

Prior Mortgage Affidavit

STATE OF ALABAMA
COUNTY OF Shelby

Before me, the undersigned authority, personally appeared **Mary L. Wrobel** ("Mortgagor") who, after first being duly sworn, deposes and states, with personal knowledge, and under penalty of perjury, the following true statements:

1. I/We are over the age of nineteen (19) years, of sound mind and competent to testify as to the matters stated herein, having personal knowledge of the same.
2. I/We are vested owners of 511 Oakmont Drive, Alabaster, AL 35007, further described as (the "Property"):

See Attached Exhibit A attached hereto and made a part hereof.

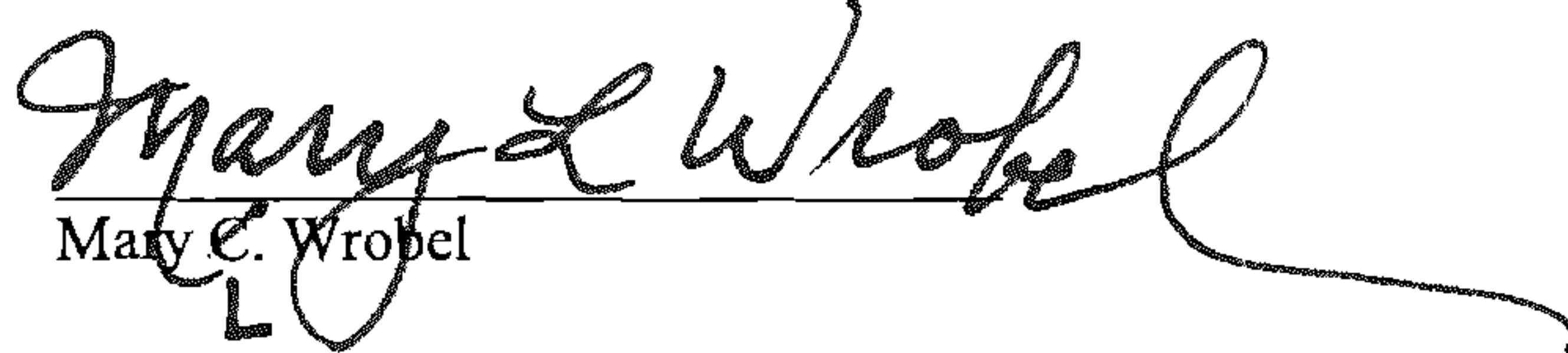
2. An examination of the appropriate public records applicable to the Property has disclosed one mortgage of record described below:

Mortgage from **Mary L. Wrobel** in favor of **1st Bank of Alabaster**, dated **02/08/1978**, and recorded in the Office of the Judge of Probate of **Shelby County, Alabama**, at and/or **Book 374, page 422 and re-recorded 376, page 913**, securing an initial principal amount of **\$\$6,500.00** ("Mortgage").

3. To my/our knowledge, the Mortgage above has not been amended and has now been paid in full and has no further interest in and to the Property securing the Mortgage.
4. In connection with the contemplated transaction involving the Property, **Fidelity National Title Insurance Company** has been requested to issue one or more Title Policies in respect to the Property insuring against loss by reason of the Mortgage.

4. Mortgagors agree(s) to pay, protect, indemnify, hold and save harmless **Fidelity National Title Insurance Company** and its agent **South Oak Title Birmingham, LLC**, all Partners, Employees, and Business Associates of **South Oak Title Birmingham, LLC** from and against any and all liabilities, claims of liability, obligations, losses, costs, charges, expenses, causes of action, suits, demands, judgments, and damages of any kind whatsoever, including, but not limited to, reasonable attorney's fees and costs (including appellate fees and costs) incurred or sustained by **Fidelity National Title Insurance Company**, its agent **South Oak Title Birmingham, LLC**, as well as all Partners, Employees, and Business Associates of **South Oak Title Birmingham, LLC** and actual attorney's fees awarded against **Fidelity National Title Insurance Company**, its agent **South Oak Title Birmingham, LLC**, its Partners, Employees, and Business Associates by reason of, or arising under any Title Policy relating to the Mortgage, or in any other action at law or in equity under any theory of recover (including tort) as a result of the existence of the Mortgage or the issuance of a Title Policy.

