

This instrument was prepared by
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MORTGAGE

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

ERIKA IVONNE VILLA, an unmarried woman

(herein called "Mortgagor", whether one or more) is/are justly indebted to

DAWN B. LUCAS

(herein called "Mortgagee", whether one or more), in the sum of **SEVENTEEN THOUSAND and 00/100 DOLLARS (\$17,000.00)**, evidenced by Real Estate Mortgage Note executed on even date herewith.

And Whereas, Mortgagor 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 Mortgagor,

ERIKA IVONNE VILLA

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:

REFER TO LEGAL DESCRIPTION HERETO ATTACHED AS EXHIBIT "A", SAME OF WHICH IS INCORPORATED HEREWITH, AS THOUGH FULLY SETOUT HEREIN.

- **THIS IS A PURCHASE MONEY FIRST MORTGAGE.**

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 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 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


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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.

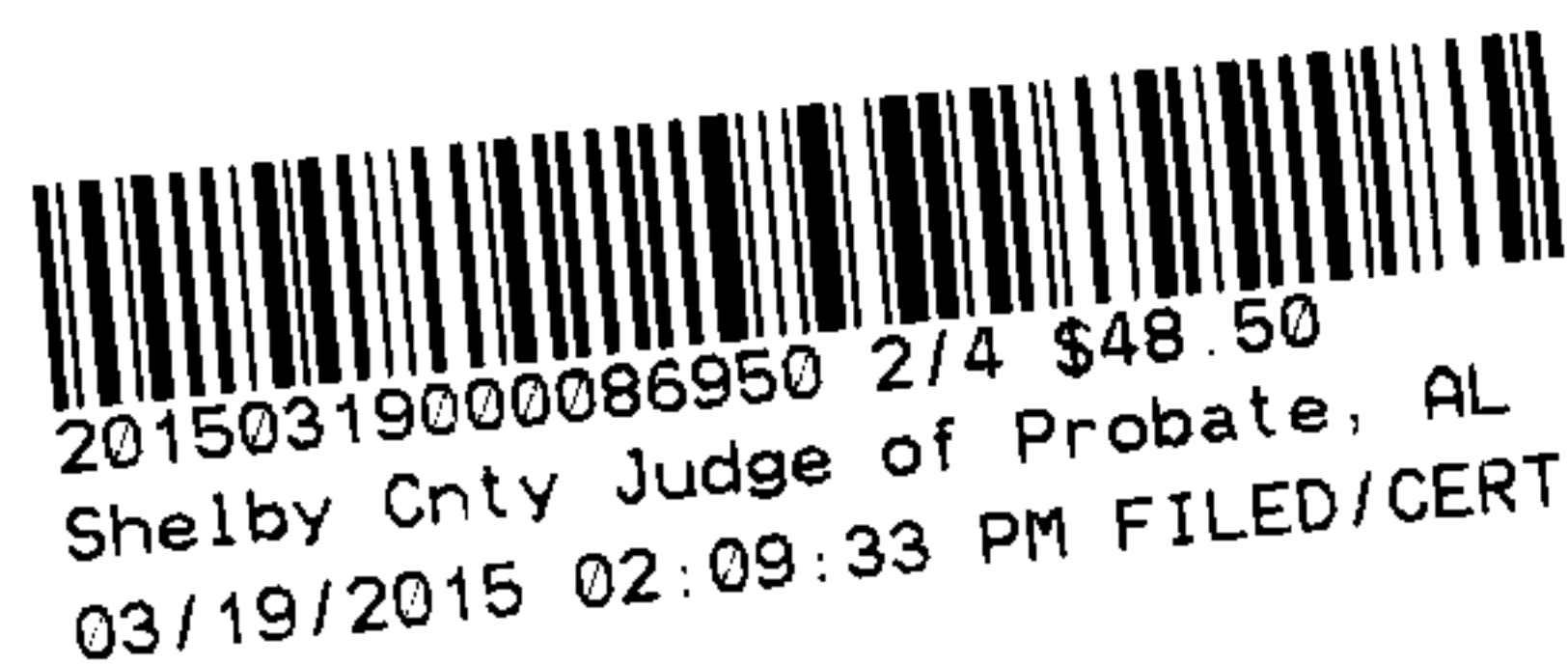
Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sums 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 subject to foreclosure as now provided by the 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 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 **ERIKA IVONNE VILLA**, has hereto set her signature and seal, this 17th day of March, 2015.


