


This instrument was prepared by:

Robert H. Sprain, Jr., Esq.  
Sprain Law Firm, PC  
1707 29th Court South  
Birmingham, AL 35209

  
20130301000085640 1/2 \$60.00  
Shelby Cnty Judge of Probate, AL  
03/01/2013 08:50:53 AM FILED/CERT

STATE OF ALABAMA)  
COUNTY OF SHELBY)

### MORTGAGE

Know All Men by These Presents: That

**Whereas**, Edwin Samuel Baldwin, a married man (hereinafter referred to as "Mortgagor", whether one or more), is indebted to Pennie Lee Baldwin Arnold (hereinafter referred to as "Mortgagee", whether one or more) in the sum of Thirty Thousand and No/100 Dollars (\$30,000.00), evidenced by a promissory note of even date herewith; and

**Whereas**, Mortgagor has agreed that this mortgage shall be given to secure the prompt payment of the indebtedness evidenced by said promissory note

**Now, Therefore**, in consideration of said indebtedness and to secure the prompt payment of the same at maturity, Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to wit:

**Lot 432, according to the Survey of Waterford Highlands Sector 1, as recorded in Map Book 27, Page 137, in the Probate Office of Shelby County, Alabama.**

Subject however to a) *ad valorem* taxes for the current year and subsequent years not yet due and payable; b) covenants, restrictions, reservations, easements, set back lines and rights-of-ways, if any, heretofore imposed of record; c) mineral rights not owned by Mortgagor; and d) that certain first mortgage in favor of Citi Bank.

The Property described above is neither the homestead of the Mortgagor nor of Mortgagor's spouse.

**This mortgage is not assumable without the prior written consent of Mortgagee. This is a purchase money mortgage.**

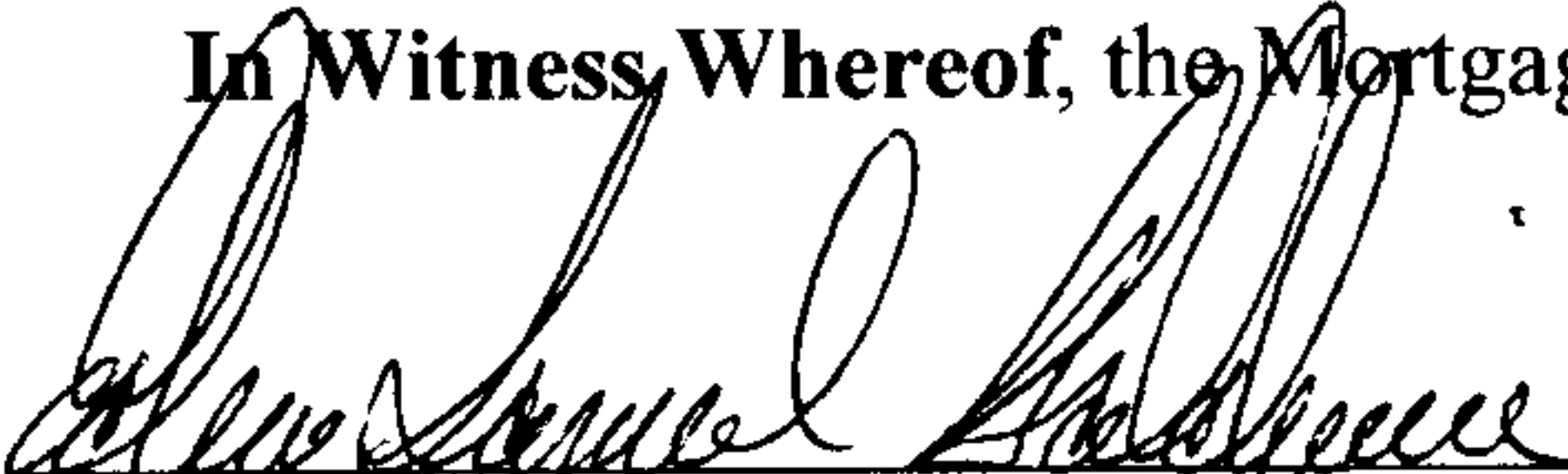
**To Have and to Hold** the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and 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, Mortgagor agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and 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 Mortgagee fails to keep said property insured as above specified, or fails 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 secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.




