
THIS MORTGAGE WAS PREPARED BY, AND
UPON RECORDING SHOULD BE RETURNED
TO:

Lindsey Cochran, Esq.
Burr & Forman LLP
420 North 20th Street
Suite 3400
Birmingham, Alabama 35203
Telephone: (205) 251-3000

STATE OF ALABAMA)
COUNTY OF SHELBY)

MORTGAGE

THIS MORTGAGE (this "Mortgage"), is made as of April 1, 2024, by and between **TERESA O. STAHL**, an unmarried woman ("Borrower"), having an address of 809 Gables Drive, Hoover, Alabama 35244, in favor of and for the benefit of **STEVEN GEORGE DREXLER and FRANCENE ODDO DREXLER**, husband and wife, individually and collectively as Mortgagee (together with their successors, heirs, and assigns, "Lender"), having address of 1904 Indian Hill Road, Vestavia Hills, Alabama 35216.

RECITALS

A. Lender has agreed to make a loan to Borrower in the principal sum of Eighteen Thousand Nine Hundred and No/100 Dollars (\$18,900.00) (the "Loan"), which Loan is evidenced by that certain Promissory Note of even date herewith payable by Borrower to the order of the Lender (the "Note").

B. As a condition precedent to making the Loan, Lender has required that Borrower execute this Mortgage as security for the Loan and the obligations of Borrower under the Note (the "Obligations").

NOW THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure the prompt payment and performance of the Obligations, Borrower does hereby **GRANT, BARGAIN, SELL, CONVEY, GIVE, ASSIGN, MORTGAGE, WARRANT, TRANSFER, PLEDGE, AND SET OVER** unto Lender, **TOGETHER WITH POWER OF SALE AND RIGHTS OF ENTRY AND POSSESSION**, all of Borrower's right, title, and interest in and to the real property more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property"), and grants to Lender a security interest in and to the Property.

TO HAVE AND TO HOLD the Property and all parts thereof unto Lender forever, subject however to the terms and conditions herein.

PROVIDED, HOWEVER, that if Borrower shall pay to Lender the Obligations in full, at the times and in the manner stipulated in the Note, all without any deduction or credit for taxes or other similar charges paid by Borrower, and shall keep, perform, and observe all and singular the covenants and promises herein and in the Note to be kept, performed, and observed, all without fraud or delay, then this Mortgage, and all the properties, interests, and rights hereby granted, bargained, and sold shall cease, terminate, and be void.

AGREEMENT

1. Borrower represents and warrants to Lender that the Property is free and clear of all encumbrances and against any adverse claims except those shown in the public records.

2. Borrower agrees to pay all taxes or assessments when imposed legally upon the Property, and should default be made in the payment of same, Lender may at Lender's option, pay off the same; and to further secure the Obligations, Borrower agrees to keep, or cause to be kept, the improvements on said real estate insured against loss or damage by fire, lightning, tornado, or other casualty for the fair and reasonable insurable value thereof, in companies satisfactory to Lender, with loss, if any, payable to said Lender, as Lender's interest may appear, and to promptly deliver said policies (or certificates thereof), or any renewal of said policies (or certificates thereof) to Lender; and if Borrower fails to keep the Property insured as above specified, or fails to deliver said insurance policies (or certificates thereof) to Lender, then Lender may, at Lender's option, insure the Property for said sum, for Lender's own benefit, such policy, if collected, to be credited on the Obligations, less cost of collecting same. All amounts so expended by Lender for taxes, assessments or insurance shall become part of the Obligations hereby specially secured and shall be covered by this Mortgage and bear interest from date of payment by Lender and be at once due and payable.

3. Should default be made in the payment of any sum expended by Lender, or should the Obligations hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of Lender in the Property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the Obligations hereby secured, then in any one of said events, the whole of said Obligations hereby secured shall at once become due and payable, and this Mortgage shall be subject to foreclosure as provided by law in case of past due mortgages, and Lender shall be authorized to take possession of the Property, 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 such sale, by publication in some newspaper published in the county in which the Property is located, sell the same in lots or parcels or en masse as Lender deems best, in front of the courthouse door of said county, (or the division thereof) where the Property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale as follows:

a. First, to the expense of advertising, selling and conveying the Property, including a reasonable attorneys fee;

b. 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 encumbrances, with interest thereon;

c. Third, to the payment of the Obligations 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

d. Fourth, the balance, if any, to be turned over to Borrower.

4. Borrower further agrees that Lender may bid at said sale and purchase the Property, if the highest bidder therefor, and Borrower further agrees to pay a reasonable attorneys fee to Lender for the foreclosure of this Mortgage, should the same be so foreclosed, said fee to be a part of the Obligations hereby secured.

5. This Mortgage shall be governed by the laws of the State of Alabama.

6. All notices, demands and other communications (each a “Notice”) under or concerning this Mortgage shall be in writing. Each Notice shall be addressed to the intended recipient at its address set forth in the introductory paragraph of this Mortgage, and shall be deemed given on the earliest to occur of i. the date when the Notice is delivered to the addressee by hand delivery; or ii. one (1) Business Day after the Notice is delivered to FedEx or other recognized overnight courier service, with arrangements made for payment of charges for next Business Day delivery. Any party to this Mortgage may change the address to which Notices intended for it are to be directed by means of a Notice given to the other party in accordance with this Section.

7. The obligations of Borrower hereunder shall be binding upon and enforceable against Borrower and her successors, heirs, and assigns and shall inure to the benefit of Lender.

8. This Mortgage may be executed in any number of counterparts, all of which when taken together shall constitute one and the same Mortgage.

