

Prepared by:  
Walter Jones, Attorney  
55 Choctaw Ln.  
Indian Springs AL 35124  
205-672-8000

## **MORTGAGE**

  
20160329000100590 1/4 \$325.00  
Shelby Cnty Judge of Probate, AL  
03/29/2016 01:44:29 PM FILED/CERT

STATE OF ALABAMA            )  
SHELBY COUNTY            )

KNOW ALL MEN BY THESE PRESENTS,

Know All Men By These Presents, that whereas the undersigned,  
A 1 AUTO SERVICES, LLC.,

is justly indebted to

Kenneth W. Bettini, Robert J. Reuse, and Roger E. Reuse

in the sum of

Two Hundred Thousand Dollars

evidence by a promissory note of even date, with monthly payments of \$1,265.30  
and an interest rate of 4 1/2%,

and whereas it is desired by the undersigned to secure the prompt payment of said  
indebtedness with interest when the same falls due,

Now Therefore in consideration of the said indebtedness, and to secure the prompt  
payment of the same at maturity, the undersigned, A 1 AUTO SERVICES, LLC, does  
hereby grant, bargain, sell and convey unto the said Kenneth W. Bettini, Robert J.  
Reuse, and Roger E. Reuse, (hereinafter called Mortgagee) all of it's rights, interest,  
leasehold interest and title to the following described real property situated in  
Shelby County, Alabama, to-wit:

As described in the attached exhibit "A" which is made a part hereof

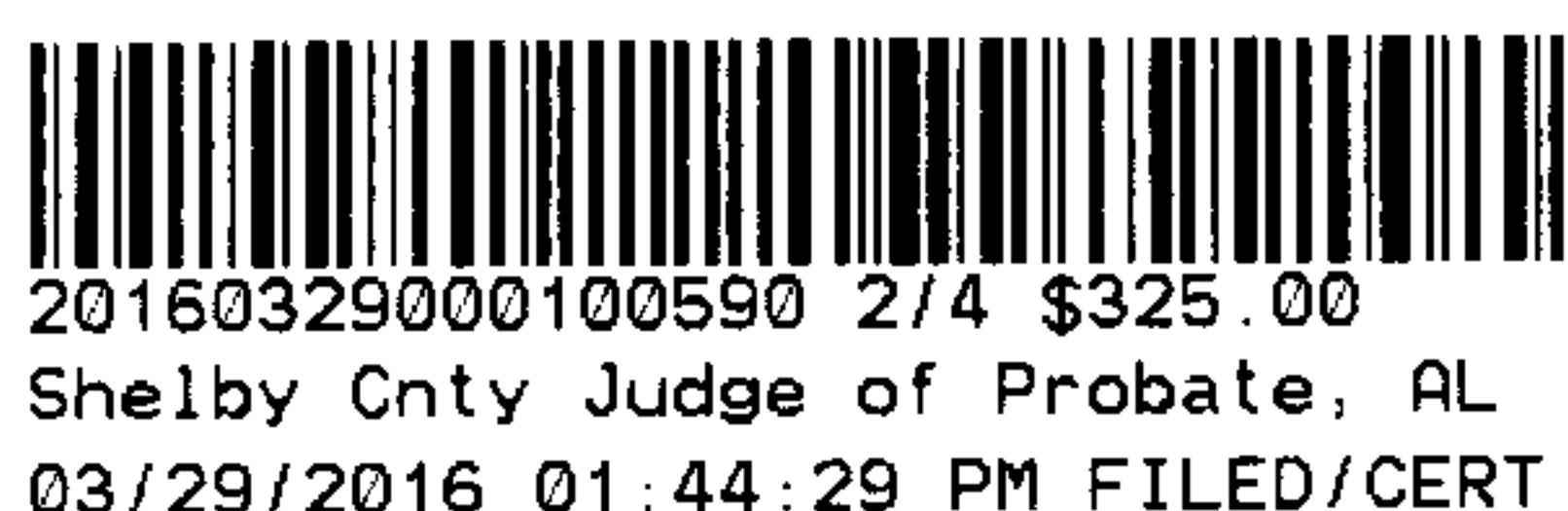
TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee  
forever; and for the purpose of further securing the payment of said indebtedness,  
the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon  
said premises, and should default be made in the payment of same, said Mortgagee  
has the option of paying off the same; and to further secure said indebtedness, the  
undersigned agrees to keep the improvements on said real estate insured against  
loss or damage by fire, lightning and tornado for the reasonable insurable value  
thereof; all amounts so expended by said Mortgagee for taxes, assessments or  
insurance, shall become a debt to said Mortgagee, additional to the debt hereby  
specially secured, and shall be covered by this mortgage, and bear interest from the  
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 for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the company or corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.





