

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

MORTGAGE

**STATE OF ALABAMA
COUNTY SHELBY**



20160513000164810 1/5 \$52.25
Shelby Cnty Judge of Probate, AL
05/13/2016 01:01:43 PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

J. Anthony Joseph, a married man and Ashley Mezrano, a married womn

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

Glenda J. Stinson and husband, A. Mac Stinson, Jr.

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

in the sum of SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100
(\$17,500.00) 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,

J. Anthony Joseph and Ashley Mezrano

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 for 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

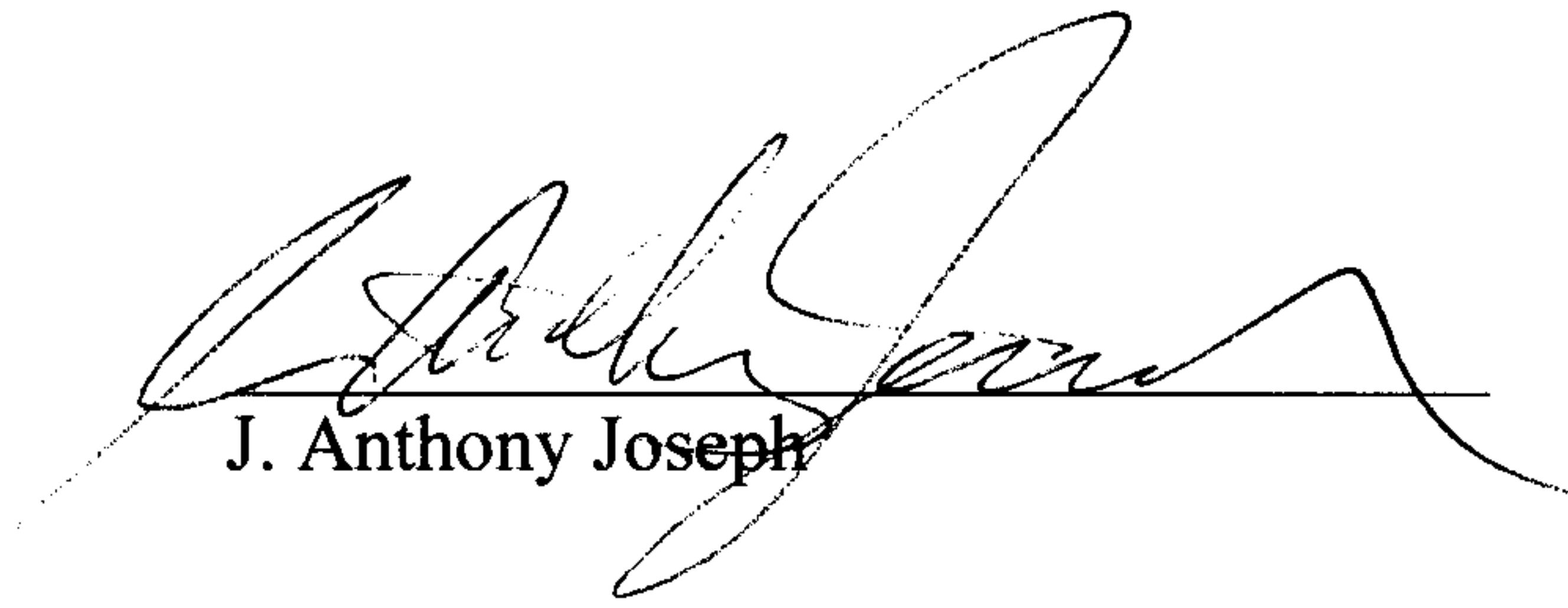
tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to 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.