Upon condition, however, that if the said Mortgagor pays said indebtedness, and the interest thereon and reimburses said Mortgagee or pays for any amounts Mortgagee may have expended for taxes, assessments, and insurance, and interest thereof, then this conveyance shall be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, 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 encumbrance 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 en 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 attorneys 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 encumbrances, 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 date of the 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, 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.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage, is hereby expressly conveyed and granted to the heirs, and agents, and assigns of said Mortgagee, or to the successors, agents and assigns of said Mortgagee, if a corporation.

In Witness Whereof, the Mortgagor has hereunto set his signature and seal this 11th day of January, 2013.

  
EDWIN SAMUEL BALDWIN

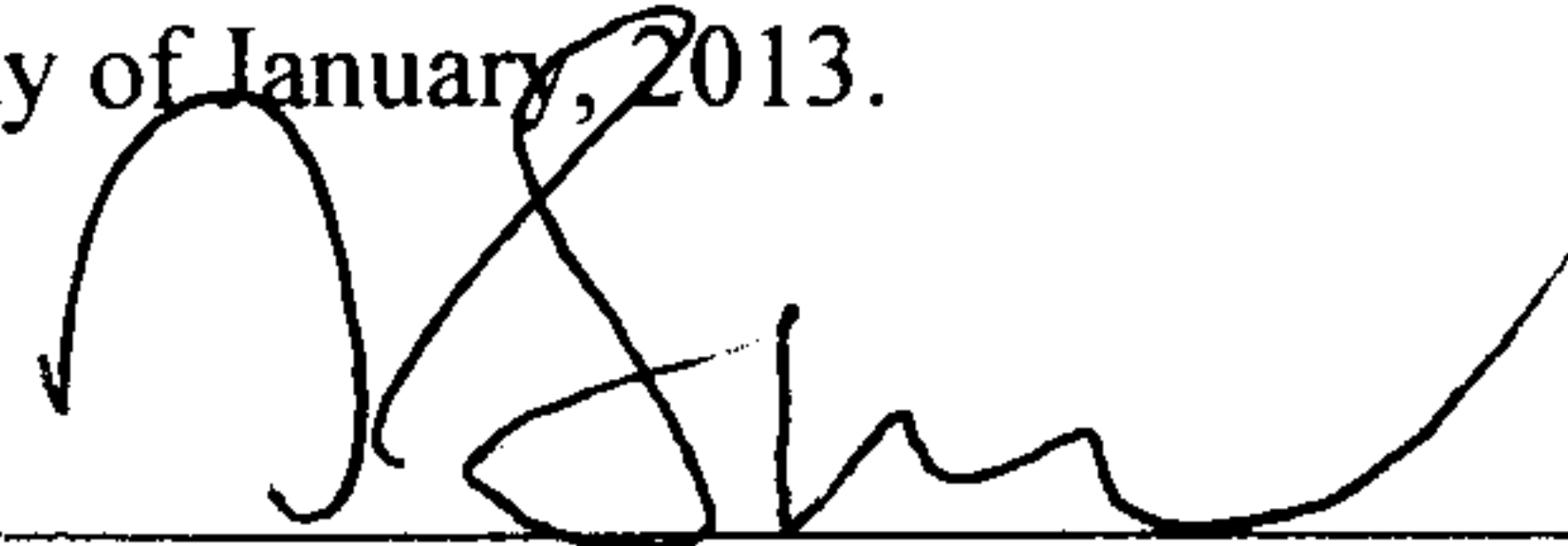
  
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STATE OF ALABAMA)  
COUNTY OF JEFFERSON)

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

Given under my hand and official seal this 11<sup>th</sup> day of January, 2013.

S E A L

  
NOTARY PUBLIC  
My Commission Expires:

ROBERT H. SPRAIN, JR  
NOTARY PUBLIC - ALABAMA  
JEFFERSON COUNTY  
My Commission Expires  
JUNE 29, 2013