


STATE OF ALABAMA)
COUNTY OF BALDWIN)

20533

VENDOR'S LIEN DEED

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 11/26/2014 12:34 PM
DEED TAX \$ 50.00
MORTGAGE TAX \$ 225.00
TOTAL \$ 296.00
5 Pages

1487727



KNOW ALL MEN BY THESE PRESENTS, that **Brian Douglas Hohstadt, a single person and William G. Runyon, a single person** (the “Grantors”), in consideration of Two Hundred Thousand and No/100 Dollars (\$200,000.00), of which \$50,000.00 is hereby acknowledged to have been paid to said Grantors by **Richard Casey and Connie Casey** (the “Grantees”), and the balance of which is payable as hereinafter set out, does hereby, subject to the matters and things hereinafter set forth, grant, bargain, sell and convey unto the Grantees, for and during their joint lives and, upon the death of either of them, then to the survivor, in fee simple, and to the heirs and assigns of such survivor forever, together with every contingent remainder and right of reversion, all that real property situate, lying and being in the County of Baldwin , State of Alabama, described as follows, to-wit:

Unit 157, Bella Terra Gulf Shores RV Resort Condominium, Phase 3, located in Baldwin County, Alabama, according to that certain Declaration of Condominium of Bella Terra Gulf Shores RV Resort Condominium, together with exhibits thereto, including the By-laws of Bella Terra Gulf Shores RV Resort Condominium Association, Inc., all dated August 17, 2007, and recorded August 17, 2007, as Instrument Number 1069422, in the Office of The Judge of Probate of Baldwin County, Alabama, and as amended in that certain First Amendment to Declaration of Condominium of Bella Terra Gulf Shores RV Resort Condominium dated October 27, 2008, and recorded October 28, 2008 , as Instrument Number 1146869, being amended in Instrument number 1267167 and in Instrument Number 1391828, in the Office of The Judge of Probate of Baldwin County, Alabama, TOGETHER WITH an undivided interest in the common areas and facilities as declared in said Declaration of Condominium and Amendment thereto, to be appurtenance to the above described unit.

LESS AND EXCEPT such oil, gas and other mineral interest and all rights and privileges in connection therewith as may have been reserved or conveyed by prior owners, if any.

Commonly known as: 837 Carozza Lane, Foley, Alabama 36535.

This conveyance is made subject to reservations, restrictions, easements, utility, drainage and sewer easements, and minimum setback lines, if any, applicable to the aforesaid property appearing of record in the Office of the Judge of Probate of Baldwin County, Alabama. This conveyance is also subject to any prior reservation, severance or conveyance of minerals or mineral rights; and specifically the following:

1. Declaration of Condominium of Bella Terra Gulf Shores RV Resort Condominium, together with exhibits thereto, including the By-Laws of Bella Terra Gulf Shores RV Resort Condominium Association, Inc., all dated August 17, 2007, and recorded August 17, 2007, as instrument Number 1069422, in the Office of the Judge of Probate of Baldwin County, Alabama, and as amended in that certain First Amendment to Declaration of Condominium of Bella Terra Gulf Shores RV Resort Condominium dated October 27, 2008, and recorded October 28, 2008, as Instrument Number 1146869, in the Office of the Judge of Probate of Baldwin County, Alabama and amended in Instrument Number 1267167 and amended in Instrument Number 1391828.
2. Shared Facilities Easement from Bella Terra, LLC, an Alabama limited liability company to Bella Terra Gulf Shores RV Resort Condominium Association, Inc., dated August 17, 2007, and recorded in Instrument 1069421, and as amended in that certain First Amendment to Shared Facilities Easement, dated October 27, 2008, and recorded October 28, 2008, as Instrument 1146870, in the Office of the Judge of Probate of Baldwin County, Alabama and amended in Instrument Number 1267166 and amended in Instrument Number 1391827.
3. Electric Line- Right of Way Easement from Bella Terra, LLC, an Alabama limited liability company to Baldwin County Electric Membership Corporation dated June 4, 2008 and recorded July3, 2008 in Instrument Number 1125052.
4. Articles of Incorporation of Bella Terra Gulf Shores RV Resort Condominium Association, Inc., dated August 17, 2007 and recorded August 17, 2007, as Instrument Number 1069420, in the Office of the Judge of Probate of Baldwin County, Alabama.
5. Transfer of Water Distribution System between Bella Terra, LLC and The Utilities Board of the City of Foley dated October 1, 2008 and recorded November 25, 2008 as Instrument Number 1151031, in the Office of the Judge of Probate of Baldwin County, Alabama.

