20201217000578730 1/4 $658.00
Shelby Cnty Judge of Probate, AL
12/17/2020 09:04:34 AM FILED/CERT

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

Real Estate Mortgage

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS, **Leif Milliron,** hereinafter known as DEBTOR, is justly indebted to **Janice B. Bowdon**, hereinafter known as CREDITOR, in the principal sum of Four Hundred Eighteen Thousand Dollars and 00/100 cents ($ 418,000.00) with interest at the rate of 5.25% per annum, as evidenced by a promissory note bearing even date herewith and payable on or before April, 2031.

NOW, in order to secure the prompt payment of said note, when due, the DEBTOR for and in consideration of the premises, the DEBTOR does hereby GRANT, BARGAIN, SELL and CONVEY unto the CREDITOR the following described real estate situated in Shelby County, Alabama, to wit:

Lots 1, 2 and 3, Block 4 of Dunstan's Survey of the Town of Calera, Alabama.

Subject to any and all easements, rights of way, covenants and restrictions of record.

This instrument was prepared with the benefit of a title search conducted by Shelby County Abstract & Title Company, Inc., under commitment number MV-20-26781, and a survey was not performed. The legal description was taken from that certain instrument recorded in Book 122, Page 603, in the Probate Judge's Office of Shelby County, Alabama.

Said property is warranted free from all encumbrances and adverse claims, except as stated herein.

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the CREDITOR forever. And the DEBTOR does hereby covenant with the CREDITOR, and the heirs and assigns of the CREDITOR, that the DEBTOR is lawfully seized in fee simple of said premises; that the said premises are free of and from all encumbrances except as otherwise noted above; and that the DEBTOR will warrant and forever defend the same against the lawful claims and demands of all persons.

BUT THIS CONVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS NEVERTHELESS, that is to say. If the DEBTOR shall well and truly pay, or cause to be paid, the said promissory note, and each and every installment thereof, when due, and all other amounts which may become due hereunder when such become due, then this conveyance shall become null and void. But should the DEBTOR fail to pay said note, or any installment thereof when due, or shall fail to pay any other sums that become due hereunder when due, then all of said indebtedness shall become due and payable at once, at the option of the CREDITOR. However, failure of the CREDITOR to enforce this provision as to one or more delinquent installments or other amounts due hereunder shall not be a waiver of the right to subsequently invoke such provision. Upon any such default by the DEBTOR, the CREDITOR or the successors, heirs, assigns, agents or attorneys of the authorized and empowered to sell the said property hereby conveyed at auction for cash at the Courthouse door of the County in which said property is situated, after first having given notice thereof for three (3) weeks by publication in any newspaper then published in the county in which said property is situated, and to execute a property conveyance to the purchaser and out of the sale proceeds to the CREDITOR shall first pay all expenses incident thereto, together with a reasonable attorney's fee, then retain enough to pay said note and interest thereon and any sums advanced by the CREDITOR for taxes, assessments, insurance, and other encumbrances, if any. The balance, if any, shall be paid over to the DEBTOR. In the event of such sale, the CREDITOR, or the successors, assigns, agents or attorneys of the CREDITORS, are hereby authorized and empowered to purchase the said property the same as if they were strangers to this conveyance and any such sale, and the auctioneer or person making the sale is empowered and directed to make and execute a deed to the purchaser at such sale in the name of the DEBTOR.

It is also agreed that in case the CREDITOR, or the heirs, successors or assigns of the CREDITOR, see fit to foreclose this mortgage in a court having proper jurisdiction, that the DEBTOR will pay a reasonable attorney's fee for the bringing and prosecution of such foreclosure action and for any appeals therefrom, together with all costs and expenses of the litigation incurred by the CREDITOR, all of which shall be and constitute a part of the debt hereby secured.

The DEBTOR specially waives all exemptions which DEBTOR now or hereafter may be entitled to under the Laws and Constitution of the State of Alabama in regard to the collection of the debt secured hereby.

