

This instrument was prepared by:

Michael T. Atchison, Attorney At Law, Inc.

PO Box 822, Columbiana, AL 35051

MORTGAGE DEED

STATE OF ALABAMA

COUNTY of

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Alberto Avelar-Floresand, a married man

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

Rosemary Collins

(hereinafter called "Mortgagee", whether one or more),

in the sum of Forty Five Thousand Dollars and 00/100 (\$45,000.00) evidenced by a real estate mortgage note of even date.

And whereas, Mortgagors agreed, in incurring said indebtedness, which this mortgage should be given to secure the prompt payment thereof.


NOW THEREFORE, in consideration of the premises, said Mortgagors,

Alberto Avelar-Floresand,

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

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.


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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 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 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, Alberto Avelar-Floresand,

Have hereunto set her signature and seal, this 18th day of July, 2013

Alberto Avelar-Flores
Alberto Avelar-Flores

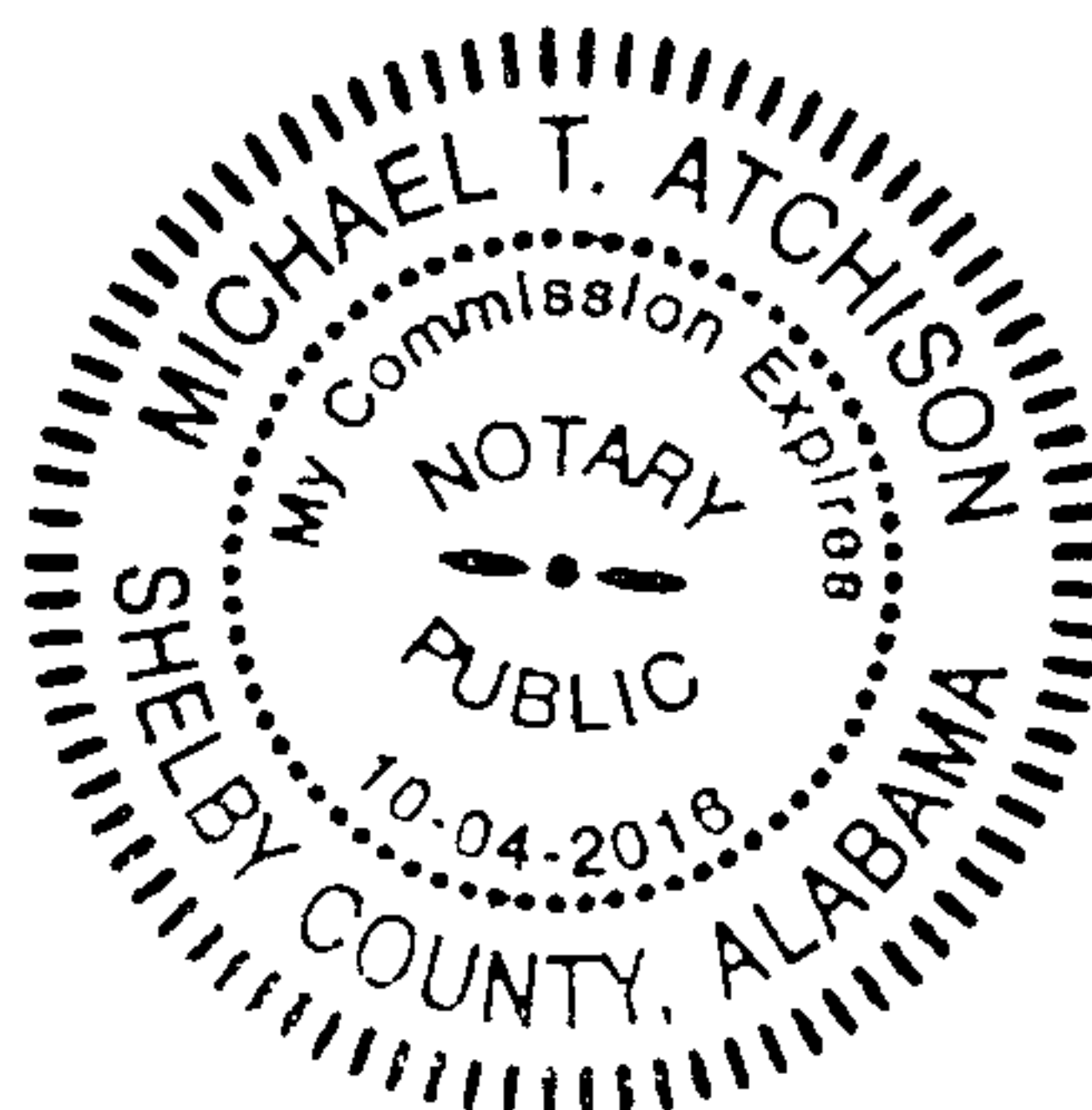
STATE OF ALABAMA
COUNTY of

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Alberto Avelar-Floresand, whose name(s) is/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 he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18th day of July, 2013