6. Sewer Easement from Bella Terra, LLC to Baldwin County Sewer Service dated November 17, 2008 and recorded November 20, 2008 as Instrument Number 1150522 and re-recorded as Instrument Number 1154148.
7. Transfer of Water Distribution System between Bella Terra, LLC and The Utilities Board of the City of Foley dated October 1, 2008 and recorded November 25, 2008, as Instrument Number 11151031, in the Office of the Judge of Probate of Baldwin County, Alabama.

Together with all and singular the rights, members, tenements, privileges, hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD the same unto the said Grantees, their heirs and assigns forever.

And, except as to the taxes hereafter falling due, which are assumed by the Grantees herein, and except as herein otherwise provided, said Grantors does, for itself, its successors and/or assigns, hereby covenant with the Grantee herein, his heirs and assigns, that it is seized of an indefeasible estate in fee simple in and to said property; that said property is free and clear of all encumbrances, that it is in quiet and peaceable possession of said property; and that it will forever WARRANT AND DEFEND the title thereto, and the peaceable possession thereof unto the said Grantee, his heirs and assigns, against the lawful claims of all persons whomsoever.

The unpaid balance of the purchase price, to-wit: the sum of One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00), to secure the payment of which a vendor's lien is hereby specifically retained by the Grantors, is evidenced by promissory note of even date herewith made by the Grantee and payable to the order of the Grantors as follows:

By 60 monthly installments of Nine Hundred Eighty-Nine and 93/100 Dollars (\$989.93), including interest at 5.00 % per annum, the first monthly installment being due and payable on the 18th day of December, 2014, and one of such subsequent monthly installments of principal and interest being due and payable on or before the same day of the month in each ensuing month thereafter for a period of 59 months with the last monthly installment (BALLOON PAYMENT \$126,172.46) due in Five (5) years paying all principal and interest that remain due under this note.

By accepting this conveyance, the Grantee hereby agrees and binds himself so long as any part of said purchase price, or the interest thereon, remains unpaid, to pay said note and the interest thereon promptly upon maturity, and as follows:

1. To pay any and all indebtedness secured hereby, together with the interest thereon, promptly as same becomes due and payable.
2. To keep the buildings or other improvements now or which may hereafter be erected upon said property in good repair and insured against fire, lightning, windstorm, water, flood damage, where applicable, and other hazards covered by the form of insurance contract generally known as "extended coverage", and also the form of coverage known as "all physical loss" by policies issued by good and solvent insurance companies approved by the Grantors which policies shall be deposited with the Grantors and shall provide that loss, if any, shall be payable to the Grantors as the Grantor's interest may appear, such policies to be in such amounts, not exceeding the insurable value of the said buildings or other improvements, as may be required by the Grantors.
3. To pay promptly all taxes, assessments, liens or other charges which may be or become effective against said property, together with penalties, costs and other expenses incurred or which may accrue in connection therewith; and if the vendor's lien contained herein is subordinate to any prior mortgage or lien, to make all payments and do all things required by such prior lien so as to keep the same from becoming in default. Evidence verifying payment of annual ad valorem taxes shall be furnished to Grantor by January 31st of each year.
4. To neither commit, permit, consent to, nor otherwise allow the commission of waste to or upon any of said property including any buildings or other improvements now, or which may hereafter be erected upon the same, but at all times to keep the same in a clean and neat condition and in a good and sound state of repair.
5. That if the Grantors shall, upon the happening of any default hereunder, employ an attorney to collect any sums hereby secured, by litigation or otherwise, or to foreclose this lien under the power of sale contained herein, or by bill in equity, or in connection with any suit for an accounting arising under this instrument, to pay all reasonable costs, expenses and attorney's fees so incurred; and any such costs, expenses or attorney's fees shall be an additional lien on said property, secured by this instrument, and may also be included in any judgment or decree rendered in connection with any such litigation.

6. That if the Grantee fails to perform any of the duties herein specified, the Grantors may perform the same, and any sum expended by the Grantors in their behalf, including any principal, interest or other payment on account of any prior lien or mortgage, shall be an additional lien on said property secured by this instrument.

7. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Grantors with an equal offset in the outstanding note balance.

8. And Grantee hereby vests Grantors with full power and authority, upon the happening of a default in the payment at maturity of said note, or any of the installments thereof, or the interest thereon, or upon default in the performance of any of the obligations imposed herein on said Grantee at a Grantor's option, to declare the entire indebtedness hereby secured to be immediately due and payable, and at their option to take possession of said property and at their option to sell the same at the front door of the Courthouse of said County, at auction for cash after first giving notice of the time, place and terms of sale by advertisement published once a week for three consecutive weeks in a newspaper published in said County, and to make proper conveyance to the purchaser at such sale in the name of the Grantee, and the proceeds of said sale to apply: first, to the payment of the costs of said sale, including reasonable attorney's and auctioneer's fees, second, to the payment of any and all debts, obligations and liabilities hereby secured, whether due or not, with the unpaid interest thereon to the date of sale, and any amount that may be due the Grantors by virtue of any of the special liens or agreements herein declared; and, third, the balance, if any, to be paid over to the said Grantee.