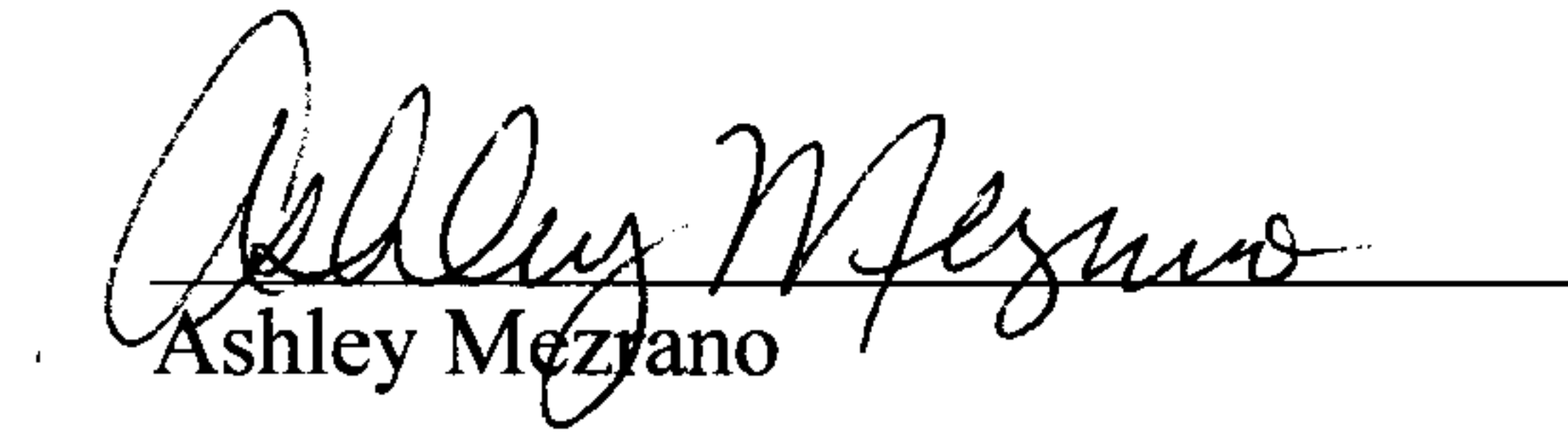
Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment 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, **J. Anthony Joseph and Ashley Mezrano**, have hereunto set their signatures and seals, this 5th day of May, 2016



