


This instrument was prepared by:
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PO Box 822, Columbiana, AL 35051


20150421000128520 1/4 \$90.50
Shelby Cnty Judge of Probate, AL
04/21/2015 09:52:03 AM FILED/CERT

MORTGAGE

**STATE OF ALABAMA
COUNTY SHELBY**

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Richard Cruz, a single man

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

Thomas Albert Chatham, II

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

in the sum of FORTY FIVE THOUSAND DOLLARS AND 00/100 (\$45,000.00)
evidenced by a mortgage note.

This is mortgage on real estate.

And whereas, Mortgagees 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,

Richard Cruz

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


SEE ATTACHED EXHIBIT "A" LEGAL DESCRIPTION

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 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 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 of Shelby and State of Alabama, 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.


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IN WITNESS WHEREOF the undersigned, **Richard Cruz**, have hereunto set their signatures and seals, this 17th day of April, 2015.




Richard Cruz

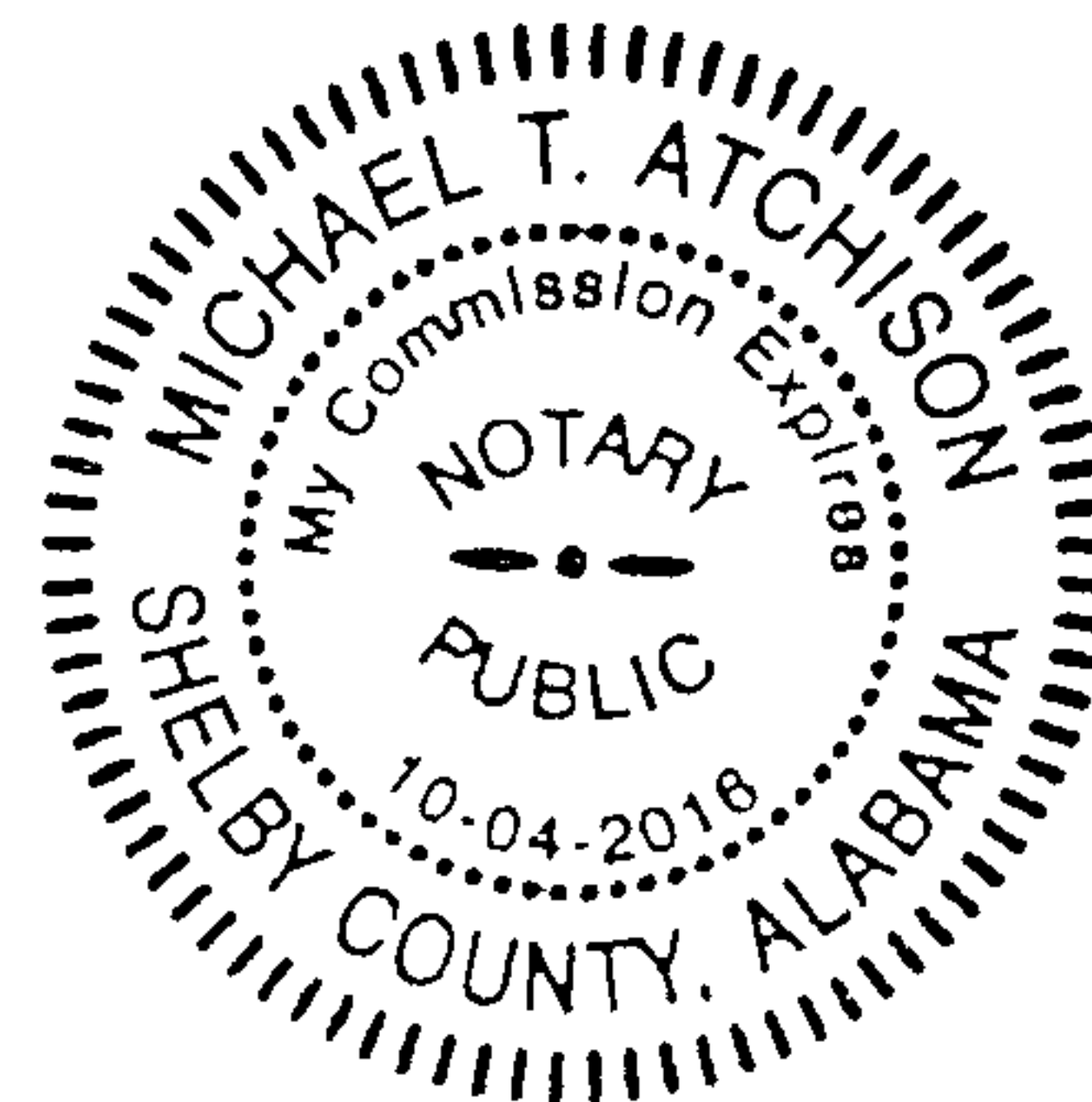
STATE OF ALABAMA)
COUNTY OF SHELBY)

I, Mike T. Atchison, a Notary Public in and for said County, in said State, hereby certify that, **Richard Cruz**, 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 17th day of April, 2015.