9. At any sale under the powers herein contained, the said Grantors may bid upon and purchase said property, or any part thereof, like a stranger hereto, in which event the auctioneer making the sale shall make the deed in the name of the Grantee.

10. So long as the debt secured by this Vendor's Lien remains unpaid, Grantee shall not sell the within described property without the prior written consent of the Grantors and any sale without such consent shall constitute a default hereunder.

11. The provisions hereof shall run in favor of and bind, not only the parties hereto, but also their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to be effective the 18th day of March, 2014.

Grantors:


Brian Douglas Hohstadt


William G. Runyon

Grantees:

Richard Casey

Connie Casey

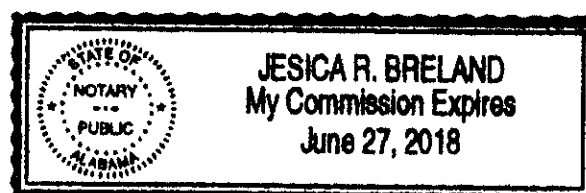
STATE OF Alabama
COUNTY OF Baldwin

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Brian Douglas Hohstadt and William G. Runyon, 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 said conveyance, they, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 18 day of November, 2014.

NOTARY PUBLIC

My Commission Expires: 6-27-18



6. That if the Grantee fails to perform any of the duties herein specified, the Grantors may perform the same, and any sum expended by the Grantors in their behalf, including any principal, interest or other payment on account of any prior lien or mortgage, shall be an additional lien on said property secured by this instrument.

7. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Grantors with an equal offset in the outstanding note balance.

8. And Grantee hereby vests Grantors with full power and authority, upon the happening of a default in the payment at maturity of said note, or any of the installments thereof, or the interest thereon, or upon default in the performance of any of the obligations imposed herein on said Grantee at a Grantor's option, to declare the entire indebtedness hereby secured to be immediately due and payable, and at their option to take possession of said property and at their option to sell the same at the front door of the Courthouse of said County, at auction for cash after first giving notice of the time, place and terms of sale by advertisement published once a week for three consecutive weeks in a newspaper published in said County, and to make proper conveyance to the purchaser at such sale in the name of the Grantee, and the proceeds of said sale to apply: first, to the payment of the costs of said sale, including reasonable attorney's and auctioneer's fees, second, to the payment of any and all debts, obligations and liabilities hereby secured, whether due or not, with the unpaid interest thereon to the date of sale, and any amount that may be due the Grantors by virtue of any of the special liens or agreements herein declared; and, third, the balance, if any, to be paid over to the said Grantee.

9. At any sale under the powers herein contained, the said Grantors may bid upon and purchase said property, or any part thereof, like a stranger hereto, in which event the auctioneer making the sale shall make the deed in the name of the Grantee.

10. So long as the debt secured by this Vendor's Lien remains unpaid, Grantee shall not sell the within described property without the prior written consent of the Grantors and any sale without such consent shall constitute a default hereunder.

11. The provisions hereof shall run in favor of and bind, not only the parties hereto, but also their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to be effective the 17th day of March, 2014.

Grantors: _____
Brian Douglas Hohstadt

William G. Runyon

Grantees: *Richard Casey*
Richard Casey
Connie Casey
Connie Casey

STATE OF _____
COUNTY OF _____

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Brian Douglas Hohstadt and William G. Runyon, 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 said conveyance, they, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the ____ day of November, 2014.

NOTARY PUBLIC
My Commission Expires:

STATE OF ALABAMA
COUNTY OF BALDWIN

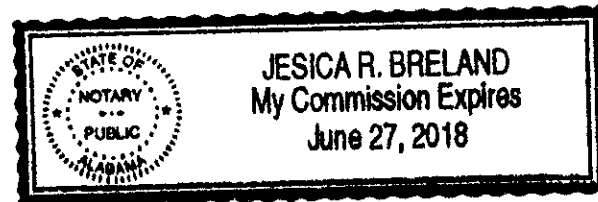
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Richard Casey and Connie Casey**, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, they, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 18 day of November, 2014.

NOTARY PUBLIC
My Commission Expires:

Jessica R. Breland
6-27-18

This instrument Prepared by:
Crane Legal, PC
2607 Dauphin St. Ste. C
Mobile, AL 36606
File # 20533



Grantor's address is as follows:
69894 Squire Loop
Cove, OR 97824

Grantees' address is as follows:
1709 S Dallas Lane
Marion, IL 62959