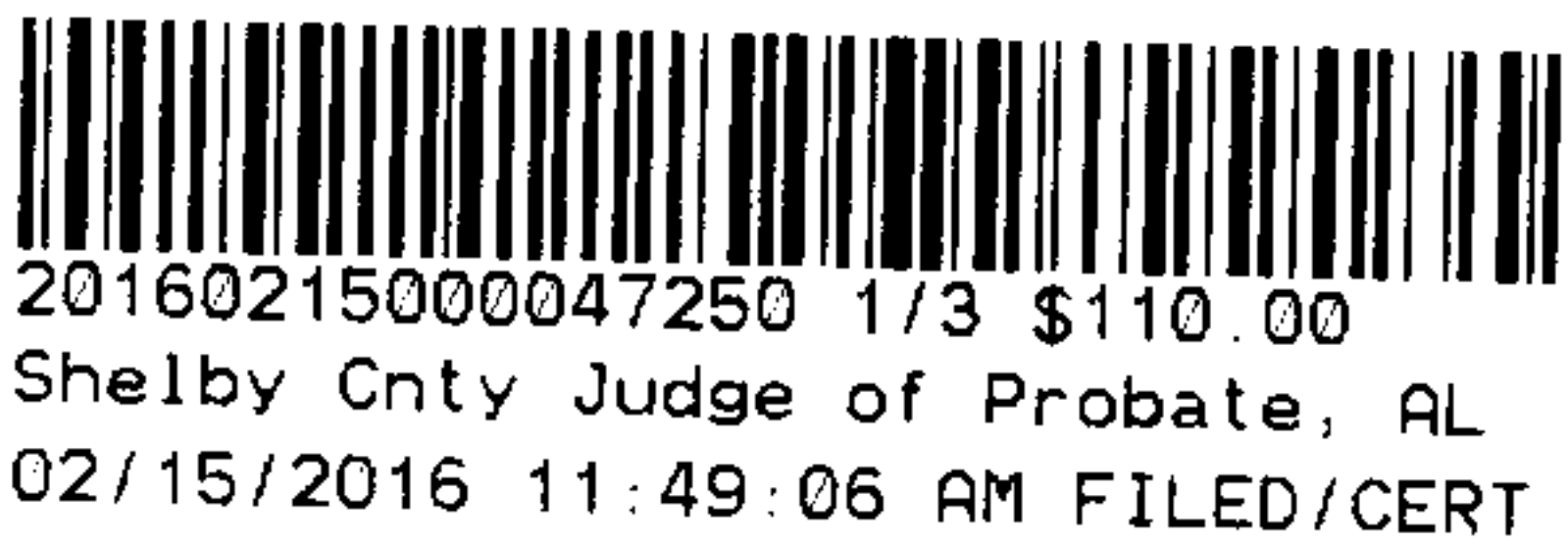


This instrument prepared by
RODNEY S. PARKER
300 Vestavia Parkway, Suite 2300
Birmingham, Alabama 35216

MORTGAGE

STATE OF ALABAMA
COUNTY OF SHELBY



KNOW ALL MEN BY THESE PRESENTS:

That Whereas,

VENTURA COLIN AND SPOUSE, LISBETH GUTIERREZ

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

THOMAS W. LEE

(hereinafter called “Mortgagee”, whether one or more), in the sum of

SIXTY THOUSAND AND NO/100THS Dollars, (\$60,000.00) evidenced by

A NOTE OF EVEN DATE.

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 Mortgagor,

VENTURA COLIN AND SPOUSE, LISBETH GUTIERREZ

do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

See Attached Exhibit A for Legal Description.

The proceeds of this loan have been applied to the purchase price of the herein described property.

