

STATE OF ALABAMA

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PURCHASE MONEY

SHELBY COUNTY

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MORTGAGE

NOW ALL MEN BY THESE PRESENTS: THAT WHEREAS TARANI KOIRALA, hereinafter called "Party of the First Part," is justly indebted to JITENDRA JARIWALA, hereinafter called "Party of the Second Part," in the principal sum of Sixty Three Thousand & 00/100 (\$63,000.00) Dollars payable in full within thirty six (36) months of monthly installments beginning on July 1, 2017.

NOW, in order to secure the prompt payment of said note, when due, the Party of the First Part for and consideration of the premises, and the sum of One Dollars (\$1.00) in hand paid this date, to the Party of the First Part by the Party of the Second Part, does hereby GRANT, CONVEY AND QUITCLAIM to the Party of the Second Part of the following described real estate situated in Shelby County, Alabama, to-wit:

Legal Description: 140 feet on the West End of Lot Numbers 20, 21, 22 and 23 in Block 45, according to map and survey of J.H. Dunstan's Calera, Alabama, situated in Shelby County, Alabama.

ALSO:

A part of Lots 18 and 19, Block 45, according to the J.H. Dunstan's Map of the Town of Calera, Alabama, recorded in the Probate Judge's Office of Shelby County, Alabama:

Commence at the Southwest corner of said Lot 19 and run East along the South line of said lot a distance of 146 feet, more or less, to the intersection with a chain link fence running North and South; thence run North along said chain link fence a distance of 43 feet, more or less, to the top edge of said ditch to the intersection with the West line of Lot 18 of said subdivision; thence run South along the West line of said Lots 18 and 19 a distance of 49 feet to the point of beginning of said lot.

(If either description above should vary, then the legal description is controlling.)


This Real Estate Mortgage is subject to any and all exceptions, encumbrances and liens which appears recorded in the Shelby County, Alabama records.

20170518000172580 1/4 \$118.50
Shelby Cnty Judge of Probate, AL
05/18/2017 09:45:05 AM FILED/CERT

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the Party of the Second Part forever.

BUT THIS CONVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS NEVERTHELESS, that is to say. If the Party of the First Part shall well and truly pay, or cause to be paid, the said promissory note, and each and every installment thereof, and interest thereon, when due, and all other amounts which may become due hereunder when such become due, then this conveyance shall become null and void. But should the Party of the First Part fail to pay said note, or any installment thereof when due, or shall fail to pay any other sums that become due hereunder when due, then all of said indebtedness shall become due and payable at once, at the option of the Party of the Second Part. However, failure of the Party of the Second Part to enforce this provision as to one or more delinquent installments or other amounts due hereunder shall not be a waiver of the right to subsequently invoke such provision. Upon any such default by the party of the First Part, the Party of the Second Part or the successors, heirs, assigns, agents, or attorneys of the authorized and empowered to sell the said property hereby conveyed at auction for cash at the Courthouse door of the County in which said property is situated, after first having given notice thereof for three (3) weeks by publication in any newspaper then published in the county in which said property is situated, and to execute a property conveyance to the purchaser and out of the sale proceeds to the Party of the Second Part shall first pay all expenses incident thereto, together with a reasonable attorney's fee, then retain enough to pay said note and interest thereon and any sums advanced by the Party of the Second Part for taxes, assessments, insurance, and other encumbrances, if any. The balance, if any, shall be paid over to the Party of the First Part. In the event of such sale, the Party of the Second Part, or the successors, assigns, agents or attorneys of the party of the Second Part are hereby authorized and empowered to purchase the said property the same as if they were strangers to this conveyance and any such sale, and the auctioneer or person making the sale is empowered and directed to make and execute a deed to the purchaser at such sale in the name of the Party of the First Part.

It is also agreed that in case the Party of the Second Part, or the heirs, successors or assigns of the Party of the First Part, see fit to foreclose this mortgage in a court having proper jurisdiction, that the Party of the First Part will pay a reasonable attorney's fee for the bringing and prosecution of such foreclosure action and for any appeals therefrom, together with all costs of litigation incurred by the Party of the Second Part, all of which shall be and constitute a part of the debt hereby secured.


