

This instrument was prepared by:  
Jeff W. Parmer  
Law Offices of Jeff W. Parmer, LLC  
2204 Lakeshore Drive, Suite 125  
Birmingham, AL 35209

This is a purchase money mortgage,  
the proceeds of which have been  
applied to the purchase price of  
the property herein described.

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**MORTGAGE**

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STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JEFFERSON)

**That Whereas**, Baltic Avenue Partners, LLC, an Alabama limited liability company, (hereinafter called "Mortgagor"), is justly indebted, to Rebecca Harrison and Linda Harrison, jointly with right of survivorship and their heirs, successors, and/or assigns (hereinafter called "Mortgagees") in the sum of Ninety Three Thousand and No/100 Dollars (\$93,000.00), evidenced by one promissory note of even date herewith more particularly describing the terms and conditions therein.

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

See attached Exhibit A.

Property address: 155 Gable Lane, Montevallo, AL 35115.

Subject to existing easements, restrictions, set back lines, rights of way, limitations, if any, of record.

This mortgage is not assumable. Said underlying promissory note is due and payable in full upon the sale or transfer of the property described herein. "Sale or Transfer" includes but is not limited to attempted wrap-around mortgages, contracts for sale, or any other agreement providing for an immediate equitable transfer with a later full legal transfer, also including any lease-sales or leases which provide for an option to purchase.

Said property is warranted free from all encumbrances 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 Mortgagees may at Mortgagees' 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

Mortgagees for taxes, assessments or insurance, shall become a debt to said Mortgagees 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 Mortgagors pay said indebtedness, and reimburse said Mortgagees 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, should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagees 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 by hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once becomes 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 Mortgagors 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 agree to pay a reasonable attorney's

fee to said Mortgagees 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 have hereunto set their signatures and seals, this 20<sup>th</sup> day of September, 2019

Baltic Avenue Partners, LLC

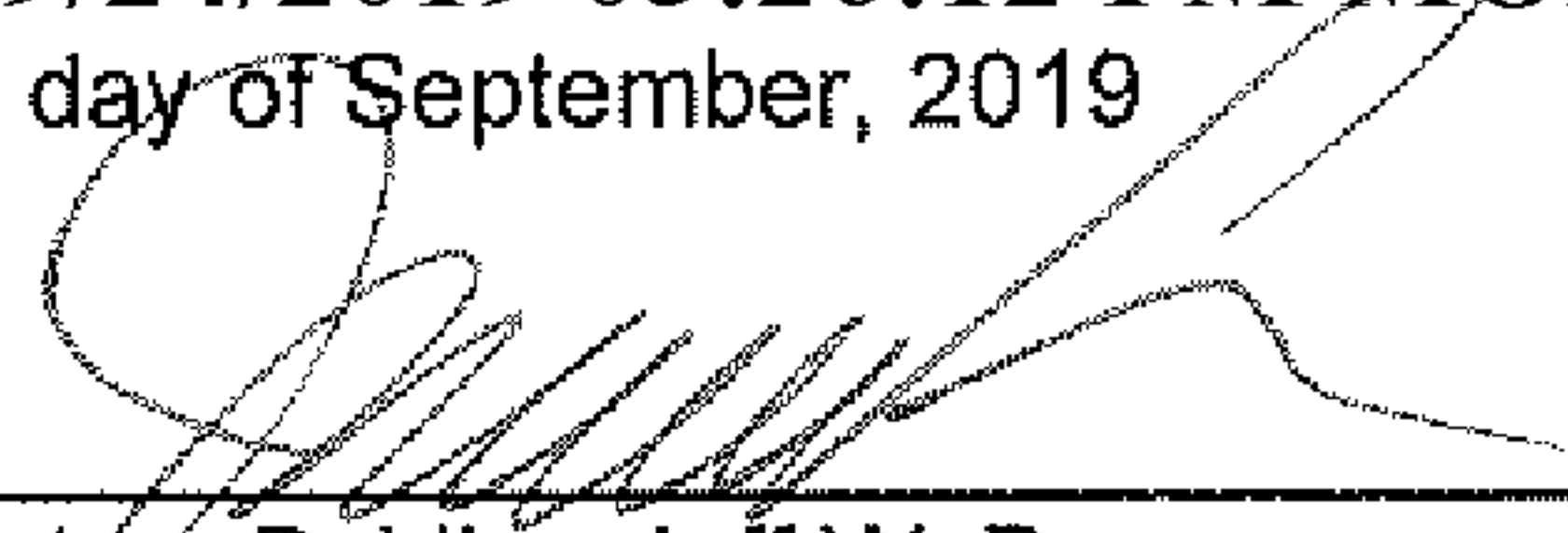
By:   
Davin Gibson, Its Member/Manager

STATE OF ALABAMA)  
COUNTY OF JEFFERSON)

