

THIS INSTRUMENT PREPARED BY:

Charles C. Elliott, Esq.
PO Box 530893
Birmingham, AL 35253

RETURN DOCUMENT TO:

Charles C. Elliott, Esq.
PO Box 530893
Birmingham, AL 35253

MORTGAGE

State of Alabama)
Shelby County)


20170131000037810 1/2 \$340.50
Shelby Cnty Judge of Probate AL
01/31/2017 11:24:42 AM FILED/CERT

Know all Men by These Presents, that Whereas Coy O'Neal Chambers and Autumn T. Chambers, a married couple

(hereinafter called "Mortgagors, whether one or more) are justly indebted to Olga B. Martin, aka Olga Gatewood Martin, a widowed woman

in the sum of Two Hundred Fifteen Thousand Dollars (\$215,000.00), as evidenced by that certain Real Estate Promissory Note dated January 31, 2017 and whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure prompt payment thereof.

Now Therefore in consideration of the premises, said Mortgagors, Coy O'Neal Chambers and Autumn T. Chambers, a married couple and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee(s) the following described real estate, situated in Shelby County, State of Alabama, to-wit:

Lots No. 15 and 16 in Block 252, according to J.H. Dunstan's Survey of the Town of Calera, Alabama, as recorded in Map Book 0, Page 1 in the Office of the Judge of Probate of Shelby County, Alabama; and

A lot in the Town of Calera, Alabama, more particularly described as follows: Commencing at a stake 545.6 feet South of the intersection of the South line of Smith Street, known as 20th Avenue, with the East line of Calera Street, also known as 16th Street, according to Dunstan's Survey, for the point of beginning of lot herein described; run thence North along the East line of Calera Street or 16th Street for a distance of 100 feet; thence run in an Easterly direction and parallel with Smith Street or 20th Avenue a distance of 174.25 feet; run thence South parallel with Calera Street or 16th Street a distance of 100 feet to appoint; thence run West and parallel with Smith Street or 20th Avenue a distance of 174.25 feet to point of beginning.

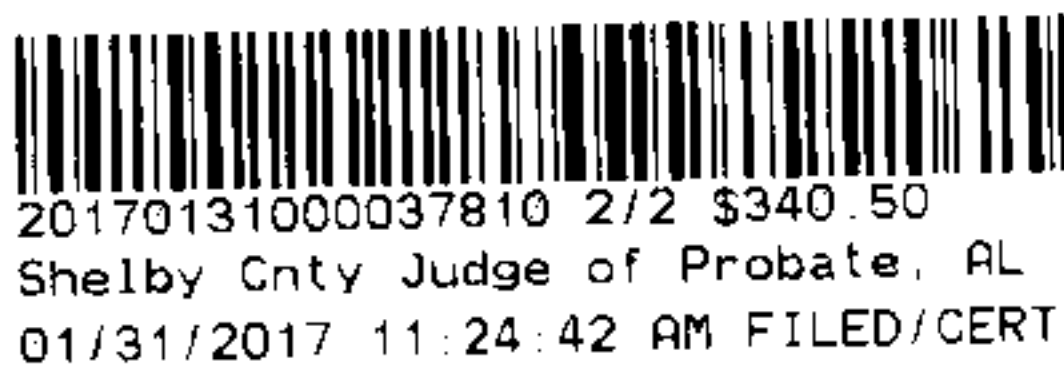
Said property is warranted free from all encumbrances and against any adverse claim except as stated above.

TO HAVE AND TO HOLD the above granted premises 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, first above named undersigned agrees to keep the improvements 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 promptly deliver said policies, or any renewals 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 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 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 reimburse said Mortgagee or assigns for any amounts Mortgagee, may have expended for taxes, assessments and insurance, and the 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 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 here by 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee, agents or assigns may deem best, in front of the Court House door in 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 attorney's fee; Second,

to the payment of any amount that may have been expended, or that it may be necessary then 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 day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor; and the 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 fees to the 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.

IN WITNESS WHEREOF, the undersigned have/has hereunto set their hands and seal on this the 31st day of January, 20 17



L.S. Coy O'Neal Chambers
Coy O'Neal Chambers
L.S. Autumn T. Chambers
Autumn T. Chambers

General Acknowledgment

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, Carlene R. Hadaway, a Notary Public in and for said County in said State, hereby certify that Coy O'Neal Chambers and Autumn T. Chambers, a married couple, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance (s)he/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of January, 20 17.

Carlene R. Hadaway
Notary Public

MY COMMISSION EXPIRES DECEMBER 10, 2017

Corporate Acknowledgment

STATE OF _____)
COUNTY OF _____)

I, the undersigned, _____, a Notary Public in and for said County, in said State, hereby certify that _____ whose name as _____ of _____, a corporation, 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 20 _____.

Notary Public