

This instrument was prepared by

(Name) Mike T. Atchison, Attorney at Law
(Address) P O Box 822, Columbiana, AL 35051

Form 1-1-88 Rev. 1-88
CORRECTIVE

STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Jose Martinez , a married man
Juan Carlos Gallo-Martinez , a married man
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to
Donald N. Epperson

(hereinafter called "Mortgagee", whether one or more), in the sum
of Twenty Four Thousand and no/100-----
(\$ 24,000.00), evidenced by a real estate mortgage note

Inst # 1999-47308

11/19/1999-47308

08:26 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 NYS 47.00

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,

Jose Martinez
Juan Carlos Gallo-Martinez

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 parcel of land located in the Northeast Quarter of Section 5, Township 22 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:
Commence at the Southwest corner of the Northeast Quarter of Section 5, Township 22 South, Range 2 West, at a found 3 1/2-inch capped pipe; thence run North 88 degrees 40 minutes 00 seconds East (Real Book 399, page 451) a distance of 748.04 feet to a found 3/4-inch rebar at the point of beginning; thence North 05 degrees 16 minutes 38 seconds West, 380.40 feet to a set iron pin; thence South 87 degrees 22 minutes 05 seconds East 116.96 feet to a fence post; thence North 86 degrees 19 minutes 10 seconds East 182.72 feet to a set iron pin; thence south 05 degrees 27 minutes 48 seconds East 93.33 feet to a set iron pin; thence North 88 degrees 32 minutes 03 seconds East 32.00 feet to a set iron pin; thence South 05 degrees 27 minutes 42 seconds East 287.33 feet to a set iron pin; thence South 87 degrees 31 minutes 40 seconds West 332.03 feet to the point of beginning.
According to survey of Barton F. Carr, RLS #16685, dated October 22, 1999.

Together with a non-exclusive 16-foot easement for ingress and egress over the existing gravel road lying North of the above described property. Said gravel road is situated upon the remaining property of Donald Epperson and Dorothy Epperson, as described in Deed Book 194, Page 184, in the Probate Office of Shelby county, Alabama, and runs in a Northerly direction to Highway No. 22.

THIS PROPERTY CONSTITUTES NO PART OF THE HOMESTEAD OF THE MORTGAGORS OR OF THEIR RESPECTIVE SPOUSES.

This mortgage is being rerecorded to add marital status of Mortgagors.

Inst # 2000-00826

01/07/2000-00826

11:48 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 NYS 12.00

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 Mortgagee 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

Jose Martinez and Juan Carlos Gallo-Martinez

have hereunto set their signature & and seal, this _____ day of November, 19 99.

Jose Martinez (SEAL)
Juan Carlos Gallo-Martinez (SEAL)

THE STATE of ALABAMA
SHELBY COUNTY }

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jose Martinez and Juan Carlos Gallo-Martinez

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 18th day of November, 19 99
My Commission Expires: 10/16/2000 Notary Public.

THE STATE of _____
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

MORTGAGE DEED

Inst # 1999-47302

11/19/1999-47302
08:26 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NWS 47.00

THIS FORM FROM
MICHAEL T. ATCHISON
ATTORNEY AT LAW
P. O. BOX 822
COLUMBIA, ALABAMA 36051

Return to:
SHELBY COUNTY JUDGE OF PROBATE
01/07/2000-00826
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01
202 NWS 12.00