

This instrument was prepared by:

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1780 Gadsden Hwy.
Birmingham, Alabama 35235

20160229000060920
02/29/2016 08:52:29 AM
MORT 1/4

MORTGAGE

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That Whereas, Doug Sweet, II and Corinne A. Sweet, a married couple, (hereinafter called "Mortgagor") is justly indebted to William B. Doyle (hereinafter called "Mortgagee", whether one or more), for the sum of NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00), as evidenced by a Real Estate Mortgage Note, of even date herewith, payable according to the terms and conditions as set forth therein with a final payment due March 1, 2016.

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

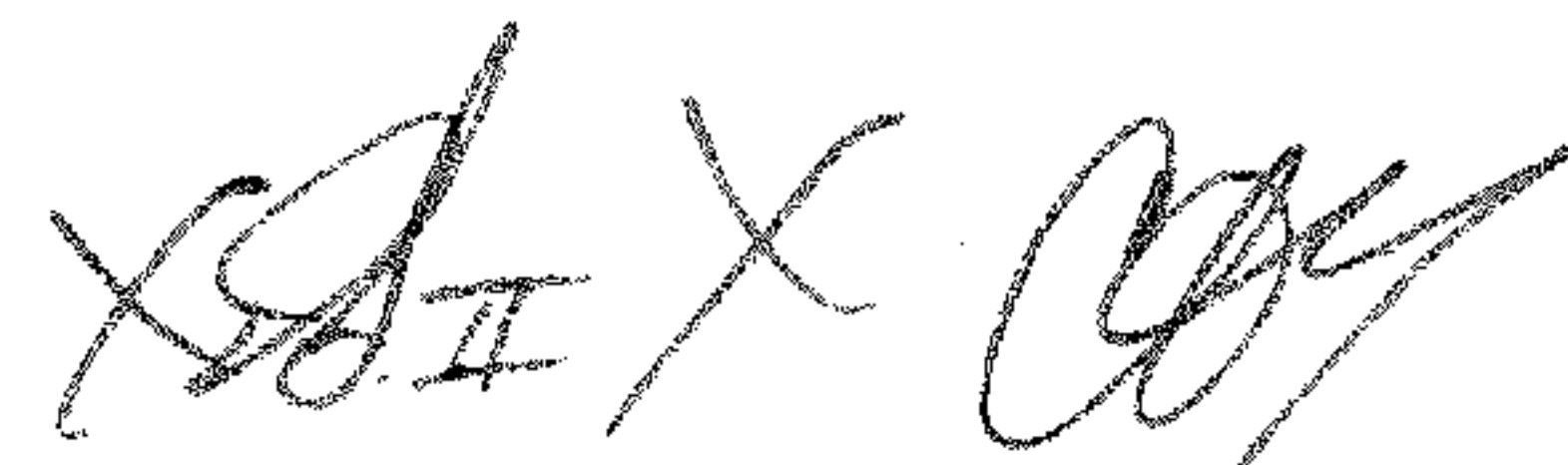
NOW THEREFORE, in consideration of the premises, said Mortgagor, does hereby grant, bargain, sell and convey unto the said Mortgagee, the following described real estate, situated in the County of Shelby, State of Alabama, to-wit:

Lot 627, according to the Amended Map of Highland Lakes, 6th Sector, an Eddleman Community, as recorded in Map Book 23, Page 153, A & B, in the Probate Office of Shelby County, Alabama.

Together with non-exclusive easement to use the private roadways, Common areas all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision recorded in Instrument #1994-07111 and amended in Instrument No. 1996-17543, in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 6th Sector, recorded in Instrument #1998-12385, in the Probate Office of Shelby County, Alabama.

This indebtedness secured by this mortgage may not be transferred or assigned without the prior written consent of the Mortgagee.

This mortgage 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 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 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 insurance policies to said Mortgagee, then 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 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 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 assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid when same becomes due, 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 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

X [Signature] X [Signature]

the highest bidder, and apply the proceeds of the sale as follows: 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 encumbrance, 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 agrees to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage, should the same be so foreclosed, said fee to be part of the debt hereby secured.

SIGNATURES ON SUBSEQUENT PAGES

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

IN WITNESS WHEREOF, the undersigned, Doug Sweet, II and Corinne A. Sweet, a married couple, has hereunto set their signature and seal, on this the 23rd day of February, 2016

MORTGAGOR:

ATTEST:

Doug Sweet II

Doug Sweet, II

Corinne A. Sweet

Corinne A. Sweet

Date Executed: February 23, 2016

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certifies that Doug Sweet, II and Corinne A. Sweet, a married couple,, 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 this conveyance, they executed the same voluntarily and as their act on the day the same bears date.

Given under my hand this 23rd day of February, 2016.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
02/29/2016 08:52:29 AM
\$158.00 DEBBIE
20160229000060920

Emily Denson Turner

Notary Public Chesley P. Payne
My Commission Expires: 7/31/19

James W. Fuhrmeister

