

STATE OF ALABAMA)
COUNTY OF SHELBY)



20150413000117440 1/3 \$173.15
Shelby Cnty Judge of Probate, AL
04/13/2015 11:58:30 AM FILED/CERT

PURCHASE MONEY MORTGAGE

This mortgage is made from **Anita Lynn Portwood**, an unmarried woman (hereafter called MORTGAGOR) to **Horizon Bank**, (hereafter called MORTGAGEE) as a result of MORTGAGOR being indebted to MORTGAGEE in the sum of \$ 102,030.00 as evidenced by a promissory note of even date due in accord with the terms of said note secured herein. As part of the consideration for the aforesaid loan from MORTGAGEE to MORTGAGOR, it is agreed that this mortgage secures: (a) the repayment of the debt evidenced by the promissory note described above together with all other obligations set forth in said note and all renewals, extensions or modifications of the same, (b) repayment of any other indebtedness owed by MORTGAGOR to MORTGAGEE whether in existence at the time of the execution of this mortgage or incurred after the date the same is executed, including future advances, as well as all other obligations contained in any instrument evidencing such indebtedness together with all extensions, modifications or renewals of the same, and (c) the performance of MORTGAGOR of all conditions and provisions contained in this mortgage. The term "indebtedness" as used herein shall include any of the obligations described in (a), (b) and (c) above. In consideration of the loan to MORTGAGOR, and for the aforesaid purposes, MORTGAGOR grants, bargains, sells and conveys unto MORTGAGEE the following described real estate situated in **Shelby** County, Alabama:

Lot 97, according to the Survey of Hayesbury, Phase I, according to the plat thereof recorded in Map Book 28, page 89, in the Probate Office of Shelby County, Alabama.

The above property has the following address: 165 Hayesbury Court, Pelham, AL 35124

The above property has the following parcel number according to the taxing authority for Shelby County, Alabama: 11-7-36-3-000-026.027.

This is a purchase money mortgage - the note secured by this mortgage represents a portion of the purchase price for the real estate described herein.

TO HAVE AND TO HOLD said premises unto MORTGAGEE and MORTGAGEE'S successors and assigns forever subject, however, to the conditions contained herein. MORTGAGOR covenants that MORTGAGOR is lawfully seized in fee simple of the subject real estate; that it is free from all encumbrances unless otherwise noted herein; and that MORTGAGOR will defend generally the title to the subject property against all lawful claims of any other party.

MORTGAGOR further agrees, as additional security for the aforesaid indebtedness, to pay all taxes or liens taking priority over this mortgage (unless otherwise provided herein) when legally imposed upon said premises and, further, to keep any improvements upon the subject premises continuously insured in such company as may be satisfactory to MORTGAGEE for at least the full insurable value or the indebtedness secured herein, whichever is less, against loss by fire or other casualty, with loss, if any, payable to said MORTGAGEE and MORTGAGOR, as their interest may appear. If MORTGAGOR fails to keep said property insured as specified herein, MORTGAGEE may, at MORTGAGEE'S option, obtain such insurance for MORTGAGEE'S own benefit. The proceeds from any insurance, if collected,

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shall be credited to the indebtedness secured by this mortgage, less cost of collecting the same. All amounts expended by MORTGAGEE for insurance or for payment of taxes or other prior liens shall become a debt due and at once payable, without demand or notice to any person, and the MORTGAGOR, in addition to the indebtedness hereby specially secured, shall pay the same with interest at the rate specified in the aforesaid note from the date of the payment by said MORTGAGEE when and as requested by MORTGAGEE. At the election of MORTGAGEE, and without notice, MORTGAGEE may declare the entire indebtedness secured by this mortgage due and payable and that the mortgage is subject to foreclosure as hereafter provided if MORTGAGOR fails to make said payments, together with accrued interest, as and when requested by MORTGAGEE.

MORTGAGOR shall not commit or permit any waste of the property conveyed herein and shall keep any improvements thereon repaired and in as good condition as the same are in now, reasonable wear and tear excepted.

No delay or failure of MORTGAGEE to exercise any election to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of MORTGAGEE'S right to exercise such option, or declare such forfeiture, as to any past or future default.

This conveyance is made upon condition that if MORTGAGOR pays all indebtedness secured herein said indebtedness including the note described above, together with all indebtedness owed by MORTGAGOR to MORTGAGEE which existed at the time of the execution of this mortgage and all indebtedness owed by MORTGAGOR to MORTGAGEE which was incurred after the execution of this mortgage, whether by future advances or other means, and otherwise complies with the provisions of this mortgage, this conveyance shall be void; but should default occur then the following provisions shall apply. A default shall occur in this mortgage when MORTGAGOR: (a) defaults in paying in full any of the installments called for under the aforesaid note, or (b) defaults in paying in full any installment called for under any other note or debt instrument to MORTGAGEE, or (c) fails to pay in full any other sum required by this mortgage, or (d) fails to comply with any other term or provision contained in this mortgage or in any of the notes secured herein, or (e) should there be filed by or against MORTGAGOR any proceeding under any bankruptcy law. Upon the occurrence of a default all sums due hereunder or under the note described herein, and all other indebtedness owed by MORTGAGOR to MORTGAGEE, together with interest, shall, at MORTGAGEE'S election, become at once due and payable from and after the date of such default and MORTGAGEE, or MORTGAGEE'S agent or attorney, is authorized (but is not required) to enter upon and take possession of the premises hereby conveyed, and, further authorized (whether possession has been taken or not), that after giving twenty-one (21) days notice by publication once a week for three consecutive weeks, of the time, place and terms of sale in some newspaper published in the county where the property is located, to sell the same at the front door of the Courthouse of said county at public outcry, to the highest bidder for cash, and to 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 due under this mortgage or the note or other debt secured by this mortgage; and, third, the balance (if any) shall be paid to MORTGAGOR.