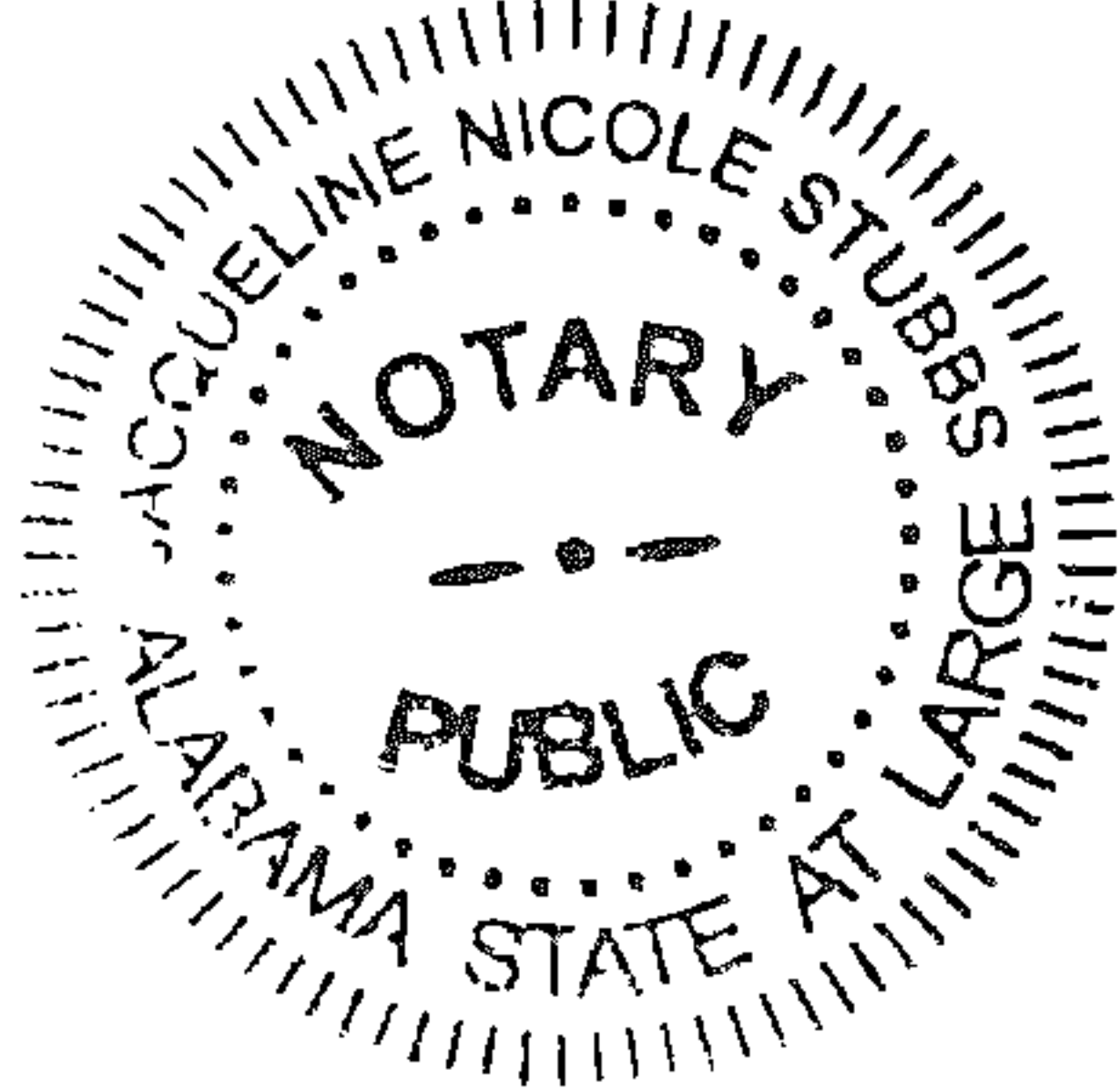
Executed this 3 day of April, 2024.