9. Time is strictly of the essence of this Mortgage.

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IN WITNESS WHEREOF, Borrower has caused this Mortgage to be properly executed as of the date first above written.

BORROWER:

Teresa O. Stahl
TERESA O. STAHL

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, *Angela Scheffano*, a Notary Public in and for said County in said State, hereby certify that **TERESA O. STAHL**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she executed the same voluntarily as of the date aforesaid.

Given under my hand and seal, this 1st day of April, 2024.

Angela Scheffano
NOTARY PUBLIC
My Commission Expires: 5-12-2025

[SEAL]

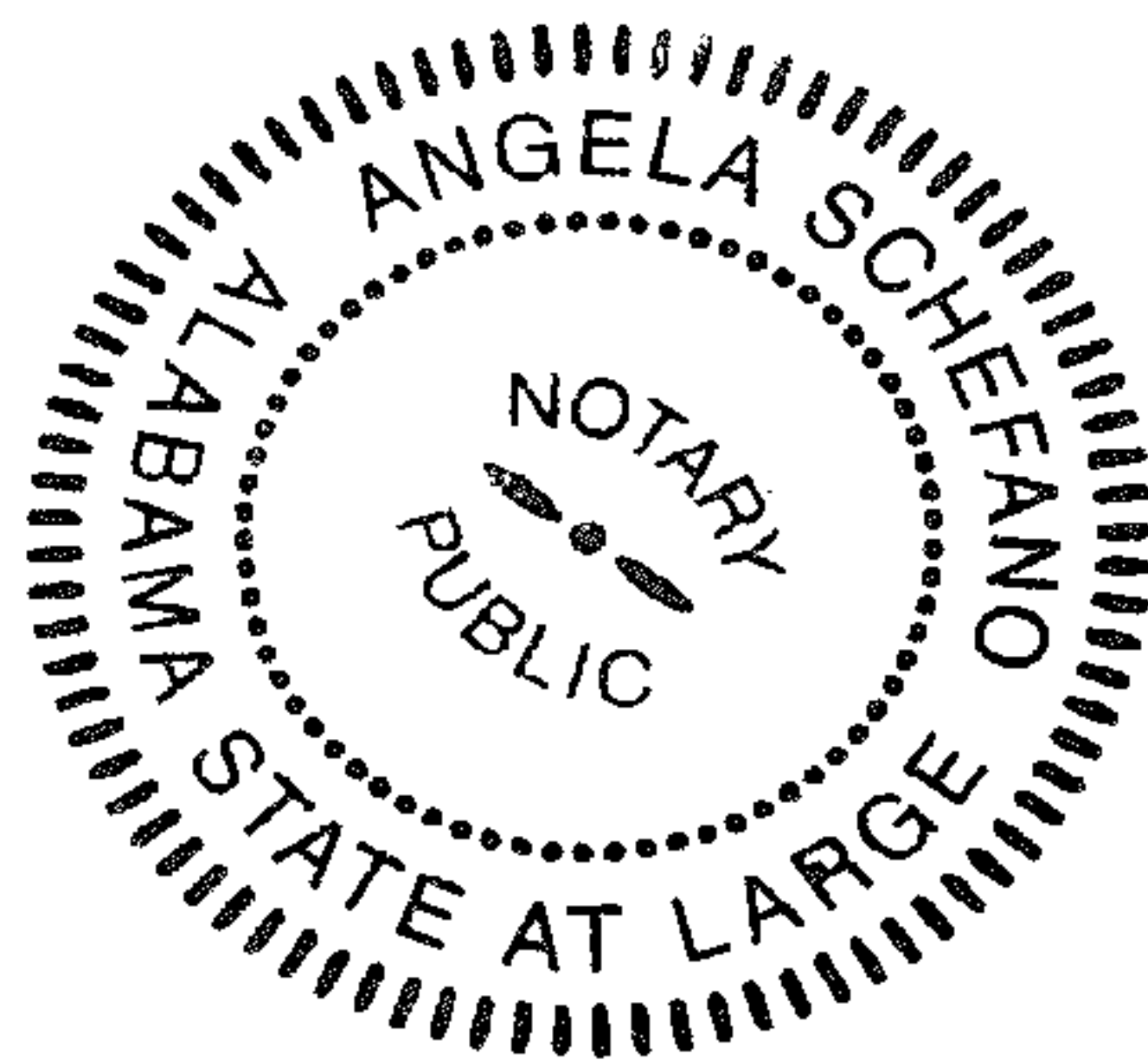


EXHIBIT A**Legal Description**

Unit 809, Building 8, in The Gables, a Condominium, a Condominium located in Shelby County, Alabama, as established by Declaration of Condominium and By-Laws thereto, as recorded in Real Volume 10, Page 177, and amended in Real Volume 27, Page 733; Real Volume 50, Page 327 and Real Volume 50, Page 340 and re-recorded in Real Volume 50, Page 942; and amended in Real Volume 39, Page 19 and further amended by Corporate Volume 30, Page 407 and in Real Volume 96, Page 855 and Real Volume 97, Page 937 and By-Laws as shown in Real Volume 27, Page 733 and amended in real Volume 50, Page 325; further amended in Real 189, Page 222; Real 222, Page 691; Real 238, Page 241, together with an undivided interest in the common elements as set forth in the aforesaid mentioned Declaration, said unit being more particularly described in the floor plans and architectural drawings of The Gables Condominium, as recorded in Map Book 9, Pages 41-44, and amended in Map Book 9, Page 135 and further amended by Map Book 10, Page 49 and further amended by Map Book 12, Page 50, in the Probate Office of Shelby County, Alabama.



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/01/2024 01:41:53 PM
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20240401000088850**

Allen S. Bayl