IN WITNESS WHEREOF, I, Miguel Angel Almora-Vidal as Member, of A 1 AUTO SERVICES, LLC., a limited liability company in the State of Alabama, do sign and seal this on the 29<sup>th</sup> day of March, 2016.

A 1 AUTO SERVICES, LLC

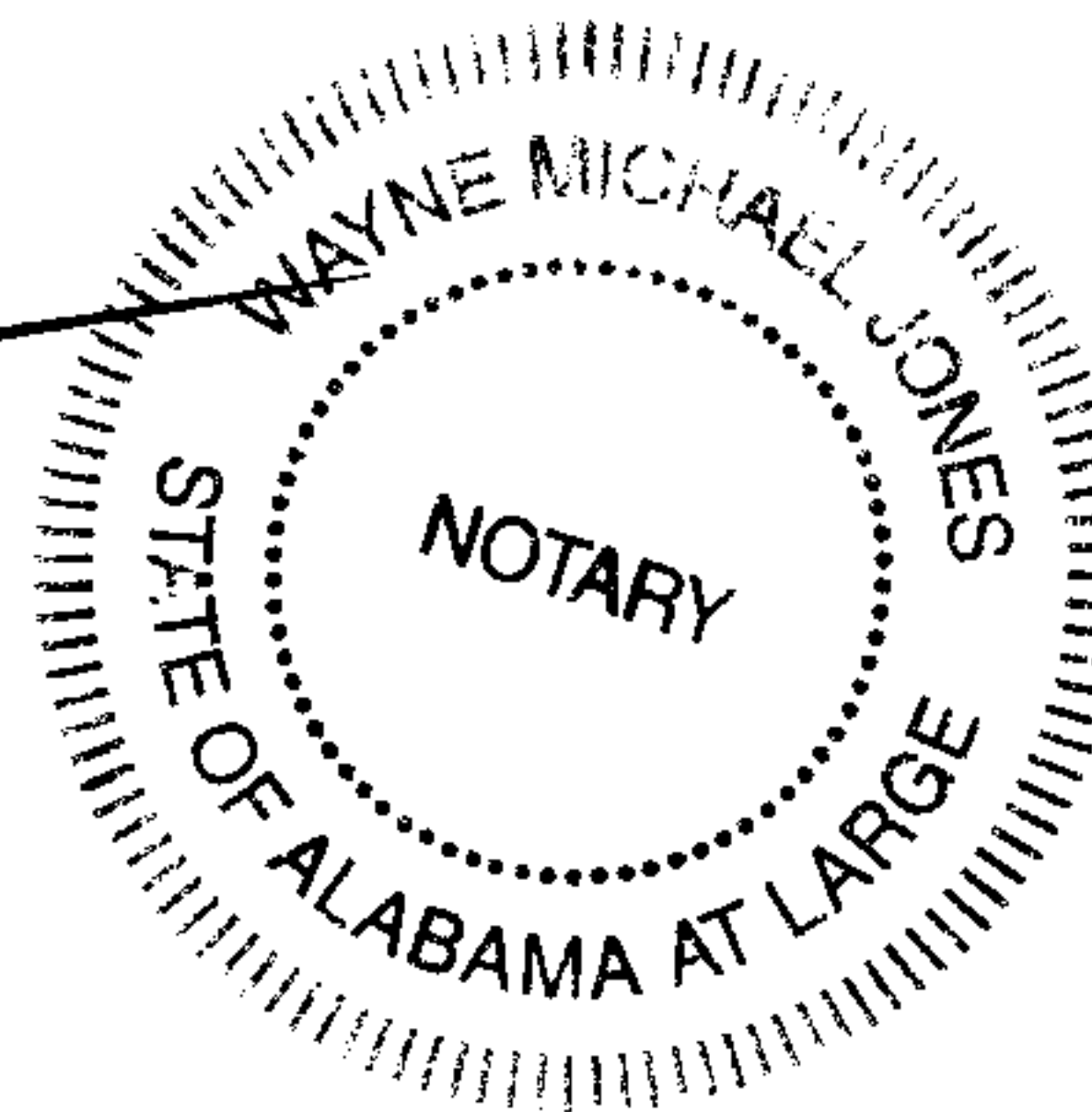
Miguel Almora  
By: Miguel Angel Almora-Vidal, Member