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

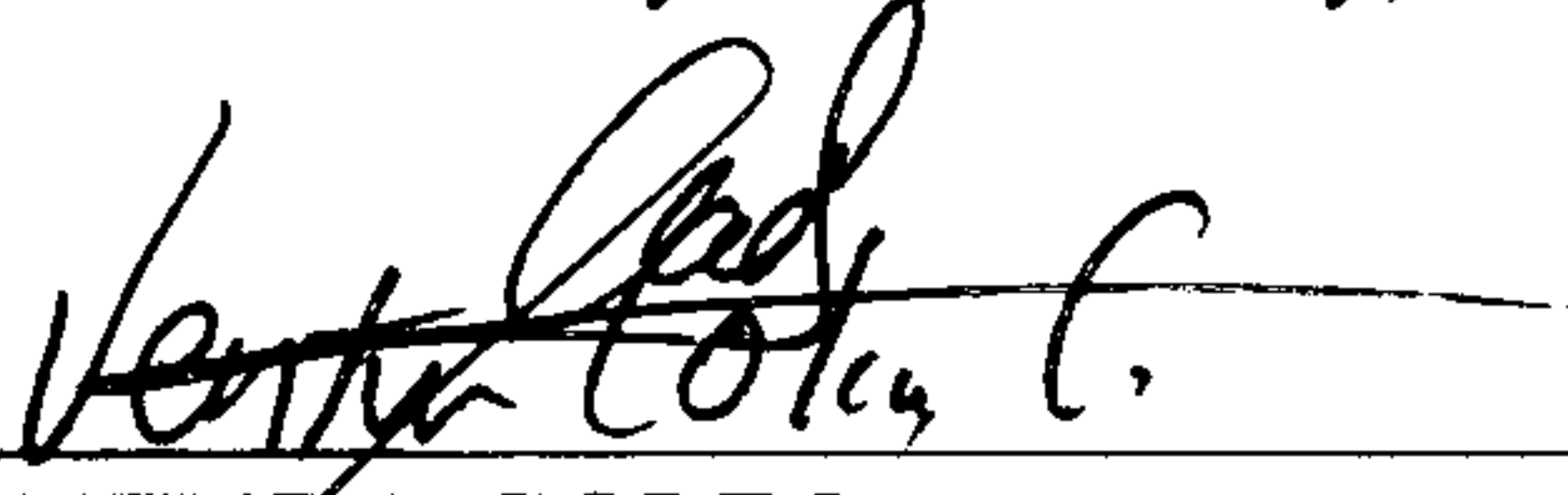
To Have and To Hold the above granted property unto the said Mortgagee, Mortgagee’s successors, heirs and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes of assessments when imposed legally upon said premises, and should 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 same 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 as expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specifically 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.

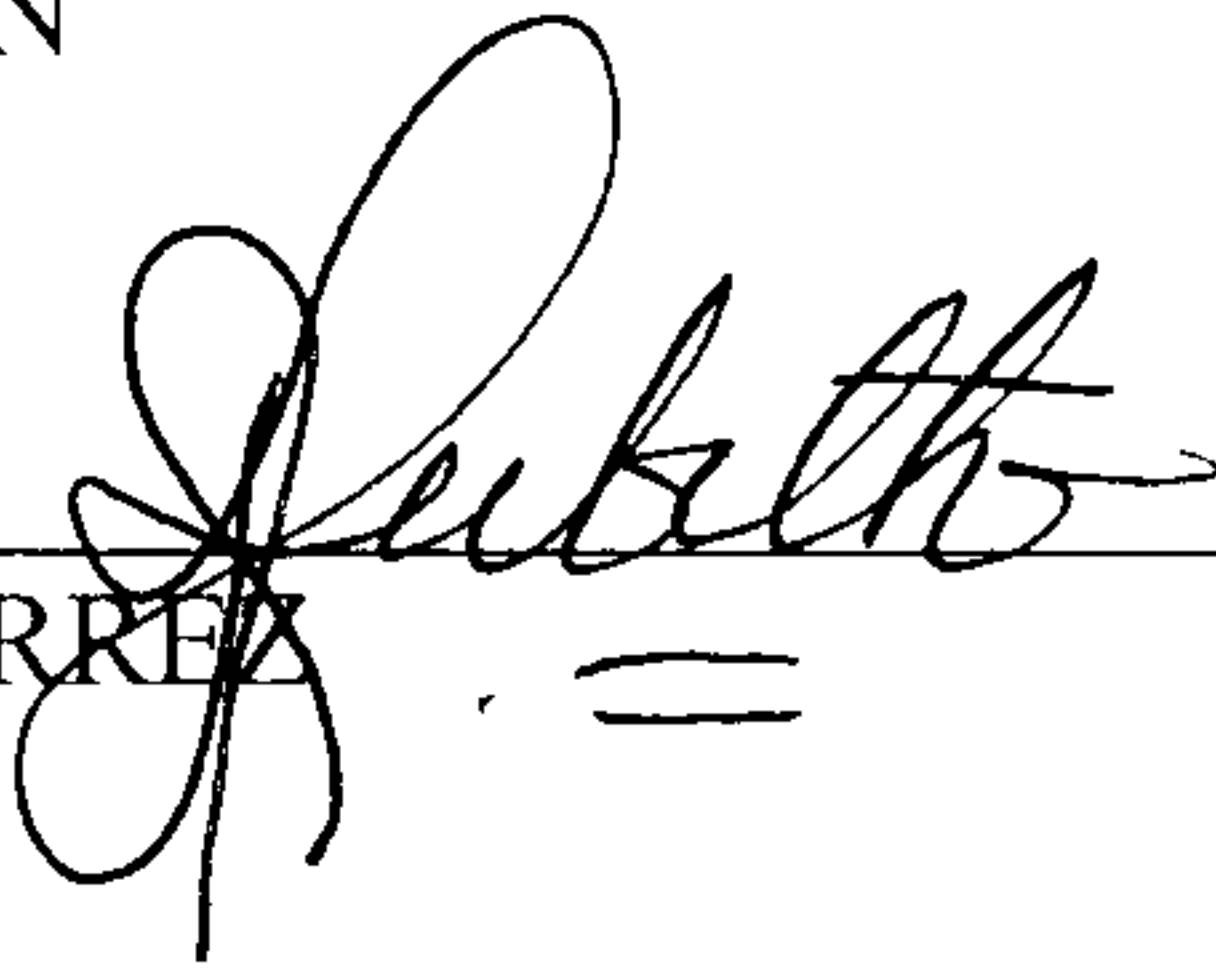
Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereof, 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 in case law 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 conveyance, 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.