20170518000172580 2/4 \$118.50
Shelby Cnty Judge of Probate, AL
05/18/2017 09:45:05 AM FILED/CERT

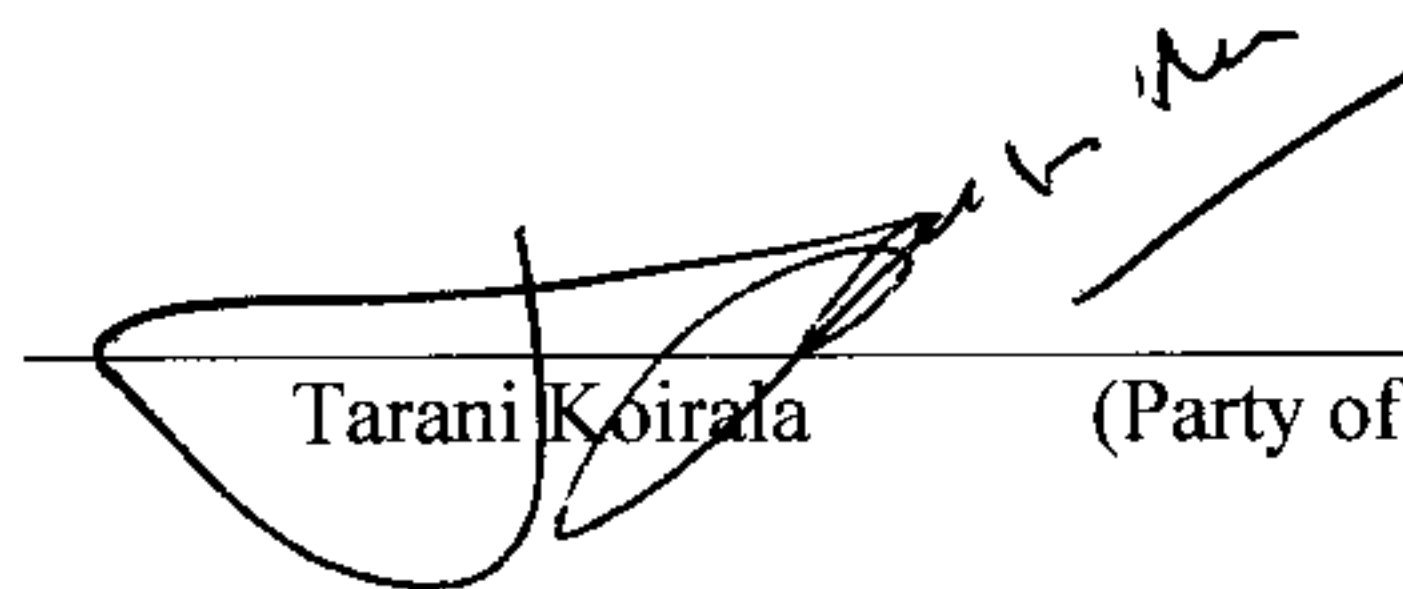
The Party of the First Part specially waives all exemptions which Party of the First Part now or hereafter may be entitled to under the Laws and Constitution of the State of Alabama in regard to the collection of the debt secured hereby.

The Party of the First Part agrees to keep said property in good repair, normal wear and tear excepted, and further agrees to keep said property insured against fire, hail, flood, and windstorm with good and responsible companies acceptable to the Party of the Second Part for not less than an amount equal to the principal amount of this mortgage debt, and to have each such policy payable to the Party of the Second Part, as the Party of the Second Part's interest may appear in said property, and further agrees to deliver copies of such paid-up policies to the Party of the Second Part. Should the Party of the First Part fail to insure said property, then the Party of the Second Part is hereby authorized to do so, and the premiums so paid by the Party of the Second Part shall be and constitute a part of the debt secured hereby.

The Party of the First Part agrees to pay all taxes and assessments, general or special, levied upon such property before such become delinquent. Should the Party of the First Part fail to pay any such taxes or assessments before they become delinquent, then the Party of the Second Part is hereby authorized to do so, and all such payments shall thereupon constitute a part of the debt secured hereby.


Should the Party of the First Part fail to procure proper insurance, or fail to pay any taxes or assessments, as hereinabove provided, and should the Party of the Second Part pay the same, then the Party of the First Part shall be deemed to have materially breached the terms of this instrument if the Party of the First Part fails to reimburse the Party of the Second Part for the same plus interest at the rate specified hereinabove within ten (10) days after the Party of the Second Part gives the Party of the First Part written demand by first class mail of the amounts due.

IN WITNESS THEREOF, the Party of the First Part has executed this Mortgage with seal affixed on the 8th day of May, 2017 at Birmingham, Alabama.



Tarani Koirala (Party of the First Part)

State of Alabama)
Counties of Shelby)


20170518000172580 3/4 \$118.50
Shelby Cnty Judge of Probate, AL
05/18/2017 09:45:05 AM FILED/CERT

I, the undersigned authority, a Notary Public in and for said Counties in said State, hereby certify that Tarani Koirala, is signed to the foregoing instrument, and who

is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day set out below.

Given under my hand this the 8th day of May, 2017.

John A. Dwyer
(Notary Public)

MY COMM: EXP: 6/27/2019


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