

STATE OF ALABAMA           )  
COUNTY OF SHELBY        )

THIS INSTRUMENT PREPARED BY:  
Ellis, Head, Owens & Justice  
P O Box 587  
Columbiana, AL 35051

PURCHASE MONEY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, the undersigned Ruben Luna, a married man, is justly indebted to Randall D. White and Louise S. White in the sum of Twenty Thousand and NO/100 Dollars (\$20,000.00) (the "Indebtedness") evidenced by a promissory note of even date, and

WHEREAS, it is desired by the undersigned to secure the prompt payment of the Indebtedness.

NOW, THEREFORE, in consideration of the Indebtedness, and to secure the prompt payment thereof at maturity, the undersigned Ruben Luna (hereafter, the "Mortgagors"), does hereby grant, bargain, sell and convey unto the said Randall D. White and Louise S. White (hereinafter, the "Mortgagee"), the following described real property (the "Property") situated in Shelby County, Alabama, to-wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Subject to taxes for 2017 and subsequent years.

The proceeds of this loan have been applied toward the purchase price of the Property described above conveyed to Mortgagor simultaneously herewith. *This is not the homestead of Mortgagor or his spouse.*

TO HAVE AND TO HOLD the above granted premises unto the Mortgagee forever; and for the purpose of further securing the payment of the Indebtedness, the undersigned agrees to pay all taxes, or assessments, when legally imposed upon the Property, and should default be made in the payment of taxes or assessments, the Mortgagee has the option of paying off them; to keep termite contract in force and if the undersigned fails to keep the contract in effect, Mortgagee may do so; and to further secure the Indebtedness, the undersigned agrees to keep the improvements on the real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof in companies satisfactory to the Mortgagee, with loss, if any, payable to the Mortgagee, as the interest of the Mortgagee may appear, and promptly to deliver the policies, or any renewals of the policies, to the Mortgagee; and if the undersigned fails to keep the Property insured as above specified, or fails to deliver the insurance policies to the Mortgagee, then the Mortgagee has the option of insuring the Property for the reasonable insurable value for the benefit of the Mortgagee, the policy, if collected, to be credited on the Indebtedness, less cost of collecting same; all amounts so expended by the

  
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Mortgagee for taxes, termite contract, assessments or insurance, shall become a debt to the Mortgagee, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from the date of payment by the Mortgagee, and be at once due and payable. Mortgagor may not cut any timber located on the Property or make any improvements to the Property without the advance written consent of Mortgagee. The proceeds from any timber cut with Mortgagee's permission shall be paid to Mortgagee but not applied to the Indebtedness.

Upon condition, however, that if the Mortgagor pays the Indebtedness, and reimburses the 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 Mortgagee, or should the Indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of the Mortgagee in the Property become endangered by reason of the enforcement of any prior lien or encumbrance 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 the 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 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 Shelby County, Alabama, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in Shelby County, 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 be necessary then to expend in paying insurance, taxes, or other encumbrances, with interest thereon; third, to the payment of the Indebtedness in full, whether or not it shall have fully matured, at the date of the sale, but no interest shall be collected beyond the day of sale; and fourth, the remainder, if any, to be turned over to the Mortgagor; and the undersigned further agrees that the Mortgagee may bid at said sale and purchase the Property, if the highest bidder therefore, as through a stranger hereto, and the person acting as

  
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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Commence at the SE Corner of the NE 1/4 of the SE 1/4 of Section 32, Township 21 South, Range 1 East, Shelby County, Alabama; thence N90°00'00"W, a distance of 740.87' to the POINT OF BEGINNING; thence N89°28'20"W, a distance of 31.13'; thence S89°58'30"W, a distance of 655.47' to the Easterly R.O.W. line of Shelby County Highway 61; thence N21°32'59"E and along said R.O.W. line, a distance of 118.38' to the beginning of a curve to the right, having a radius of 1510.00, a central angle of 11°09'20", and subtended by a chord which bears N27°07'35"E, and a chord distance of 293.53'; thence along the arc of said curve and said R.O.W. line, a distance of 294.00' to the center of a ditch; thence S60°32'44"E, leaving said R.O.W. line and along said ditch, a distance of 192.90'; thence N89°54'28"E and leaving said ditch, a distance of 341.30'; thence S00°00'04"E, a distance of 277.04' to the POINT OF BEGINNING.

Said Parcel containing 4.24 acres, more or less.

NOTE:

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.

  
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