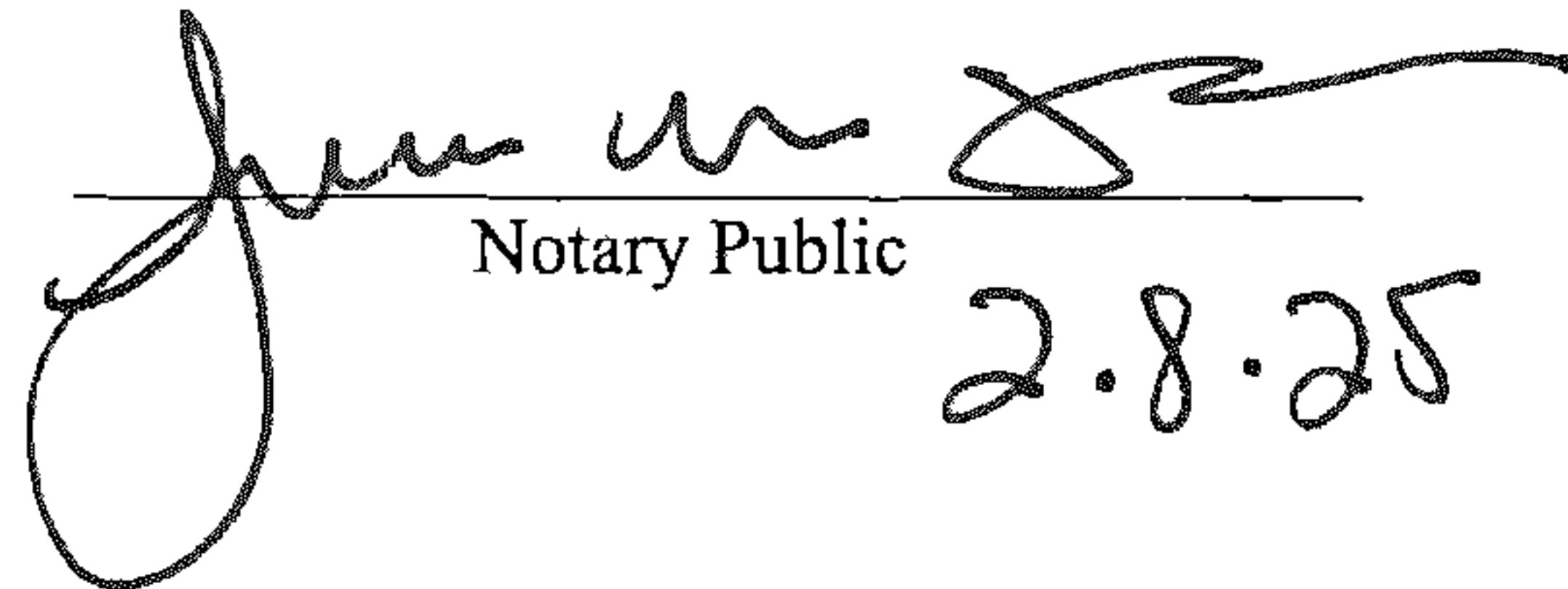

Mary C. Wrobel

State of Alabama
County of ~~Jefferson~~ Madison

Sworn to and subscribed before me on the 3 day of April, 2024, by Mary C. Wrobel.

(Seal)




Notary Public
2.8.25

THIS INSTRUMENT WAS PREPARED BY:
Robert McNearney
2870 Old Rocky Ridge Road, Suite 160
Birmingham, AL 35243

EXHIBIT A

Property 1:

LEGAL DESCRIPTION: AS SURVEYED

PID# 14-9-32-0-000-018.003

A parcel of land lying and being in the Southeast 1/4 of the Southwest 1/4 of Section 32, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commence at a 2" capped pipe being the Southeast corner of the Southeast 1/4 of the Southwest 1/4 of Section 32, Township 20 South, Range 2 West, Shelby County, Alabama; thence along the South line of said 1/4 - 1/4 line N 88° 39' 41"W a distance of 654.84 to a point; thence leaving said 1/4 - 1/4 line N 72° 05' 14"W a distance of 656.70' to a point; thence N 14° 35' 21"E a distance of 400.95' to the POINT OF BEGINNING which falls in Kimberly-Clark Lake; thence N 14° 25' 49"E a distance of 202.67' to a point which also falls in Kimberly-Clark Lake; thence S 72° 18' 18"E (through a 1/2" rebar line iron 81.7' along said course) a distance of 636.86' to a 1" crimp on the West right of way line of Oakmont Drive; thence along said West right of way line S 15° 25' 46"W a distance of 104.72' to a point in a tree; thence continuing along said West right of way line S 5° 12' 03"E a distance of 104.40' to a 1" crimp; thence leaving said West right of way line N 72° 16' 40"W (through a 5/8" capped rebar [BAILEY CA 899LS] line iron which is 106.9' from the POINT OF BEGINNING along said course) a distance of 670.07' to the POINT OF BEGINNING. Said parcel containing 129,769 SQ FT [2.98 acres), more or less, This being the same parcel of land described in Deed Book 310, Page 386, and recorded on Feb. 8, 1978, in the Office of the Judge of Probate in Shelby County, Alabama.