Notary Public
My commission expires: 10-4-16





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EXHIBIT "A"

PARCEL I:

A parcel of land situated in the S 1/2 of the NE 1/4 and the N 1/2 of the SE 1/4 of Section 28, Township 19 South, Range 2 East, Shelby County, Alabama described as follows:

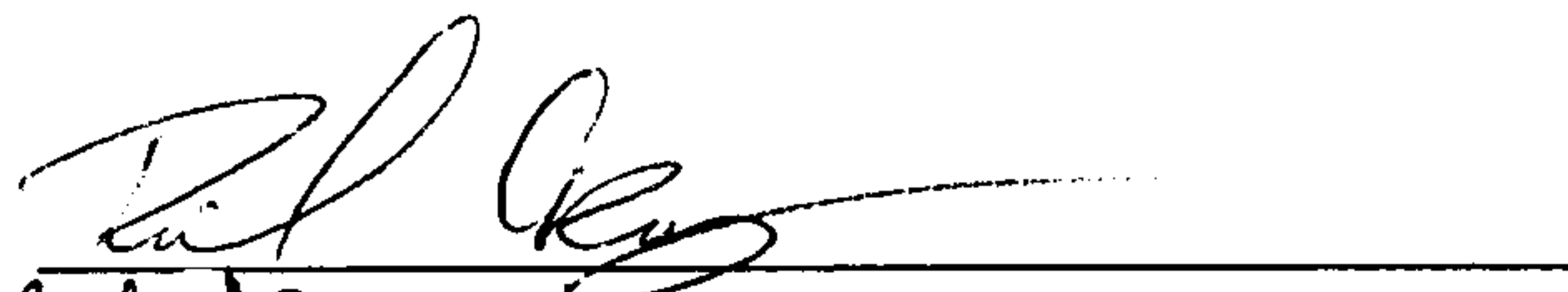
Commence at the SW corner of the S 1/2 of the NE 1/4 of Section 28, Township 19 south, Range 2 East; thence run North 89 degrees 45 minutes 41 seconds East for a distance of 799.00 feet to the point of beginning; thence run North 89 degrees 45 minutes 41 seconds East for a distance of 231.00 feet; thence run South 04 degrees 17 minutes 29 seconds West for a distance of 80.00 feet; thence run North 88 degrees 45 minutes 22 seconds East for a distance of 100.00 feet; thence run South 03 degrees 34 minutes 20 seconds West for a distance of 281.91 feet; thence run South 84 degrees 42 minutes 53 seconds East for a distance of 318.15 feet to the northwesterly right of way of County Road No. 83; thence run North 16 degrees 15 minutes 11 seconds East along said right of way for a distance of 32.20 feet; thence run North 82 degrees 35 minutes 20 seconds West for a distance of 185.47 feet; thence run North 16 degrees 58 minutes 08 seconds East for a distance of 312.80 feet; thence run North 80 degrees 36 minutes 52 seconds West for a distance of 90.30 feet; thence run North 09 degrees 23 minutes 08 seconds East for a distance of 239.80 feet; thence run North 86 degrees 22 minutes 51 seconds West for a distance of 370.68 feet; thence run South 07 degrees 59 minutes 39 seconds East for a distance of 55.50 feet; thence run South 34 degrees 33 minutes 08 seconds West for a distance of 226.39 feet to the point of beginning; being situated in Shelby County, Alabama.


PARCEL II:

Commence at the SW corner of the S1/2 of the NE 1/4 of Section 28, Township 19 South, Range 2 East; thence run North 89 degrees 45 minutes 41 seconds East for a distance of 1030.00 feet; thence run South 04 degrees 17 minutes 29 seconds West for a distance of 80.00 feet; thence run North 88 degrees 45 minutes 22 seconds East for a distance of 100.00 feet; thence run South 03 degrees 34 minutes 20 seconds West for a distance of 281.91 feet to the point of beginning; thence run South 03 degrees 34 minutes 20 seconds West for a distance of 158.51 feet; thence run South 85 degrees 11 minutes 45 seconds East for a distance of 275.81 feet to the right of way of County Road No. 83; thence run North 33 degrees 53 minutes 11 seconds East along said right of way for a distance of 23.84 feet; thence run North 16 degrees 15 minutes 11 seconds East along said right of way for a distance of 137.71 feet; thence run North 84 degrees 42 minutes 53 seconds West for a distance of 318.15 feet to the point of beginning. Being situated in Shelby County, Alabama.

PARCEL III:

Commence at the SE corner of the SW 1/4 of the NE 1/4 of Section 28, Township 19 South, Range 2 East; run thence West along the South line of the SW 1/4 of the NE 1/4 a distance of 25.7 feet to a point; thence run South 5 degrees 10 minutes West a distance of 20.52 feet to a point; thence run southeasterly along the South line of Arthur Brooks lot a distance of 300 feet to the West right of way line of Shelby County Highway No. 83; thence run southwesterly along the West right of way line of said Shelby County Highway No. 83 a distance of 206.20 feet to the point of beginning; thence continue southwesterly along the West right of way of said Highway a distance of 105 feet to a point; thence turn right at an angle of 100 degrees 13 minutes and run northwesterly a distance of 195.52 feet to a point; thence turn right at an angle of 81 degrees 39 minutes and run northeasterly a distance of 105 feet to a point; thence turn right at an angle of 98 degrees 21 minutes and run southeasterly along the South line of J.C. and Ozzelliar Dyer lot a distance of 202.20 feet to a point on the West right of way line of said highway and said point being the point of beginning. Said parcel of real estate being situated in the N 1/2 of the SE 1/4, Section 28, Township 19 South, Range 2 East, Shelby County, Alabama.


Richard Cruz


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