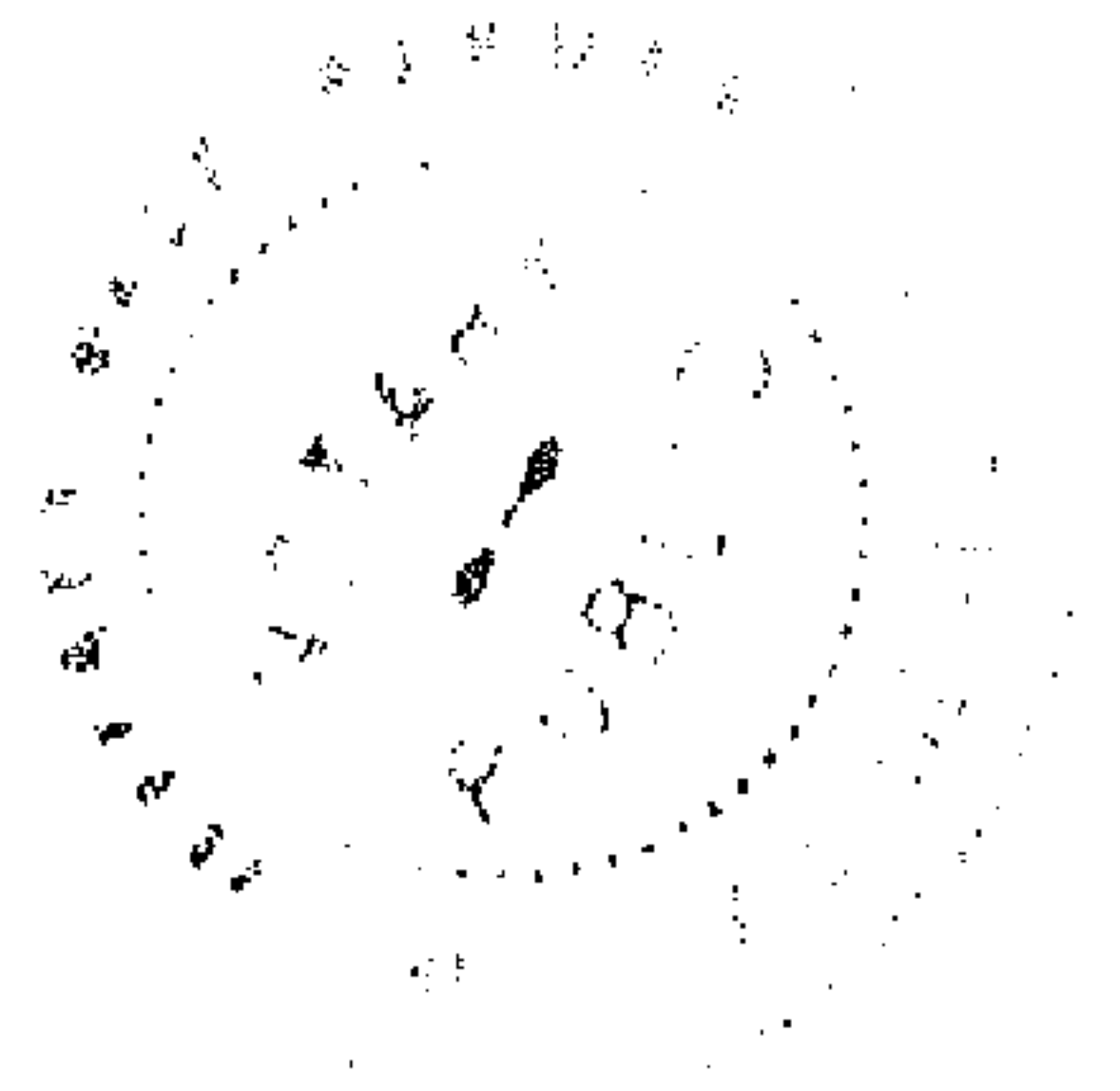
I, the undersigned, a Notary Public, in and for said County and State, hereby certify that Davin Gibson, whose name as Member/Manager of Baltic Avenue Partners, LLC, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, they, in his capacity as such Officer and with full authority, executed the same voluntarily for and as the act of said Company on the day same bears date.

