


STATE OF ALABAMA)

SHELBY COUNTY)


20160311000078970 1/2 \$25.10
Shelby Cnty Judge of Probate: AL
03/11/2016 11:12:03 AM FILED/CERT

Prepared by: **Edmonds Discount**
10258 Highway 5
Brent, AL 35034

REAL ESTATE MORTGAGE

Know All Men By These Presents, That whereas, **IDA SIMS BOLLING**, hereinafter referred to as Mortgagor, is indebted to **HUGH EDMONDS DISCOUNT CO.,INC.**, hereinafter referred to as Mortgagee, in the sum of **FIVE THOUSANDTHREE HUNDRED TWENTY AND 50/100 DOLLARS (\$5,320.50)** as evidenced by one (1) promissory note bearing even date herewith and payable according to the terms of said note, with a final payment due March 8,2018.

Now Therefore, in order to secure the prompt payment of said note when due, and any other advanced, indebtedness or liabilities to the owner or holder thereof, said Mortgagor, for and in consideration of the premises and the sum of \$5.00 this day in hand paid by Mortgagee, the receipt whereof is hereby acknowledged, said Mortgagor does grant, bargain, sell and convey unto the said Mortgagee the following described property, being in the County and State aforesaid, to-wit:

Lot numbers 1,2,3,4, and 5, Block C, of Reynolds Addition to South Montevallo, Alabama;more particularly described as follows:

Beginning at a point on the Western boundary of Waller Street 100 feet in a northerly direction from the NW corner of the intersection of White and Waller Streets; thence in a westerly direction perpendicular to Waller Street 150 feet; thence in a northerly direction parallel to Waller Street 150 feet; thence in an easterly direction perpendicular to Waller Street 150 feet; thence in a southerly direction along the Western boundary of Waller Street, 150 feet to point of beginning situated in Shelby County, Alabama.

Also, commence at the Northeast corner of the above described lot number 3, and proceed in a northerly direction for a distance of 145 feet and parallel to Waller Street along the Western margin thereof; thence Northwesterly (previously erroneously referenced as "northeasterly", within hereinafter referenced source of title) for a distance of 125 feet; thence Southwesterly for a distance of 260 feet; thence Easterly for a distance of 85 feet to a point at the southwest corner of the parcel here and above specifically described. Thence northerly for a distance of 150 feet, thence easterly of a distance of 150 feet to the point of beginning.

SUBJECT TO:

Property taxes for 2011, and subsequent years.

Easements, rights, reservations and restrictions of record.

To Have And To Hold, the above property to the said Mortgagee, successors and assigns forever. The said Mortgagor covenants with the Mortgagee, successors and assigns that they are lawfully seized in fee of said property, that they have the title to said property, that the same is free from all encumbrances, and that they will warrant and forever defend the title to same against the claims of all persons whomsoever. That these representations herein made are so made with the intent and for the purpose of securing the money or loan evidenced by said notes.

This Mortgage Is Made, however, subject to the following covenants, conditions, and agreements:

1. If the Mortgagor fails to pay all or any part of the taxes or assessments levied, accrued, or assessed upon or against said property or the indebtedness secured hereby, or any interest of the Mortgagee in either, or fails to pay immediately and discharge any and all liens, debts, and/or charges which might become superior to the lien of this mortgage, the Mortgagee may, at its option, pay said taxes, assessments, debts, liens and/or charges, and any money which the Mortgagee shall have so paid or become obligated to pay shall constitute a debt to the Mortgagee additional to the debt hereby specially secured, shall be secured by this mortgage, shall bear legal interest from date paid or incurred, and, at the option of the Mortgagee shall be immediately due and payable.
2. No failure of the Mortgagee to exercise any option herein given to declare the maturity of the debt hereby secured shall be taken or construed as a waiver of its right to exercise such option or to declare such maturity by reason of any past or present default on the part of the Mortgagor; and the payment of taxes or other liens, debts, or charges by the Mortgagee shall not be taken or construed as a waiver of its right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagor to pay such taxes, debts, liens or charges.


3. As long as any of the indebtedness hereby secured shall remain unpaid the Mortgagor will neither commit nor permit waste on the premises hereby conveyed; and upon the commission of any waste thereon the Mortgagee, may, at its option, declare the entire indebtedness hereby secured to be at once due and payable. Nor will the Mortgagor remove any of the fixtures on the premises hereby conveyed so long as any of the indebtedness hereby secured shall remain unpaid.

4. Mortgagor will not sell, mortgage, or otherwise alienate the property herein described without the written consent of the Mortgagee.

But This Conveyance is a Mortgage, and if said note or notes, and other indebtedness that may be due, be paid, then the same shall become null and void. But if said note or notes, or other indebtedness, or any part thereof are not paid at maturity, then all of said notes and other indebtedness, shall at once become due and payable, and the said Mortgagee, assigns, agents, or attorneys, are hereby authorized and empowered to take possession of any and all of said crops and personal property and sell the same at public or private sale, for cash at any time and place desired and to sell the real estate hereby conveyed, at the front door of the Courthouse of said County and State, at auction, for cash, to the highest bidder, after giving three weeks notice of the time, place and terms of sale by publishing such notices, once a week for three consecutive weeks in a newspaper published in said County. In event of such sale or sales the said Mortgagee, its successors, assigns, agents, or attorneys are authorized and empowered to purchase said real or personal property as though strangers to this conveyance. The auctioneer or person making the sale or sales is hereby empowered and directed to execute a Warranty Deed to said property, in the name of the Mortgagor. Said real and personal property may be sold together at one sale or separately at different sales at option of the Mortgagee. The proceeds of said sale shall be applied: First, to the expenses of advertising and selling, including reasonable attorney's fees; second, to the repayment of any money, with interest thereon, which the Mortgagee may have paid or become liable to pay or which it may then be necessary for taxes, assessments, insurance and/or other charges, liens or debts hereinabove provided; third, to the payment and satisfaction of the indebtedness hereby specially secured with interest, but interest to date of sale only shall be charged; fourth, the balance, if any, shall be paid to the Mortgagor. If this mortgage be foreclosed in Circuit Court, reasonable attorney's fees for foreclosing the same shall be paid out of the proceeds of the sale.

In Witness Whereof, the undersigned **IDA SIMS BOLLING** has hereunto set her signature and seal, this the 9th day of March, 2016.

Ida Sims Bolling
IDA SIMS BOLLING


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BIBB COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State hereby certify that **IDA SIMS BOLLING**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Witness my hand and seal this the 9th day of March, 2016.

Jon M. Crowl
Notary Public
My Commission Expires: 3-9-16