



20220325000121690 1/5 \$79.00  
Shelby Cnty Judge of Probate, AL  
03/25/2022 09:57:57 AM FILED/CERT

STATE OF ALABAMA     )  
                                      )  
COUNTY OF SHELBY     )

*Real Estate Mortgage*

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS, **Michael J. Scholl**, and **Carol J. Scholl, a married couple**, hereinafter known as DEBTOR, are justly indebted to **John F. Cox, a divorced man**, hereinafter known as CREDITOR, in the principal sum of Thirty Thousand Dollars and 00/100 cents (\$ 30,000.00) without interest at the rate of 0.000% per annum, as evidenced by a promissory note bearing even date herewith and payable on or before 31 Decemeber, 2024 when a final payment of \$500.00 is required to be made.

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:

*A part of the NW 1/4-NW 1/4 and the NE 1/4-NW 1/4, Section 31, Township 21 South, Range 2 West, situated in Shelby County, Alabama, more particularly described as follows: Commence at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 31, Township 21 South, Range 2 West, Shelby County, Alabama and run thence North 89 degrees 53' 47" West along the South line of said 1/4-1/4 a distance of 659.87 feet to the Point of Beginning of the property, Parcel No. 3, being described; Thence continue along last described course a distance of 840.41 feet to a point; Thence run North 1 degree 59' 52" West a distance of 794.10 feet to a point on the South right of way line of Shelby County Highway No. 12 in a curve to the left having a central angle of 8 degrees 13' 32" and a radius of 1,480.0 feet; Thence run Northeasterly along the arc of said right of way line curve an arc distance of 212.48 feet to the P.T. ; Thence run North 67 degrees 06' 41" East a distance of 249.62 feet to the P.C. of a highway curve to the right having a central angle of 8 degrees 25' 44" and a radius of 2,864.87 feet; Thence continue along the arc of said right of way line an arc distance of 421.46 feet to a point; Thence run South 1 degree 59' 52" East a distance of 1096.05 feet to the Point of Beginning.*

**LESS & EXCEPT:**

*Commence at the SE corner of the NE 1/4 of the NW 1/4 of Section 31, Township 21 South, Range 2 West, and run Westerly along the South line of said 1/4-1/4 a distance of 659.87 feet to the Point of Beginning; Thence continue along last described course a distance of 540.00 fee to a point; Thence turn 87 degrees 53' 55" right and run Northerly a distance of 340.0 feet to a point; Thence turn 92 degrees 06' 05" right and run Easterly a distance of 540.00 feet to a point; Thence turn 87 degrees 53' 55" right and run Southerly a distance of 340.00*





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*feet to the Point of Beginning; being situated in Shelby County, Alabama.*

**LESS & EXCEPT:**

*A part of the Northeast 1/4 of the Northwest 1/4 of Section 31, Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:*

*Commence at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 31, Thence run North 89 degrees 53' 47" West along the South line of said 1/4-1/4 section for a distance of 659.83 feet; Thence run North 1 degree 59' 52" West for a distance of 340.00 feet to the Point of Beginning; Thence continue along last described course for a distance of 756.06 feet to the South right of way of Shelby County Highway 12; said point being in a curve to the left, said curve having a radius of 2864.87 feet, a chord bearing of South 72 degrees 01' 47" West a chord distance of 352.89 feet and a central angle of 7 degrees 03' 44"; Thence run along the arc of said curve an arc distance of 353.12 feet; Thence run South 1 degree 57' 35" East for a distance of 329.03 feet; Thence run South 88 degrees 02' 25" West for a distance of 200.27 feet; Thence run South 01 degree 57' 35" East for a distance of 309.87 feet; Thence run South 89 degrees 51' 21" East for a distance of 540.34 feet to the Point of Beginning.*

