

20130919000379130 1/5 \$176.00
Shelby Cnty Judge of Probate, AL
09/19/2013 02:04:35 PM FILED/CERT

MORTGAGE

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL ME BY THESE PRESENTS:

WHEREAS, William T. Bezkor, Jr. (hereafter called "Mortgagor"), is justly indebted to Lillian R. Somers, Inc. (hereinafter called "Mortgagee"), in the sum of \$ 100,000.00

, evidenced by one promissory note of even date herewith and being due and payable according to the terms thereof; and

WHEREAS, Mortgagor agreed, in incurring said indebtedness, that the Mortgagee, and all others executing this mortgage do hereby grant, bargain, and convey to the Mortgagee the following described real estate, situated in Shelby County, Alabama:

Parcel I: See attached Exhibit "A" for legal description.

In the Probate Office of Shelby County, Alabama.

Individual dwelling shall be released from this mortgage upon the payment of \$ 100,000.00 toward principal. Mortgagor shall be responsible for all costs including Mortgagee's attorney's fees in said releases.

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 payment of said indebtedness, the undersigned agrees to pay all taxes and assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at the 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, 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 undersigned fail to keep said property insured as above specified, or fail to deliver said policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for skid 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

Prepared by:

Adventure Mortgage, Inc.
Suite 2165A Rocky Ridge Road
Hoover, AL 35216

John Somers President

secured, and shall be covered by this Mortgage, and bear interest from the 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 reimburses said Mortgagee or assigns for any amounts Mortgagee 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 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 publishing in same newspaper published in said County and State, sell the same in lots or parcels or en masse, Mortgagee agents or assigns deem best, in front of the Courthouse door of said County where the 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 title and a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended that may be necessary to expend, in paying insurance, taxes or other encumbrances with interest thereon; Third, to the payment of said indebtedness in full, whether by the same note having fully matured at the date of said sale, but no interest shall be collected beyond the amount of said balance, if any, to be turned over to the said Mortgagor and the undersigned parties agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if highest bidder therefore; and undersigned further agrees to pay a reasonable attorney's fee to the Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be incurred, said fee to be part of the debt hereby

IN AGREEMENT THEREOF, the undersigned William T. Bezkor, Jr.,

Has hereunto set her signature and seal this 16th day of August, 2013.

William T. Bezkor Jr.
William T. Bezkor Jr.

Notary Public Duel Helt

(SEAL)

My commission expires 5/27/2017

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LEGAL DESCRIPTION

According to deed instrument 2000-11811, as recorded at the ^{SH6261} Jefferson County Probate Office, the subject parcel is legally described as:

PARCEL I:

Commence at the Northwest corner of Lot 14, Block 1 as shown on Grefenikamps Map of Buck Creek Cotton Mill as recorded in Map Book 3, Page 9, in the Probate Office of Shelby County, Alabama and run Southerly along the West side of Lot 14 a distance of 17.75 feet to a point; thence turn an angle of 83 degrees 57 minutes 48 seconds to the left and run Easterly 89.66 feet to a point on the West right-of-way line of U. S. Highway 31; thence run in a Southerly direction along the West right-of-way line of said highway a distance of 2 feet to a point on the North line of Lot 13 of said subdivision, said point being the point of beginning of the property herein described; thence continue South along the West right-of-way line of said Highway 31 a distance of 26.4 feet to a point; thence run West, parallel to the South line of Lot 13 of said subdivision a distance of 8 feet to a point; thence run in a Southwesterly direction to a point on the West line of Lot 12 of said subdivision; said point being 7 feet South of the Northwest corner of said Lot 12; thence run North along the West line of Lot 12 a distance of 7 feet to the Northwest corner of said Lot 12; thence continue North along the West line of Lot 13 a distance of 25 feet to the Northwest corner of said Lot 13; thence run in an Easterly direction along the North line of said Lot 13 a distance of 106 feet, more or less, to the point of beginning.

PARCEL II:

Begin at the SW corner of Lot 14 as recorded in Map Book 3, Page 9, in the Probate Judge Office of Shelby County, Alabama, and run Easterly along the South side of the said Lot 14 for 35.97 feet to the point of beginning; then continue Easterly along the same line for 53.11 feet to a point on the West right-of-way of U. S. Highway 31; then turn an angle of 87 degrees 24 minutes to the left and run Northerly along the West right-of-way of said highway for 2.28 feet; then turn an angle of 89 degrees 57 minutes to the left and run Westerly for 53.06 feet; then turn an angle of 90 degrees 00 minutes to the left and run Southerly for 4.73 feet back to the point of beginning.

PARCEL III:

Begin at the SW corner of Lot 14 as recorded in Map Book 3, Page 9, as recorded in the Probate Judge Office of Shelby County, Alabama, and run Easterly along the South side of the said Lot 14 for 3.51 feet to the point of beginning; then continue along the same line running Easterly for 21.29 feet; then turn an angle of 86 degrees 48 minutes 20 seconds to the left and run Northerly for 5.31 feet; then turn an angle of 90 degrees 00 minutes to the left and run Westerly for 21.26 feet; then turn an angle of 90 degrees 00 minutes to the left and run Southerly for 6.48 feet back to the point of beginning.