J. Anthony Joseph

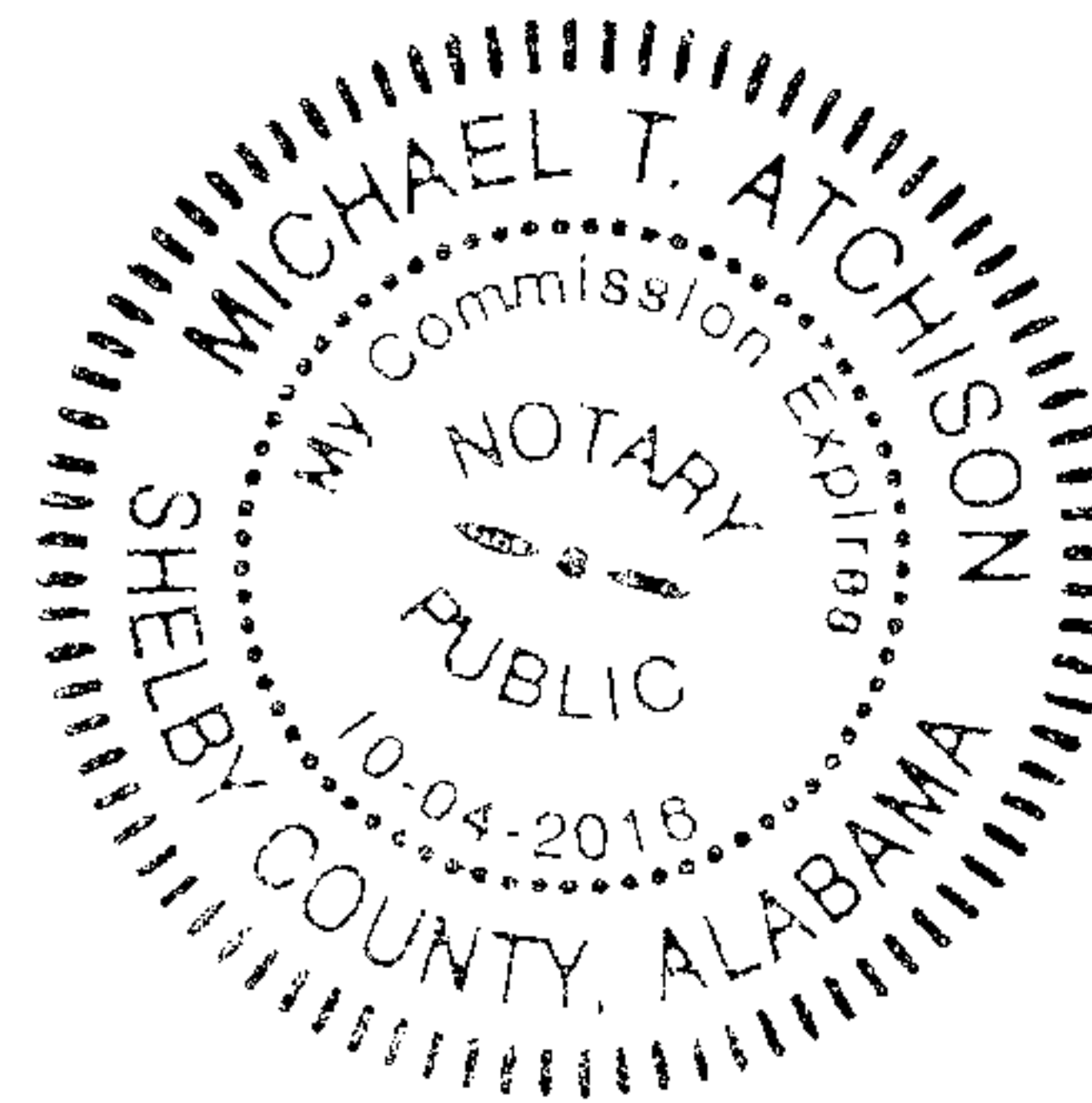

Ashley Mezrano

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, Mike T. Atchison, a Notary Public in and for said County, in said State, hereby certify that, **J. Anthony Joseph and Ashley Mezrano**, 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 5th day of May, 2016.


Notary Public
My commission expires: 10/4/2016





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EXHIBIT A – LEGAL DESCRIPTION

Parcel 1

From a 1" solid bar accepted as the Northwest corner of the SE ¼ of the NW ¼ of Section 26, Township 20 South, Range 1 West, run thence East along the accepted North boundary of said SE ¼ of the NW ¼ a distance of 213.74 feet to a ½" rebar, being the point of beginning of herein described parcel of land; thence continue along said course a distance of 134.80 feet to a ½" rebar that is 1010.54 feet West of a pin in a rock pile accepted as the Northeast corner of said SE ¼ of the NW ¼; thence turn 90 deg. 00 min. 00 sec. right and run 157.97 feet to a ½" rebar on the Northerly boundary of a 60' easement for ingress and egress (known as Joseph Drive); thence turn 103 deg. 15 min. 58 sec. right and run 138.50 feet along said easement boundary to a ½" rebar; thence turn 76 deg. 44 min. 02 sec. right and run 126.18 feet to the point of beginning of herein described parcel of land, containing 0.44 acres, situated in the SE ¼ of the NW ¼ of Section 26, Township 20 South, Range 1 West, Shelby County, Alabama. The same being identified as Parcel 2 on that certain survey of Hickey Land Surveying, Inc. dated August 21, 2002.

Also the right of ingress and egress over and along that certain 60 foot right of way known as Joseph Drive.