STATE OF ALABAMA           )  
SHELBY COUNTY           )     GENERAL ACKNOWLEDGEMENT

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Miguel Angel Almora-Vidal, whose name as Member of A 1 AUTO SERVICES, LLC, a limited liability company, 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, he, as such Member and with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29<sup>th</sup> day of March, 2016.

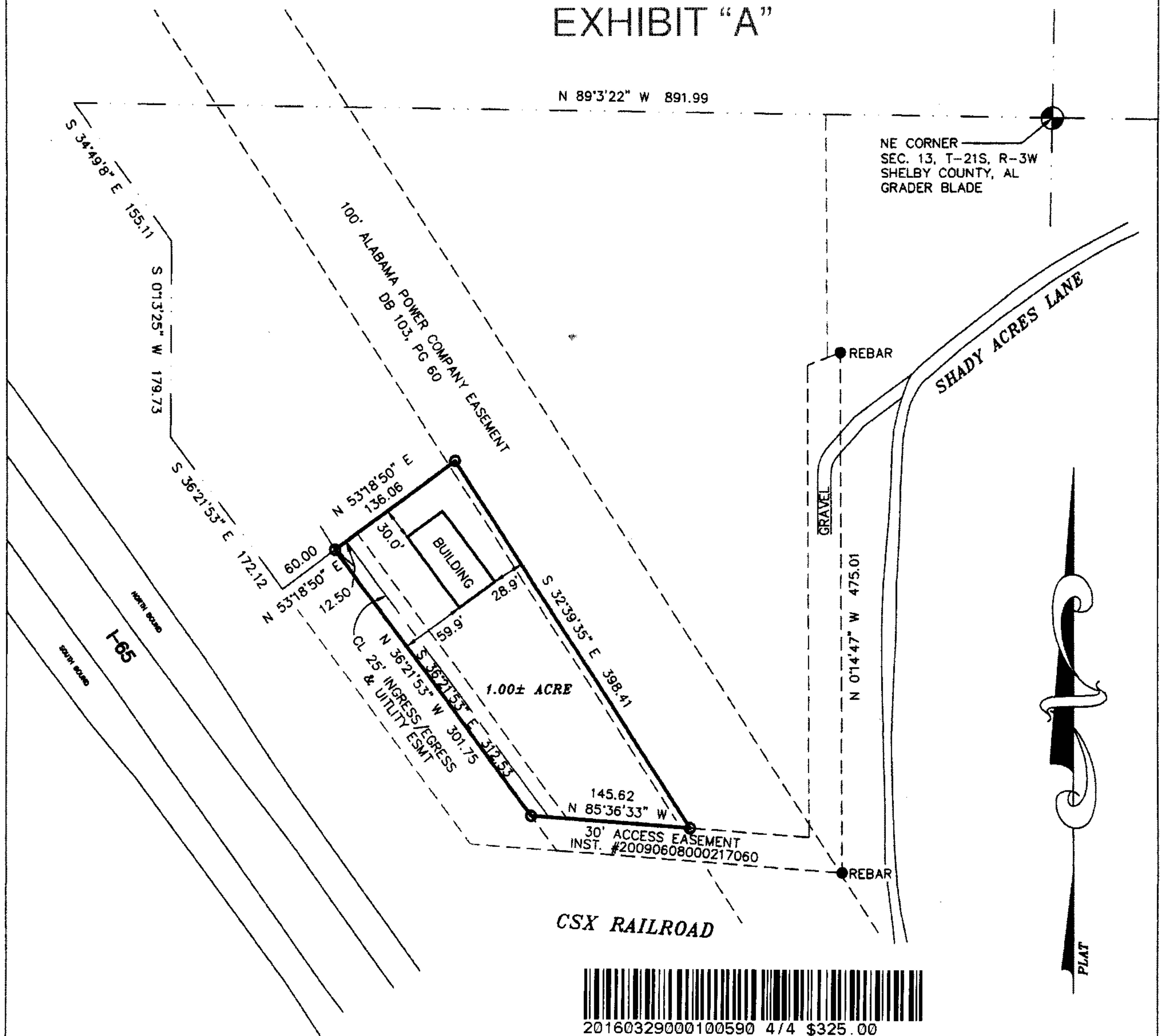
Wayne Michael Jones  
Notary Public, Wayne Michael Jones  
My Commission expires: 8/9/2016