Michael T. Atchison
Notary Public

My commission expires:



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EXHIBIT A
LEGAL DESCRIPTION

COM A INTER W LN NE 1/4 OF SE 1/4 & N ROW STATE HWY 119 N240 TO POB CONT
N379.8 NW227.04 NE45 (S) NW 40 (D) E435 (D) 410 (S) SW123.81 TO BISHIP CREEK
SWLY ALONG CRK 630 TO POB S22 T19S R2W DIM 630X379.8 IRR AC 2.13C RB86
PG831 8/13/86.

BEING BETTER DESCRIBED AS FOLLOWS:

A TRACT OF LAND SITUATED IN THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 19
SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 19 SOUTH, RANGE 2
WEST, SHELBY COUNTY, ALABAMA: THENCE RUN NORTH 89°29'54" WEST ALONG THE
SOUTH LINE OF SAID SECTION FOR 1330.29 FEET TO THE SOUTHWEST CORNER OF THE
SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE RUN NORTH
00°55'44" WEST ALONG THE WEST LINE OF SAID 1/4 - 1/4 LINE FOR 1188.36 FEET TO
A POINT LYING ON THE NORTH RIGHT-OF-WAY LINE OF ALABAMA HIGHWAY #119;
THENCE RUN NORTH 00°55'44" WEST ALONG THE WEST LINE OF SAID 1/4 - 1/4 LINE
FOR 257.71 FEET TO A POINT LYING IN THE CENTERLINE OF CAHABA VALLEY CREEK
AND THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE RUN
NORTH 00°55'44" WEST ALONG THE WEST LINE OF SAID 1/4 - 1/4 LINE FOR 45.69
FEET TO A POINT LYING ON THE NORTH BANK OF SAID CREEK; THENCE RUN NORTH
00°55'44" WEST ALONG THE WEST LINE OF SAID 1/4 - 1/4 LINE FOR 334.11 FEET;
THENCE RUN NORTH 42°54'44" WEST FOR 227.04 FEET TO A POINT ON THE
SOUTHEASTERLY RIGHT-OF-WAY LINE OF LEE STREET DRIVE; THENCE RUN NORTH
52°30'42" EAST ALONG SAID ROAD RIGHT-OF-WAY FOR 45.00 FEET; THENCE RUN
NORTH 38°37'28" WEST ALONG SAID ROAD RIGHT-OF-WAY FOR 25.06 FEET; THENCE
RUN SOUTH 89°40'16" EAST FOR 415.28 FEET; THENCE RUN SOUTH 44°35'28" WEST FOR
123.00 FEET TO A POINT ON THE NORTH BANK OF CAHABA VALLEY CREEK; SAID POINT
LYING 21' NORTHEAST MORE OR LESS FROM THE CENTERLINE OF SAID CREEK; THENCE
RUN ALONG A MEANDER LINE ALONG THE WEST BANK OF SAID CREEK FOR THE
FOLLOWING DESCRIBED COURSES: THENCE RUN NORTH 84°47'20" WEST FOR 70.11 FEET,
SAID POINT LYING 20' NORTHWEST MORE OR LESS FROM THE CENTERLINE OF SAID
CREEK; THENCE RUN SOUTH 40°04'16" WEST FOR 71.34 FEET, SAID POINT LYING 21'
NORTHWEST MORE OR LESS FROM THE CENTERLINE OF SAID CREEK; THENCE RUN SOUTH
01°21'08" WEST FOR 103.36 FEET, SAID POINT LYING 23' SOUTHWEST MORE OR LESS
FROM THE CENTERLINE OF SAID CREEK; THENCE RUN SOUTH 10°46'46" EAST FOR 160.58
FEET, SAID POINT LYING 24' NORTHWEST MORE OR LESS FROM THE CENTERLINE OF SAID
CREEK; THENCE RUN SOUTH 34°15'28" WEST FOR 179.11 FEET, SAID POINT LYING 21'
NORTHWEST MORE OR LESS FROM THE CENTERLINE OF SAID CREEK, AND TO A POINT ON
THE WEST LINE OF SAID 1/4 - 1/4 LINE; THENCE RUN SOUTH 00°55'44" EAST FOR
45.69 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PART OF SAID LAND LYING IN THE PUBLIC ROAD RIGHT-OF-WAY.



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