LESS & EXCEPT a parcel of land described in Instrument No. 20230906000269060 and recorded on Sept. 6, 2023, in the Office of the Judge of Probate in Shelby County, Alabama. ALSO LESS & EXCEPT a parcel of land described in Deed Book 313, Page 840, and recorded on July 28, 1978, in the Office of the Judge of Probate in Shelby County, Alabama,

14.50
13.75

This instrument prepared by

7435

(Name) W. Gray Jones - The First Bank of Alabaster(Address) Alabaster, Alabama 35007

Form 1-1-22 Rev. 1-46

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Eugene H. Wrobel and wife Mary L. Wrobel

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

The First Bank of Alabaster, Alabaster, Alabama

(hereinafter called "Mortgagee", whether one or more), in the sum

of - SIX THOUSAND FIVE HUNDRED AND NO/100 - - - - - Dollars
 (\$ 6,500.00), evidenced by One Promissory note of this date for a like amount plus all
 Interest, recording fees, insurance, and other charges, if any, and due in accordance
 with the terms and conditions of said note.

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And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt
 payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors, Eugene H. Wrobel and wife Mary L. Wrobel

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described
 real estate, situated in SHELBY County, State of Alabama, to-wit:

A tract of land located in the Southeast Quarter of Southwest Quarter of Section
 32 - Township 20 South - Range 2 West and the Northeast Quarter of Northwest
 Quarter of Section 5 - Township 21 South - Range 2 West all in Shelby County,
 Alabama, more particular described as follows:

Commence at the Southeast corner of the Southeast Quarter of Southwest Quarter
 of Section 32 - Township 20 South - Range 2 West, thence Westerly along the South
 line of said Quarter-Quarter Section 665.4 feet to the point of beginning of tract
 of land herein described, thence 15°53' right 649.55 feet, thence 86°37'37" right
 602.54 feet, thence 93°22'23" right 637.10 feet to a point that is 30 feet from
 and perpendicular to the centerline of a road, thence 87°32' right 104.72 feet, thence
 20°37' left, 410.68 feet, thence 34°57'30" right 122.65 feet to a point that is
 30 feet from and perpendicular to the centerline of said road, thence 78°08'30" right
 92.21 feet to the point of beginning, containing 9.75 acres more or less.

This mortgage paid in full and satisfied this
 the 23 day of Feb 1924
 BY THE FIRST BANK OF ALABASTER
 388 P/A FIELD VOL 257, P 261
 ALL IN FACT

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

To Have And To Hold the above granted property 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 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 to promptly deliver said policies, or any renewal 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 the 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 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 reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and 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 incumbrance thereon, so as to endanger the debt hereby secured; then in any one of said events, the whole of said indebtedness hereby 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, agents or assigns, 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, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of 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 amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, 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 undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to 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 Eugene H. Wrobel and wife Mary L. Wrobel

have hereunto set their signatures and seal, this 28th day of January 1978, 19

Eugene H. Wrobel (SEAL)
Mary L. Wrobel (SEAL)
(SEAL)

THE STATE of ALABAMA }
SHELBY COUNTY }

Undersigned, a Notary Public in and for said County, in said State, hereby certify that Eugene H. Wrobel and wife Mary L. Wrobel

whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance They executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 28th day of January 1978, 19

THE STATE of ALABAMA }
SHELBY COUNTY }

I, 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 such 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, 19

Notary Public

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County-
Clerk
Shelby County, AL
04/05/2024 01:11:15 PM
\$35.00 BRITTANI
20240405000096740



Return to:

TO

MORTGAGE DEED

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1978 FEB -8 AM 9:45
JUDGE OF PROBATE

Rec. 3.00
1.00
\$13.75

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

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