20160329000100590 3/4 \$325.00  
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# EXHIBIT "A"



STATE OF ALABAMA  
SHELBY COUNTY

20160329000100590 4/4 \$325.00  
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I, Rodney Shiflett, a Registered Professional Land Surveyor in the State of Alabama do hereby certify that this is a true and correct plat of my survey as shown hereon. That there are no visible encroachments of any kind upon the subject lot except as shown hereon, excluding utility service lines, wires or pipes that serve the subject lot only that are within dedicated easements or rights of way. That steel corners have been found or installed at all lot corners. I further certify that this survey and this plat meets the standards of practice for land surveying in the State of Alabama, the correct legal description being as follows:

Commence at the NE Corner of Section 13, Township 21 South, Range 3 West, Shelby County, Alabama; thence N89°03'22"W, a distance of 891.99; thence S34°49'08"E, a distance of 155.11; thence S00°13'25"W, a distance of 179.73; thence S36°21'53"E, a distance of 172.12; thence N53°18'50"E, a distance of 60.00' to the POINT OF BEGINNING; thence continue along the last described course, a distance of 136.06; thence S32°39'35"E, a distance of 398.41; thence N85°36'33"W, a distance of 145.62; thence N36°21'53"W, a distance of 301.75' to the POINT OF BEGINNING.

Said Parcel containing 1.00 acres, more or less.

ALSO AND INCLUDING A 25' Ingress/Egress and Utility Easement, lying 12.5' either side of and parallel to the following described centerline:

Commence at the NE Corner of Section 13, Township 21 South, Range 3 West, Shelby County, Alabama; thence N89°03'22"W, a distance of 891.99; thence S34°49'08"E, a distance of 155.11; thence S00°13'25"W, a distance of 179.73; thence S36°21'53"E, a distance of 172.12; thence N53°18'50"E, a distance of 72.15' to the POINT OF BEGINNING OF SAID CENTERLINE; thence S36°21'53"E, a distance of 312.53' to the POINT OF ENDING OF SAID CENTERLINE.