MORTGAGOR agrees that the holder of this mortgage may bid at any sale held under the terms of this mortgage, and may become the purchaser at said sale if the highest bidder therefore, the same as if said mortgage holder were a stranger to this instrument. MORTGAGOR gives MORTGAGEE or the holder of this mortgage, or any auctioneer or attorney acting on behalf of such person or entity, the authority to execute to the purchaser at said foreclosure sale for and in the name of MORTGAGOR a good and sufficient deed conveying the subject real estate.

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Notwithstanding any other provision of this mortgage or any note evidencing the indebtedness secured herein, all indebtedness secured by this mortgage shall become immediately due and payable, at the option of the mortgage holder, upon the conveyance of the subject real estate, or any part thereof or any interest therein.

The term "MORTGAGEE" used herein shall include not only the party named MORTGAGEE in the first paragraph but also any successor or assign of said party.

Should any paragraph or provision of this mortgage be held invalid then such ruling or holding shall not affect or invalidate the remaining provisions contained herein.

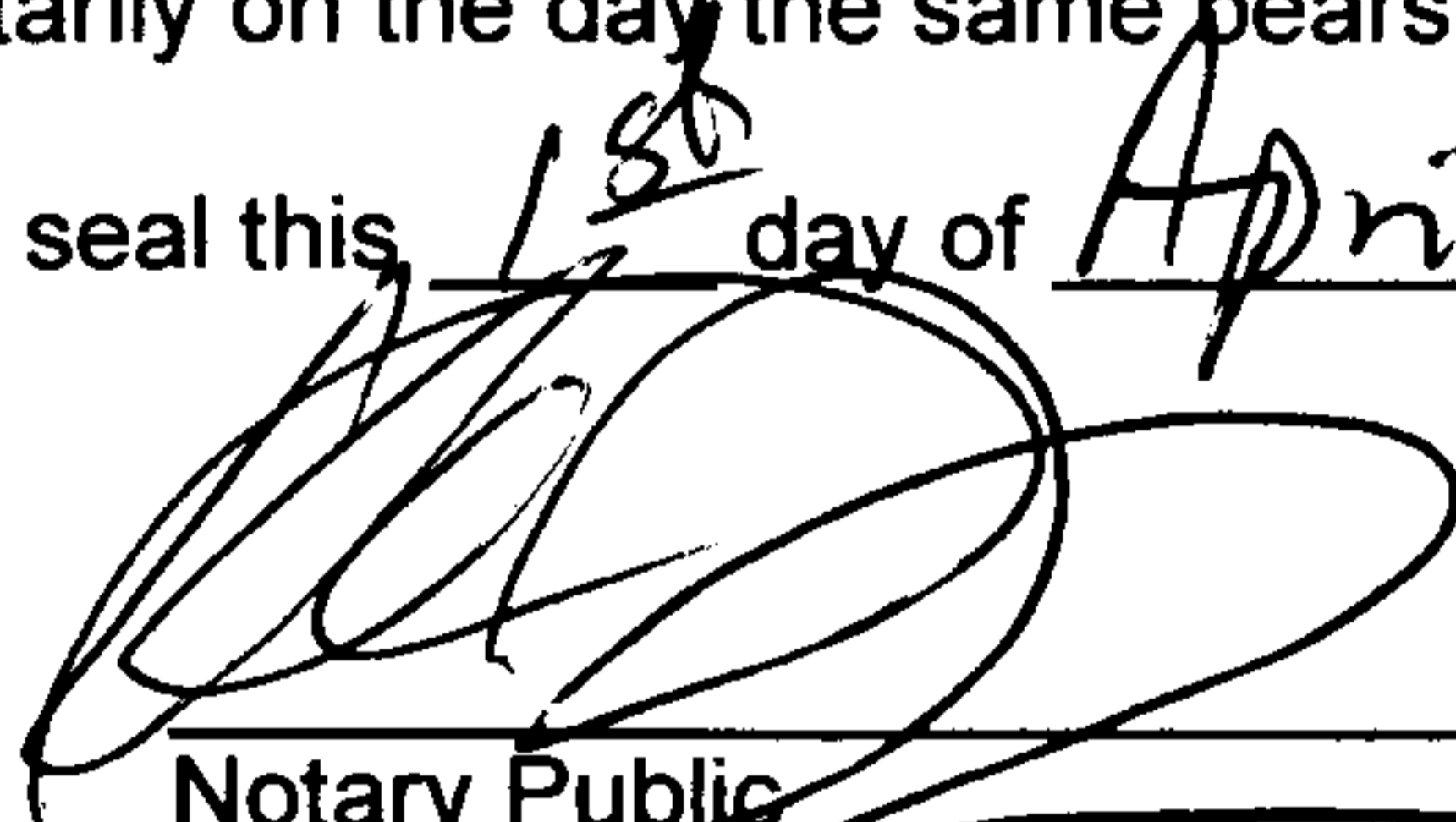
IN WITNESS WHEREOF, MORTGAGOR hereby executes this Mortgage this 1st day of April, 2015.

Anita Lynn Portwood (SEAL)
Anita Lynn Portwood

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for the said State at Large, hereby certify that **Anita Lynn Portwood**, an unmarried woman, whose name is signed to the foregoing mortgage, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said mortgage, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of April, 2015.



Notary Public
My Commission Expires: 8/16/16
My Seal:

This instrument prepared by:
TERRY GILLIS, LLC
204 4th Street, SW
Fort Payne, AL 35967 (Misc. – Horizon)
Horizon Bank NMLS # 470347
Matthew Greer NMLS # 568490