This mortgage is not assumable without the prior written approval of Mortgagee.

IN WITNESS WHEREOF, the undersigned VENTURA COLIN AND LISBETH GUTIERREZ

have hereunto set our signature and seal this 12th day of February, 2016.


_____(Seal)
VENTURA COLIN

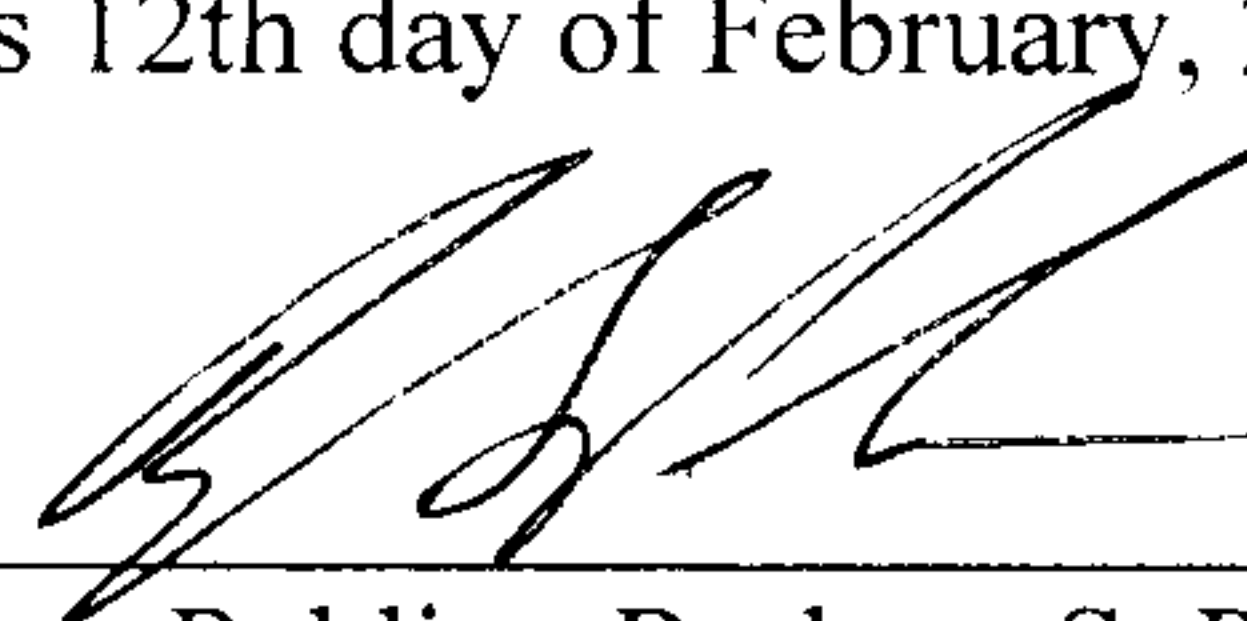

_____(Seal)
LISBETH GUTIERREZ

STATE OF ALABAMA)
SHELBY COUNTY)

General Acknowledgment

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that VENTURA COLIN AND SPOUSE, LISBETH GUTIERREZ, 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 12th day of February, 2016.



