

Purchase Money MORTGAGE

STATE OF ALABAMA }
SHELBY COUNTY }



20120830000327620 1/2 \$58.50
Shelby Cnty Judge of Probate, AL
08/30/2012 12:22:16 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Richard J. Lutz, a married man

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

Your Choice Properties, LLC

(herein called "Mortgagee", whether one or more), in the sum of
Twenty-nine Thousand and no/100's Dollars (\$29,000.00), evidenced by
One promissory note dated this date for the principal sum of Twenty-nine Thousand and no/100's Dollars (\$29,000.00), with
interest being at the rate off Six Point twenty-five percent (6.25%) per annum from 5th day of June, 2012.

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,

Richard J. Lutz, a married man

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:

Begin at a point 1337.9 feet North and 714.7 feet West of the center stake of Northwest quarter, Section 5,
Township 22 South, Range 3 West, Shelby County, Alabama; run South 89 degrees 50 minutes East 184.2
feet; thence run North 24 degrees 14 minutes West 135.2 feet; thence North 89 degrees 50 minutes West
128.4 feet; thence South 0 degrees 10 minutes West 123.0 feet to Point of Beginning, being part of the
North half of the Northwest quarter of Section 5, Township 22 South, Range 3 West Shelby County, Ala-
bama.

Being situated in Shelby County, Alabama

SUBJECT, HOWEVER, TO ALL COVENANTS, RESTRICTIONS, RESERVATIONS, EASEMENTS, CONDITIONS, LIENS
AND OTHER RIGHTS OF WHATEVER NATURE APPEARING OF RECORD; AND FURTHER SUBJECT TO ANY
STATEMENT OF FACTS AN ACCURATE SURVEY WOULD SHOW.


This property is not the homestead of the mortgagor.

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 premised, 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, lightening and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortga-
gee, 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'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.

Mortgage – 3567 Hwy 22

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 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 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 has hereunto set my signature and seal this 5th day of June, 2012.

 (Seal)
Richard J. Lutz

STATE OF ALABAMA }
SHELBY COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Richard J. Lutz, a married man, whose name 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 the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 5th day of June, 2012.

, Notary Public
My commission expires 9-8-2013



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