

PREPARED BY:
Latham, Huntley &
Associates, LLC
PO Drawer 1319
Clanton, AL 35046

STATE OF ALABAMA

CHILTON COUNTY



20121120000446600 1/4 \$73.50
Shelby Cnty Judge of Probate, AL
11/20/2012 02:49:45 PM FILED/CERT

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that where **Teresa Ortiz Cruz** a single person (hereinafter called "Mortgagor", whether one or more) is justly indebted to **Hazen Dismukes Jr. and wife Jane Lee Holcombe Dismukes** (hereinafter called "Mortgagee, whether one or more), in the sum of **Thirty Five Thousand Dollars and 00/100 (\$35,000.00)**, evidenced by real estate mortgage note of even date.

AND WHEREAS, Mortgagor(s) agree, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

Now therefore, in consideration of the premises, said Mortgagor(s), **Teresa Ortiz Cruz** 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, Alabama, to-wit:

See Exhibit "A"

To have and to hold the above granted property unto the 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 the 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 credit 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, 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 such 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 21 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 in 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.

Furthermore, Mortgagor agrees that this mortgage, and rights hereunder, may not be assumed or assigned without the written consent of the Mortgagee.

IN WITNESS WHEREOF, the undersigned **Teresa Ortiz Cruz** has hereunto set their signatures and seals, this 30 day of August, 2012.

Teresa Ortiz
Teresa Ortiz Cruz

STATE OF ALABAMA
CHILTON COUNTY

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that **Teresa Ortiz Cruz**, 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 30 day of August, 2012.

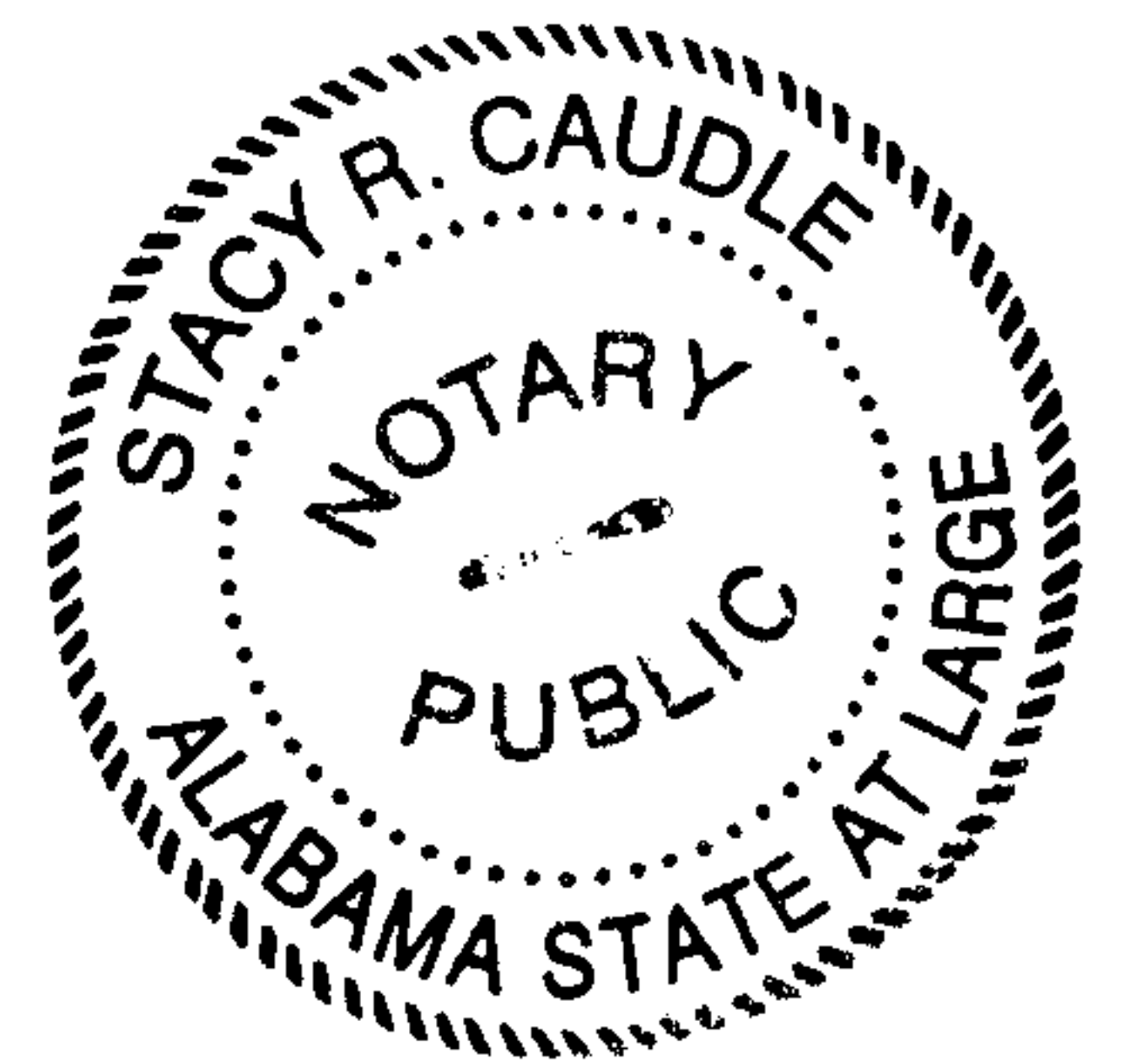
Stacy R. Caudle
NOTARY PUBLIC

My commission is: 22716

Mail Mortgage and Payments to:

Hazen Dismukes Jr. and Jane Lee Holcombe Dismukes

3800 Nwy 20
Calera AL 35040



The preparer of this document has not examined title to the property described herein and makes no certification as to title

**Legal Description
provided by
Grantor/Grantee**



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Exhibit 'A'

A part of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, §26, Twp 21S, R3W, described as follows: from the NE corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of §26, Twp 21S, R3W, run W along the N boundary of said forty for 612.92 feet to the point of beginning: Thence continue W along the N boundary of said forty for ± 220.2 feet to the E right of way of the Siluria-Montevallo Road (Alabama Highway 119); thence turn 109°47' left and run SE along the E right of way of the said Siluria-Montevallo Road for 164.11 feet; thence turn 70°13' left and run E for 164.56 feet; thence turn 90° left and run N ± 154.45 feet to the point of beginning.

Also a part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of §26, Twp 21S, R3W, more particularly described as follows: Begin at the SW corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of §26, Twp 21S, R3W and run W along the S line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said §26 to the E right of way line of the Siluria-Montevallo Road (Alabama Highway 119); thence run along said Siluria-Montevallo Road right of way N 20°30'W 303.8 feet; thence run N 3°W 42.5 feet; thence run N 89°E 1014.6 feet to the W line of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said §26; thence run S 2°20'E 327.4 feet to the point of beginning.

Less and except that ± 6.6 acres located at 6642 Highway 119, Montevallo, AL 35115 sold to Holsombeck Electric Co, Inc by Hazen Dismukes Sr on 16 January 2004.

Source of title: A warranty deed executed 28 July 2008 and recorded on 29 July 2008 at instrument number 2008:0729000303980 in the Shelby County Alabama Probate Office.

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