ERIKA IVONNE VILLA

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **ERIKA IVONNE VILLA**, whose name is signed to the foregoing Mortgage, and who is known to me acknowledged before me on this day, that being informed of the contents of the Mortgage, she executed the same voluntarily on the say the same bears date.



Given under my hand and official seal this 17th day of March, 2015.


Notary Public
My commission expires: 07/31/17


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EXHIBIT "A"
LEGAL DESCRIPTION

Begin at the NE corner of Section 12, Township 24 North, Range 12 East and run southerly along the East side of the said section for 1364.51 feet to the point of beginning; thence turn an angle of 117 degrees 02 minutes 21 seconds to the right and run northwesterly for 430.81 feet to an iron on a fence line; thence turn an angle of 118 degrees 17 minutes 23 seconds to the left and run southerly along the said fence for 233.29 feet to an iron on said fence; thence turn an angle of 1 degree 10 minutes 57 seconds to the right and run southerly for 202.60 feet to an iron 40 feet North of a paved road; thence turn an angle of 86 degrees 35 minutes 22 seconds to the left and run easterly for 113.07 feet to an iron 40 feet North of a paved road; thence turn an angle of 11 degrees 22 minutes 01 second to the right and run easterly for 225.97 feet to an iron 40 feet North of a paved road; (said point also being on the West right of way of Shelby County Road No 19); thence turn an angle of 51 degrees 19 minutes 25 seconds to the left and run northeasterly for 109.50 feet to a point on the West R.O.W. of Shelby County Road No. 19; thence turn an angle of 16 degrees 08 minutes 08 seconds to the right and run northeasterly for 68.01 feet to a point of the West R.O.W. of said road; thence turn an angle of 26 degrees 03 minutes 17 seconds to the left and run northerly for 53.60 feet to a point on the West R.O.W. of said road; thence turn an angle of 37 degrees 01 minute 29 seconds to the left and run northerly along the West R.O.W. of Shelby County No. 19 for 88.47 feet;; thence turn an angle of 59 degrees 24 minutes 13 seconds to the left and run northwesterly for 125.66 feet back to the point of beginning. Situated in Fractional Section 12, Township 24 North, Range 12 East and Section 7, Township 24 North, Range 13 East. St. Stephens Meridian, Shelby County, Alabama. (as previously recorded in Book 310, Page 166, dated January 27, 1978 in the Probate Records of Shelby County, Alabama.) Begin at the Southwest corner of that certain parcel conveyed to grantees herein by deed from Lester B. Clark and wife, Odie L. Clark, dated January 27, 1978 and recorded in Deed Book 310, Page 166, in the Probate Records of Shelby County, Alabama; thence run South 40 feet, more or less, to the center of an unnamed paved road; thence turn to the left and run in a southeasterly direction along the center line of said paved road to a point where the same intersects the western right of way boundary of Shelby County Highway No. 19; thence turn to the left and run northeasterly along the right of way of Shelby County Highway No. 19 a distance of 40 feet, more or less, to a point which is the Southeast corner of the property previously conveyed to grantees by the aforesaid deed; thence turn to the left and run in a northwesterly and westerly direction along the southern boundary of the property previously conveyed to grantees herein a distance of 340.04 feet, more or less, to a point of beginning. It is the intention to convey to grantees herein a strip of land approximately 40 feet wide which lies South of the property previously conveyed to grantees and North of the center line of an unnamed paved road as described herein. Said property is situated in Section 12, Township 24 North Range 12 East, Shelby County, Alabama. (Rec. Book 033, Page 939)

SIGNED FOR IDENTIFICATION PURPOSES ONLY.

DATE: 03-17-15

Erika Ivonne Villa
ERIKA IVONNE VILLA, Mortgagor


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