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Given under my hand and official seal, this the 20<sup>th</sup> day of September, 2019



Notary Public - Jeff W. Parmer  
My Commission Expires: 9/13/2020



## Exhibit A

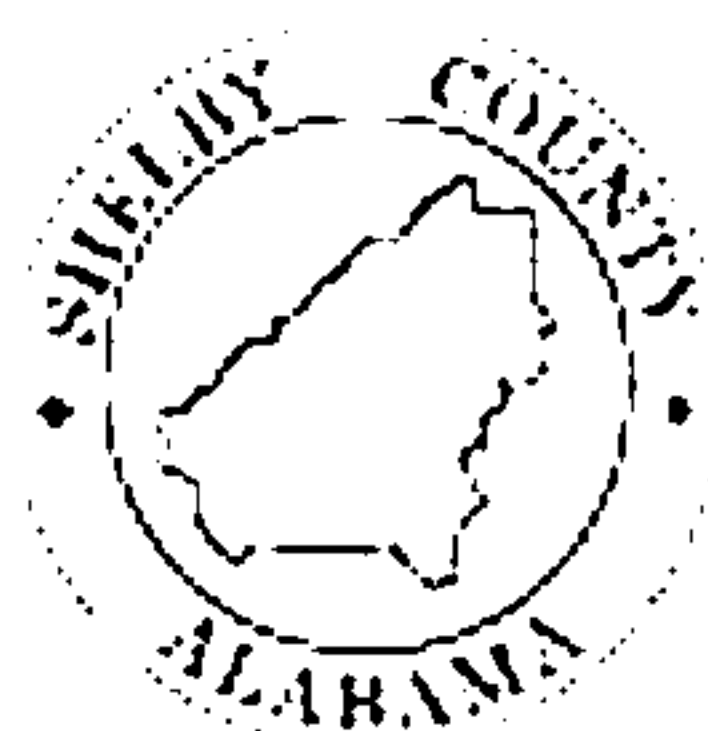
### Legal Description

A parcel of land in the NW 1/4 of the NE 1/4 of Section 2, Township 22 South, Range 4 West, Shelby County, Alabama, described as follows:

Commence at the Southwest corner of said 1/4 1/4 Section; thence run North 01 degrees 22 minutes 17 seconds East 255.00 feet along the West 1/4 1/4 line; thence run South 89 degrees 18 minutes 43 seconds East 535.00 feet to the point of beginning; thence continue last course 400.00 feet; thence run North 01 degrees 24 minutes 17 seconds East 486.00 feet; thence run North 89 degrees 18 minutes 43 seconds West 245.00 feet; thence run South 01 degree 24 minutes 17 seconds West 100.00 feet; thence run North 89 degrees 18 minutes 43 seconds West 285.00 feet; thence run South 00 degrees 41 minutes 00 seconds West 286.00 feet; thence run South 89 degrees 18 minutes 43 seconds East 130.00 feet; thence run South 03 degrees 27 minutes 58 seconds West 100.00 feet to the point of beginning.

ALSO a right of way for ingress, egress and utilities, in the West half of the NE 1/4 of Section 2, Township 22 South, Range 4 West Shelby County, Alabama; 60 feet wide, 30 feet on each side of the following described centerline; thence at the Southwest corner of the NW 1/4 of the NE 1/4 of Section 2, thence run North 01 degrees 22 minutes 17 seconds East along the West 1/4 1/4 line 305.96 feet; thence run South 88 degrees 37 minutes 43 seconds East 934.96 feet to a point on the East line of the Tom Smitherman property and the centerline of Cable Lane (a chert road), said point being on a clockwise curve having a delta angle of 23 degrees 08 minutes 33 seconds and a radius of 283.00 feet; thence turn right 67 degrees 27 minutes 20 seconds to tangent and run along the arc of said curve 118.35 feet to the point of tangent; thence run South 01 degrees 58 minutes 00 seconds West 311.28 feet tangent to said curve along said centerline; thence run South 05 degrees 53 minutes 55 seconds West 130.95 feet along said centerline to the point of a clockwise curve having a delta angle of 30 degrees 47 minutes 22 seconds and a radius of 320.00 feet; thence run along the arc of said curve 222.23 feet; thence run South 53 degrees 07 minutes 44 seconds West 122.48 feet to the center of Shelby County Highway #10 and the end of said centerline.

Situated in Shelby County, Alabama.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
09/24/2019 03:26:12 PM  
\$170.50 CHARITY  
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*Allen S. Bayl*