Notary Public Rodney S. Parker
My Commission Expires: 12/09/2019

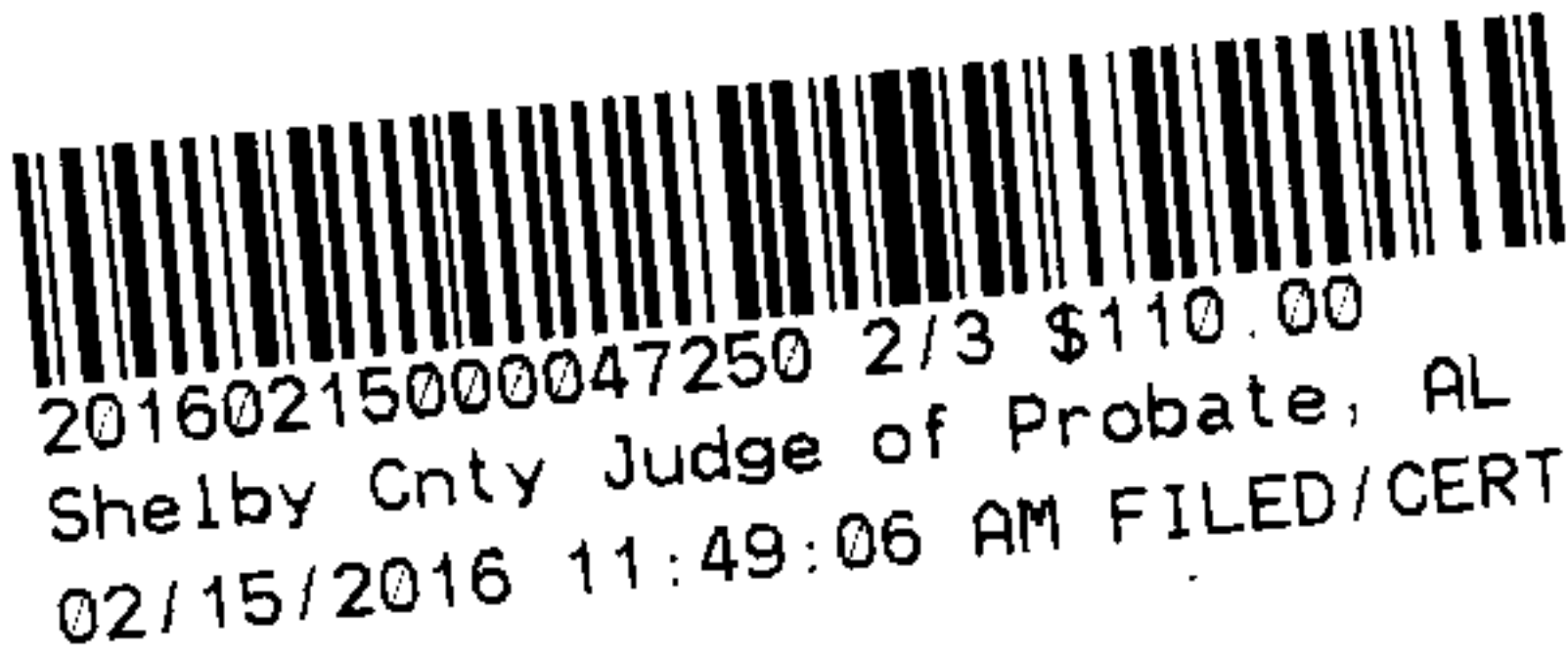


Exhibit A

A part of the Southwest Quarter of the Southwest Quarter of Section 25, Township 20 South, Range 3 West, and the Southeast Quarter of the Southeast Quarter of Section 26, Township 20 South, Range 3 West, more particularly described as follows: Commence at the Southwest corner of said Section 25 and run East along the South line of said Section a distance of 130.60 feet to a point on the Westerly right of way line of U.S. Highway 31; thence turn an angle to the left of 75 degrees 29 minutes and run Northerly along said Westerly right of way line a distance of 26.0 feet to the point of beginning; thence continue along said Westerly right of way line a distance of 8.0 feet; thence turn an angle left 90 degrees 00 minutes and run Northwesterly a distance of 247.66 feet to a point on the Easterly right of way line of the Louisville and Nashville Railroad; thence turn an angle of 97 degrees 38 minutes 30 seconds to the left and run Southerly along said Easterly right of way line a distance of 83.17 feet to a point 12.0 feet North of the South line of Section 26, Township 20 South, Range 3 West; thence turn an angle left of 99 degrees 40 minutes 41 seconds and run Northeasterly a distance of 248.08 feet to the point of beginning; being situated in Shelby County, Alabama.