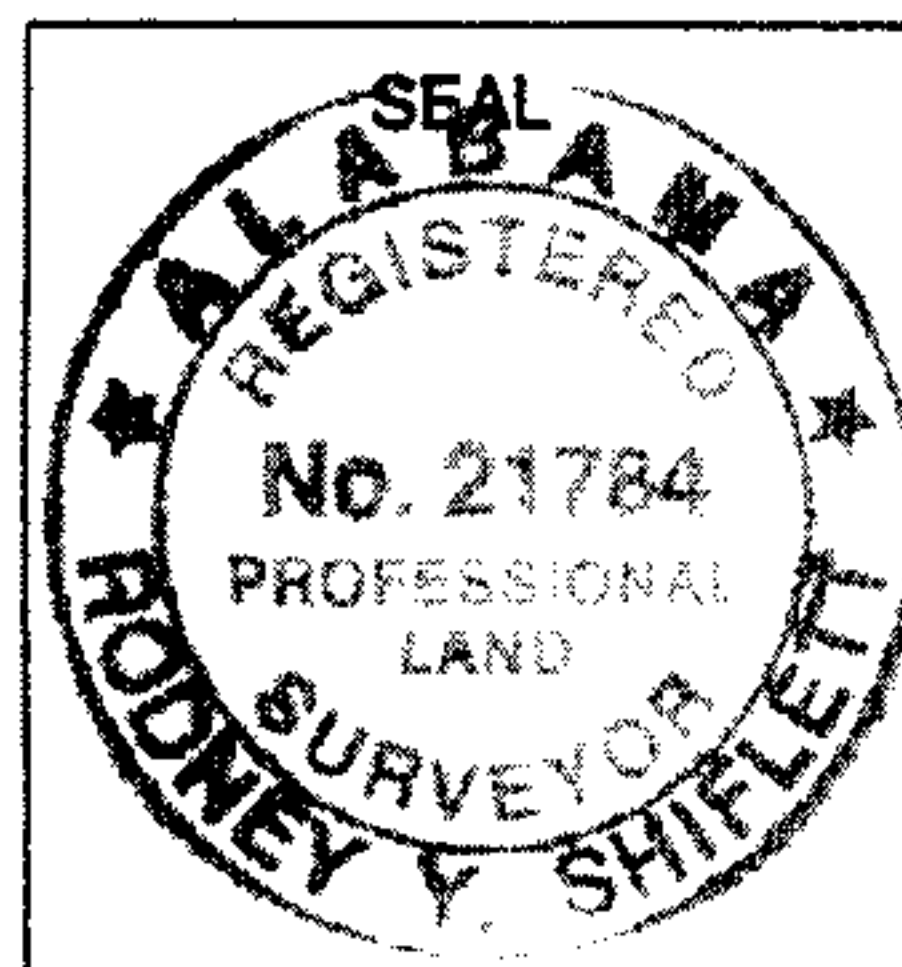
I further certify that I have consulted the Federal Insurance Rate Map (F.I.R.M.) Community Panel #01117C 0383 E, Zone 'X', dated February 20, 2013 and found that the above described Parcel does not lie in a Flood Hazard Zone.

## NOTES:

This Parcel shown and described herein may be subject to setbacks, Right-of-Ways, easements, zoning and restrictions that may be found in the Probate Office of said County.

According to my survey of March 3, 2016

*Rodney Shiflett*  
Rodney Shiflett Al. Reg. #21784



| LEGEND |                     |
|--------|---------------------|
| ○      | 1/2" REBAR SET      |
| ●      | IRON PIN FOUND      |
| —      | R.O.W.              |
| —      | RIGHT-OF-WAY        |
| —      | NOT TO SCALE        |
| —      | UTILITY POLE        |
| —      | OVERHEAD UTILITIES  |
| (M)    | FIELD MEASURED      |
| (P)    | PLAT / RECORDED MAP |
| ▨      | COVERED DECK/PORCH  |
| ▨      | DECK/PORCH          |

|                                                                                  |                      |
|----------------------------------------------------------------------------------|----------------------|
| JOB NO. 14350 (1ACRE)                                                            |                      |
| DATE 3/3/16                                                                      | DATE OF FIELD SURVEY |
| ADDRESS                                                                          | SCALE 1" = 100'      |
| DRAWN BY H. LETTS                                                                | CHECK BY R.Y.S.      |
| <b>RODNEY SHIFLETT SURVEYING</b>                                                 |                      |
| P.O. BOX 204<br>COLUMBIANA, ALABAMA 35051<br>TEL. 205-669-1205 FAX. 205-669-1298 |                      |