The DEBTOR agrees to keep the property in good repair, normal wear and tear excepted, and further agrees to keep said property insured against fire, hail, flood, and windstorm with good and responsible companies acceptable to the CREDITOR for not less than an amount equal to the principal amount of this mortgage debt, and to have each such policy payable to the CREDITOR, as the CREDITOR'S interest may appear in said property, and further agrees to deliver copies of such paid-up policies to the CREDITOR. Should the DEBTOR fail to insure said property, then the CREDITOR is hereby authorized to do so, and the premiums so paid by he CREDITOR shall be and constitute a part of the debt secured hereby.

The DEBTOR agrees to pay all taxes and assessments, general or special, levied upon such property before such become delinquent. Should the DEBTOR fail to pay any such taxes or assessments before they become delinquent, then the CREDITOR is hereby authorized to do so and all such payments shall thereupon constitute a part of the debt secured hereby. DEBTOR is to provide proof of said tax payments to the CREDITOR each and every year.

Should the DEBTOR fail to procure proper insurance, or fail to pay any taxes or assessments, as hereinabove provided, and should the CREDITOR pay the same, then the DEBTOR shall be deemed to have materially breached the terms of this instrument if the DEBTOR fails to reimburse

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the CREDITOR for the same plus interest at the maximum rate permitted by Alabama law within ten (10) days after the CREDITOR gives the DEBTOR written demand by first class mail of the amount due. DEBTOR is to provide the CREDITOR with proof of all insurance payments as they become due.

It is understood and agreed by CREDITOR, DEBTOR and GUARANTOR(s) that CREDITOR would not have entered into this Mortgage but for the personal guaranty of GUARANTOR(S), both of whom are named and identified hereinabove, and that said guaranty is part of the consideration for this Lease. GUARANTOR(S) expressly acknowledges a personal benefit to him/her individual for his/her/their guaranty, which benefit arises from the benefit that DEBTOR will receive from this Mortgage. GUARANTOR(S) individually guarantees full payment of all monies, minimum and additional, and all other sums coming due hereunder without formal demand or suit against DEBTOR by CREDITOR. In making this guaranty, GUARANTOR(S) expressly waives all exemptions from execution and levy or hereafter available to his/her household or his/her/their self(ves) under the laws and Constitution of the State of Alabama or any other state or the United States of America. Should suit or legal action be necessary to enforce GUARANTOR(S)' liability by CREDITOR, GUARANTOR(S) agrees to pay a reasonable attorney's fee, all expenses and other costs of collection plus interest.

IN WITNESS THEREOF, the DEBTOR has executed this Mortgage with seal affixed on the 16 Day of DEC., 2020, at Calera, Alabama.

____
Leif Milliron
Debtor

STATE OF ALABAMA)
)   Acknowledgment
COUNTY OF SHELBY)

I, the undersigned, a Notary Public, in and for said State, hereby certify that *Leif Milliron*, who is personally known to me and acknowledged before me on this day, that, being informed of the contents of the Mortgage, it was executed voluntarily on the day the same bears date.

GIVEN UNDER BY HAND AND OFFICIAL SEAL OF OFFICE on this the 16 Day of Dec, 2020.

NOTARY PUBLIC
My Commission Expires: 28 February, 2024

STATE OF ALABAMA)
) Acknowledgment
COUNTY OF SHELBY)

I, the undersigned, a Notary Public, in and for said State, hereby certify that *Lief Milliron*, in his individual capacity,, who is personally known to me and acknowledged before me on this day, that, being informed of the contents of the Mortgage, it was executed voluntarily in his capacity as personal Guarantor on the day the same bears date.

GIVEN UNDER BY HAND AND OFFICIAL SEAL OF OFFICE on this the 16 Day of Dec, 2020.

NOTARY PUBLIC
My Commission Expires: 28 February, 2024

This Instrument Prepared By:

Clint C. Thomas, P.C.
Attorney at Law
P.O. Box 1422
Calera, Alabama 35040

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