PARCELS I, II AND III being all of Lot 13 and a portion of Lots 12 and 14, Block 1, of said subdivision.

LEGAL DESCRIPTION (continued)PARCEL IV:

Lots 14 and 15, Block 1, Grefenkamps Survey of E 1/2 of NE 1/4 of Section 2, Township 21, Range 3 West, Shelby County, Alabama, being the same as Lots 14 and 15, Block 1 of Plat of Buck Creek Cotton Mills Inc., as recorded in Map Book 3, Page 9, Probate Office of Shelby County, Alabama.

LESS AND EXCEPT the following two parcels:

Begin at the SW corner of Lot 14 in Buck Creek Cotton Mills Subdivision, certified by A. J. Grefenkamp, recorded in Map Book 3, Page 9, in the Probate Judge Office of Shelby County, Alabama, and run Easterly along the South side of said Lot 14 for 33.51 feet to point of beginning. Then continue along the same line running Easterly for 21.29 feet, then turn an angle of 86 degrees 48 minutes 20 seconds to the left and run Northerly for 53.1 feet, then turn an angle of 90 degrees 00 minutes to the left and run Westerly for 21.26 feet, then turn an angle of 90 degrees 00 minutes to the left and run Southerly for 6.48 feet back to the point of beginning.

Begin at the SW corner of Lot 14, in Buck Creek Cotton Mills Subdivision, certified by A. J. Grefenkamp, recorded in Map Book 3, Page 9, in the Probate Judge Office of Shelby County, Alabama, and run Easterly along the South side of said Lot 14 for 35.97 feet to the point of beginning. Then continue Easterly along the same line for 53.11 feet to a point on the West right of way of U. S. Highway 31, then turn an angle of 87 degrees 24 minutes to the left and run Northerly along the West right of way of said highway for 2.28 feet, then turn an angle of 89 degrees 57 minutes to the left and run Westerly for 53.06 feet, then turn an angle of 90 degrees 00 minutes to the left and run Southerly for 4.73 feet back to the point of beginning.

LESS AND EXCEPT any portion of subject property lying with the right of way of U. S. Highway 31.