**LESS & EXCEPT:**

*Commence at the SE corner of the NE 1/4 of the NW 1/4 of Section 31, Township 21 South, Range 2 West and run Westerly along the South line of said 1/4-1/4 a distance of 1,199.87 feet to the Point of Beginning; Thence continue along last described course a distance of 300.41 feet to a point; Thence turn 87 degrees 55' 55" right and run Northerly a distance of 340.00 feet to a point; thence turn 92 degrees 04' 57" right and run Easterly a distance of 330.30 feet to a point; Thence turn 87 degrees 53' 55" right and run Southerly a distance of 340.00 feet to the Point of Beginning; being situated in Shelby County, Alabama.*

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

This instrument was prepared without the benefit of a title search, and a survey was not performed. The legal description was taken from that certain title search report previously performed by Lawrence, Arendall & Humphries under File # 9348R-21.



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.





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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 the 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.

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 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.

IN WITNESS THEREOF, the DEBTOR has executed this Mortgage with seal affixed on the 24 Day of MARCH, 2022, at CALERA, Alabama.

Michael J. Scholl  
Michael J. Scholl  
Debtor

Carol J. Scholl  
Carol J. Scholl  
Debtor

STATE OF Alabama )  
COUNTY OF Shelby )

Acknowledgment

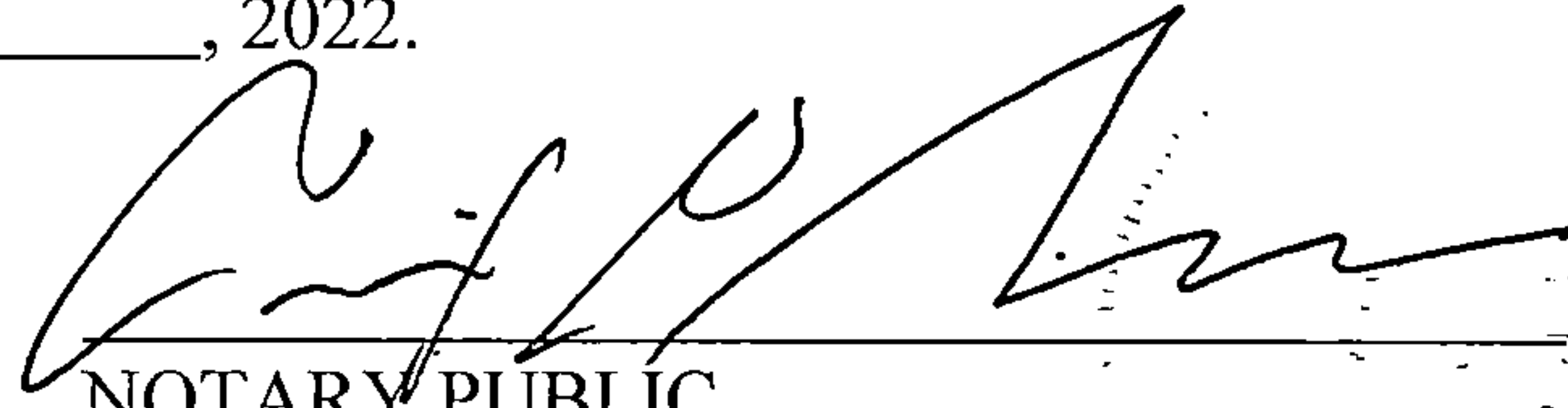
I, the undersigned, a Notary Public, in and for said State, hereby certify that *Michael J. Scholl* and *Carol J. Scholl*, a married couple, who are known to me and acknowledged before me on this day, that, being informed of the contents of the Mortgage, it was executed voluntarily on the day the



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same bears date.

GIVEN UNDER BY HAND AND OFFICIAL SEAL OF OFFICE on this the  
29 Day of MARCH, 2022.

  
NOTARY PUBLIC  
My Commission Expires: 2/28/2024

This Instrument Prepared By:

Clint C. Thomas, P.C.  
Attorney at Law  
P.O. Box 1422  
Calera, Alabama 350