

This instrument was prepared by:  
JOSEPH EPPERSON  
2870 WISTERIA DRIVE  
HOOVER, AL 35216

**MORTGAGE DEED**

STATE OF ALABAMA  
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

**ANGELICA CHRISTINE SOSA AND HUSBAND, JOEL GONZALEZ SOSA**

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

**JOSEPH EPPERSON**

(hereinafter called "Mortgagee", whether one or more), in the sum of ONE HUNDRED FIFTY AND NO/100 THOUSAND DOLLARS (\$150,000.00), evidenced by **A REAL ESTATE MORTGAGE NOTE**

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,

**ANGELICA CHRISTINE SOSA AND HUSBAND, JOEL GONZALEZ SOSA**

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:

Commence at the SW corner of the SW 1/4 of the NE 1/4 of Section 23, Township 19 South, Range 1 East; thence run North along the West line of said 1/4-1/4 section 329.65 feet to the point of beginning of the parcel of land herein described; thence turn 88 degrees 45 minutes 43 seconds right and run easterly 561.62 feet; thence turn 88 degrees 58 minutes 37 seconds right and run southerly 424.56 feet to a point on the North right of way line of Old U.S. Highway No. 280; thence turn right 63 degrees 22 minutes 23 seconds and run southwesterly along said right of way line 566.25 feet; thence turn 112 degrees 01 minutes 51 seconds right and run northwesterly 690.59 feet to the point of beginning; being situated in the SW 1/4 of the NE 1/4 and the NW 1/4 of the SE 1/4 of Section 23, Township 19 South, Range 1 East, Shelby County, Alabama.

This conveyance is subject to easements and restrictions of record.

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 insurance 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 fails to keep said property insured as above specified, or fails to deliver said insurance policies to said Mortgagee, then 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 the 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 Mortgagees 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 encumbrance 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 encumbrances, 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 therefore; and undersigned further agrees 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 **ANGELICA CHRISTINE SOSA AND HUSBAND, JOE GONZALEX SOSA** have hereunto set their signature and seal this 15TH day of March, 2018.

*Angelica Christine Sosa*  
ANGELICA CHRISTINE SOSA  
*Joel Gonzalez Sosa*  
JOEL GONZALEZ SOSA

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **ANGELICA CHRISTINE SOSA AND HUSBAND, JOEL GONZALEZ SOSA**, 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 15th day of MARCH, 2018.

My Comm Exp 02-15-21

*Sharon E. Brighel*  
Notary Public



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Shelby Cnty Judge of Probate, AL  
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