Parcel 2

From a 1" solid bar accepted as the Northwest corner of the SE ¼ of the NW ¼ of Section 26, Township 20 South, Range 1 West, run thence East along the accepted North boundary of said SE ¼ of the NW ¼ a distance of 348.54 feet to a ½" rebar, being the point of beginning of herein described parcel of land; thence continue along said course a distance of 114.45 feet to a ½" rebar that is 896.08 feet West of a pin in a rock pile accepted as the Northeast corner of said SE ¼ of the NW ¼; thence turn 90 deg. 00 min. 00 sec. right and run 166.78 feet to a ½" rebar on the Northerly boundary of a 60' easement for ingress and egress (known as Joseph Drive); thence turn 84 deg. 05 min. 38 sec. right and run 53.84 feet along said easement boundary to a ½" rebar; thence turn 19 deg. 10 min. 20 sec. right and run 62.57 feet along said easement boundary to a ½" rebar; thence turn 76 deg. 44 min. 02 sec. right and run 157.97 feet to the point of beginning of herein described parcel of land, containing 0.44 acres, situated in the SE ¼ of the NW ¼ of Section 26, Township 20 South, Range 1 West, Shelby County, Alabama, The same being identified as Parcel 3 on a survey by Hickey Land Surveying, Inc., dated August 21, 2002.

Also the right of ingress and egress along that certain 60 foot right of way known as Joseph Drive, as shown by said survey of Hickey Land Surveying, Inc. dated August 21, 2002.



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Parcel 3

From a 1" solid bar accepted as the Northwest corner of the SE ¼ of the NW ¼ of Section 26, Township 20 South, Range 1 West, run thence East along the accepted North boundary of said SE ¼ of the NW ¼ a distance of 679.54 feet to a ½" rebar that is 679.54 feet West of a pin in a rock pile accepted as the Northeast corner of said SE ¼ of the NW ¼; thence turn 93 deg. 40 min. 32 sec. right and run 241.16 feet to a ½" rebar on the Northerly boundary of a 60' easement known as Joseph Drive; thence turn 01 deg. 28 min. 52 sec. left and run 96.14 feet to a ½" rebar; thence continue along said course a distance of 95.11 feet to a ½" rebar; thence turn 93 deg. 17 min. 57 sec. right and run 125.97 feet to its intersection with a fence line marking the Westerly line of the Louis Joseph Homeplace and being the point of beginning of the triangular parcel being herein conveyed; thence run in a northwesterly direction along said fence line to a point; thence run due South to a point due West of the beginning point; thence run East to the point of beginning; being situated in Shelby County, Alabama.

Parcel 4

The West one-half of West One-half of NE ¼ of SW ¼ (W ½ of W ½ of NE ¼ of SW ¼) of Section 26, Township 20 South, Range 1 West.

The West 495 feet of the SE ¼ of NW ¼ lying South of the Settlement Road;
LESS AND EXCEPT THE FOLLOWING 2 PARCELS OF LAND:

1. A parcel of land in the SE ¼ of NW ¼, Section 26, Township 20 South, Range 1 West, more particularly described as follows: From the NW corner of the SE ¼ of NW ¼ of said Section 26, run thence South along the west boundary of said SE ¼ of NW ¼ a distance of 373.54 feet to the point of beginning; thence continue along said course a distance of 259.10 feet; thence turn 104 deg. 16 min. 24 sec. left and run 222.91 feet; thence turn 82 deg. 09 min. 01 sec. left and run 183.25 feet; thence turn 77 deg. 08 min 31 sec. left and run 196.76 feet to the point of beginning of lot excepted.
2. Commence at the Northwest corner of SE ¼ of NW ¼ of Section 26, Township 20 South, Range 1 West run thence South 2 deg. 30 min. East 113.0 feet to the point on the right of way of public road, being point of beginning; thence turn an angle of 74 deg. to the left and run along said road 221.0 feet; thence turn an angle of 74 deg. to the right and run 200 feet; thence turn an angle of 89 deg. to the right and run 210.0 feet; thence turn an angle of 91 deg. to the right and run 272.0 feet to the point of beginning, containing 1.18 acres, more or less.

Grantor reserves the right to use the hereinafter described easement for ingress and egress along with other parties heretofore granted said easement rights.

A 20.0 foot easement for ingress and egress described as follows: From the NE corner of Parcel 1 exception above run West along the North boundary of said lot a distance of 30.90 feet to the point of beginning of the centerline of said 20.0 foot easement; thence turn 92 deg. 24 min. 41 sec. right and run 246.14 feet along said easement centerline to a point of termination in the center of Joseph Drive.



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