**

[illegible]

I, D. Lisa Hopf, a Notary Public in and for said County, in said State, hereby certify that, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 28<sup>th</sup> day of March, 2012.

2 day of March, 2012.

[Signature]

Notary Public

My Commission Expires: 1/22/16

Prepared by  
White Arnold + Dowd P.C.  
2025 Third Ave North  
Suite 500  
Birmingham, AL 35203