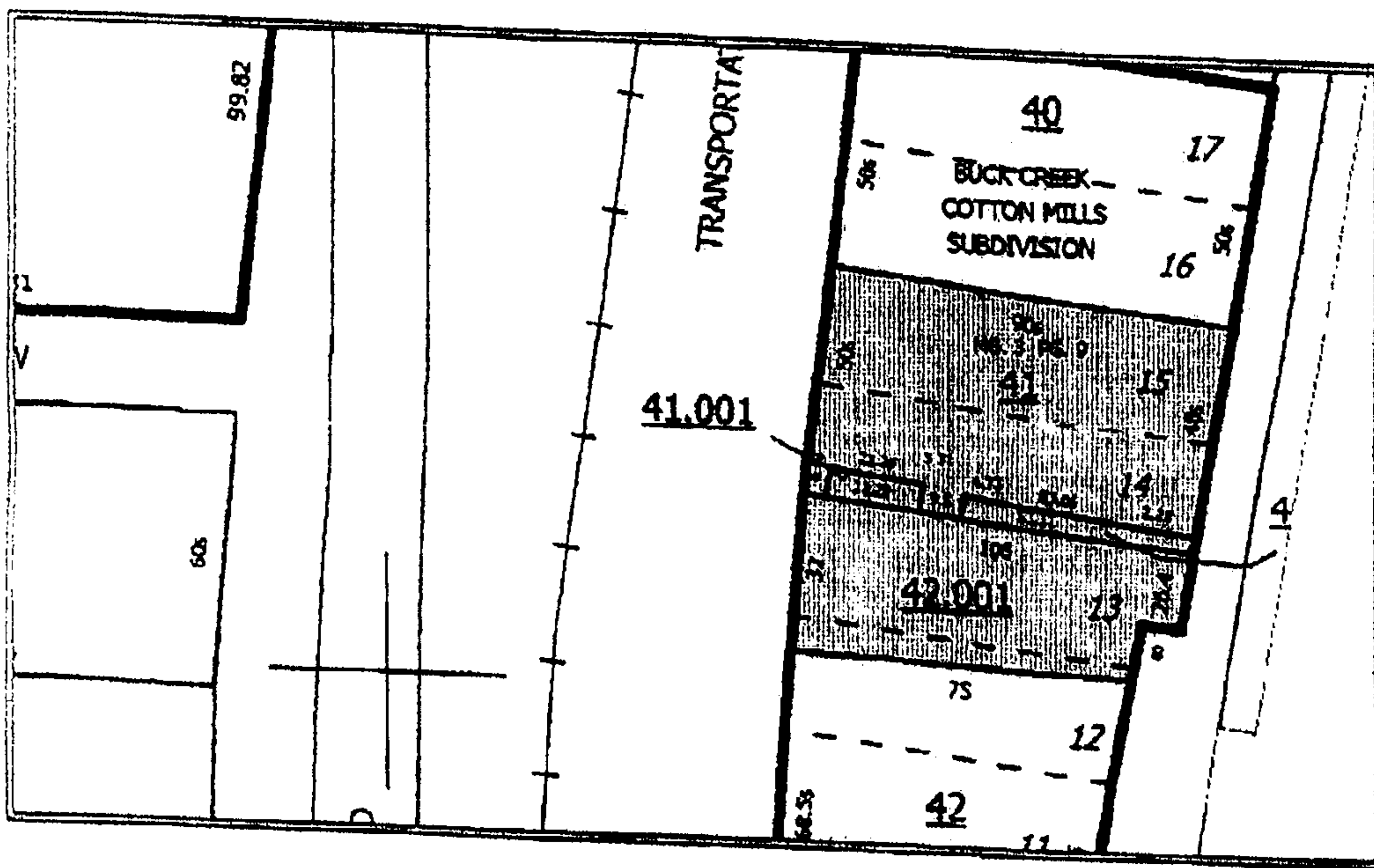
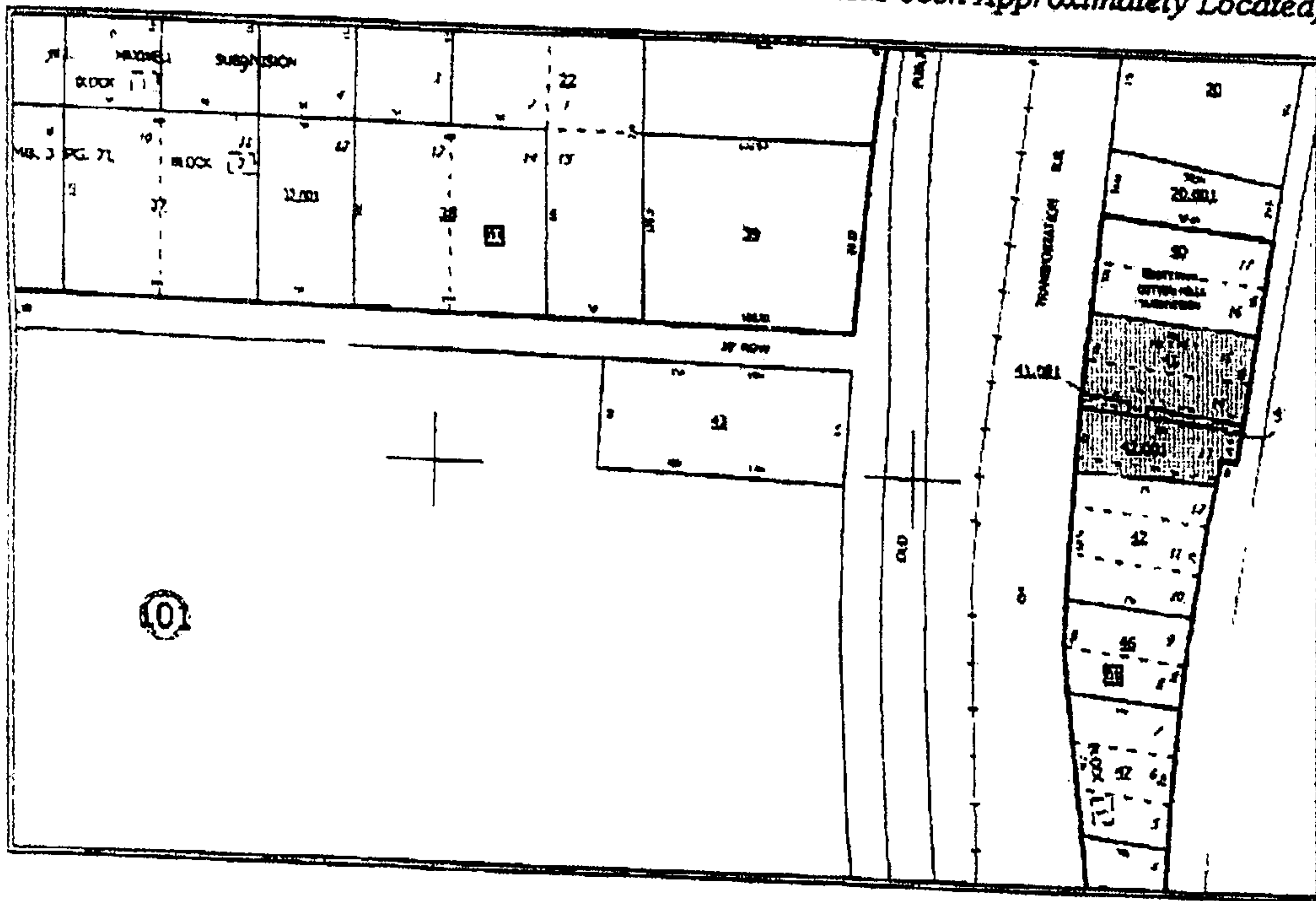
HASHA APPRAISAL & CONSULTING SERVICE, INC.



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TAX MAP

(Location of Subject Property is Highlight in Yellow and Has been Approximately Located)



HASHA APPRAISAL & CONSULTING SERVICE, INC.