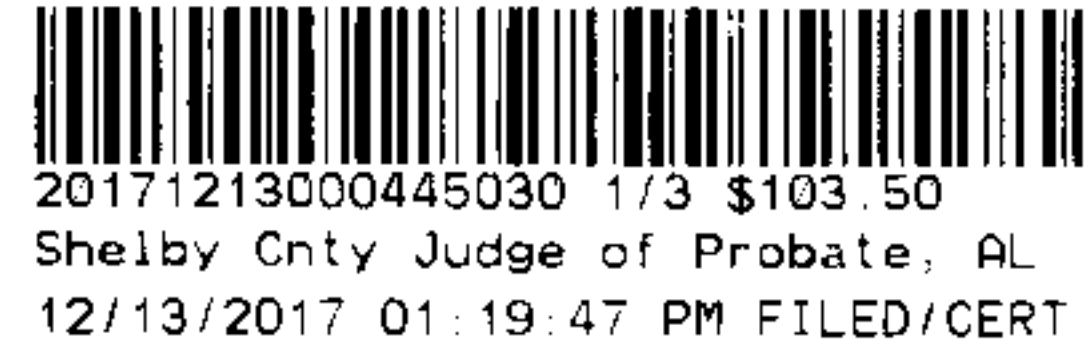


This instrument prepared by:  
John Hollis Jackson, Jr.  
Jackson & Jackson, LLP  
P. O. Box 1818  
Clanton, AL 35046

**PURCHASE MONEY MORTGAGE**

STATE OF ALABAMA

SHELBY COUNTY



KNOW ALL MEN BY THESE PRESENTS: That, whereas, the undersigned mortgagors, Porfirio Morales Juarez, a MARRIED man; and Rosalina Barragan Sanchez, a MARRIED woman, are justly indebted to Paul S. Hornyak and Helen S. Hornyak (mortgagees), in the principal sum of Fifty-Five Thousand and no/100 (\$55,000.00) Dollars as evidenced by a promissory waive note bearing even date with this instrument, and due and payable in accord with the terms and provisions of said promissory waive note. And being desirous of securing the punctual payment of said note at maturity, said mortgagors have this day granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said mortgagees, their heirs and assigns, the following described property, situated in Shelby County, and State of Alabama, to-wit:

A part of Lots 13 and 14 in Block 1 of Bozeman's Survey of Wilton, Alabama, described as commencing at the Southwest Corner of Lot 9 in Block No. 1; thence East along the North side of Birmingham Street 732 feet to an iron pin and the Point of Beginning; thence East along said street 100 feet to an iron pin; thence North 152.4 feet to an iron pin; thence West 100 feet to an iron pin; thence South 152.4 feet back to the Point of Beginning.

The above described property constitutes no part of the homestead of either mortgagor.

warranted free from all encumbrances and against any adverse claims.


TO HAVE AND TO HOLD, all of the above described property, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the same, to the said mortgagees, their heirs and assigns forever.

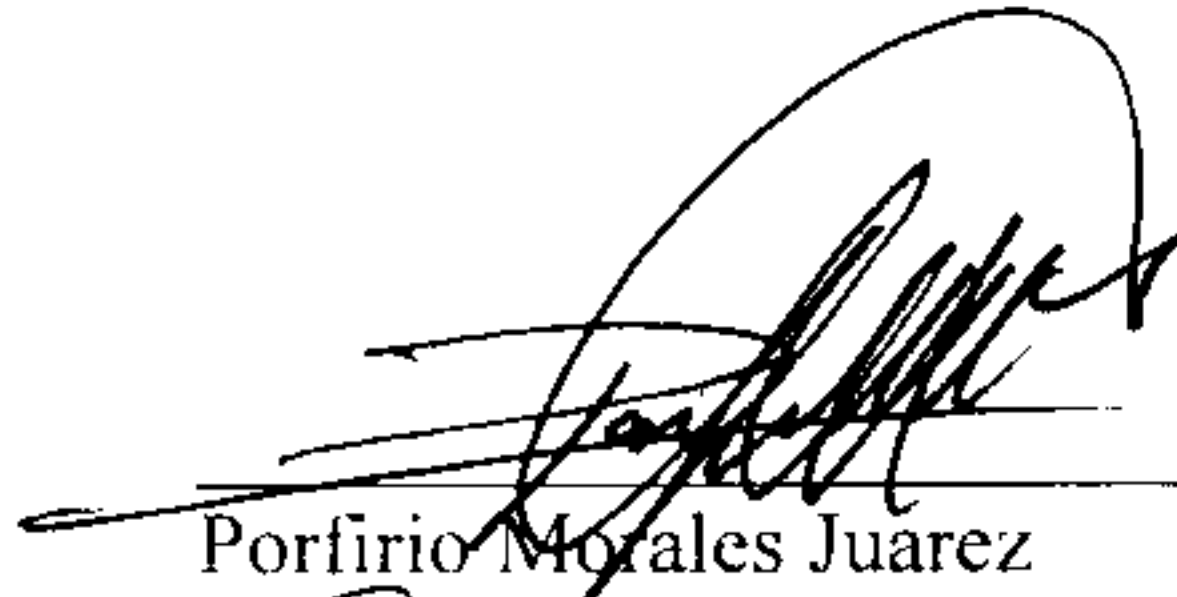
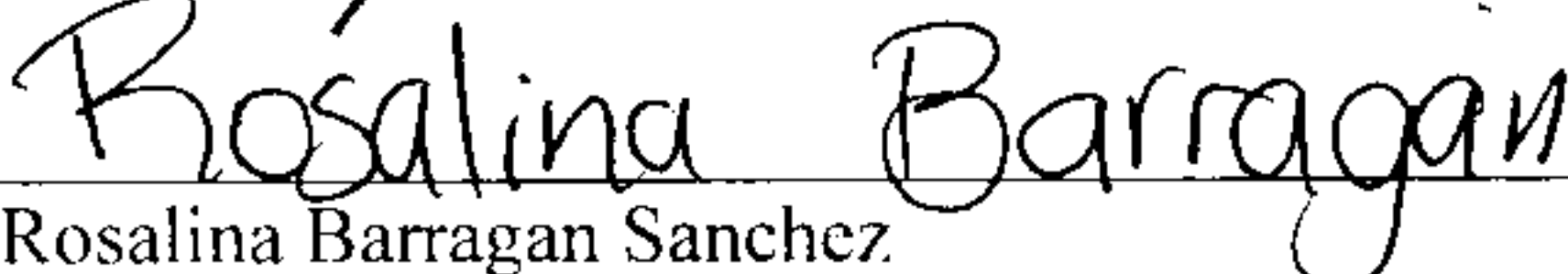
Now, the conditions of the above conveyances are such that if said mortgagors pay or cause to be paid the hereinbefore described note when the same falls due, then this conveyance is to cease and to be void; but should said mortgagors make default in the payment of said note in whole or in part at maturity, then the said mortgagees, their heirs or assigns, their agent or attorney, may take possession of said property and with or without possession, sell the same either on the premises or at the courthouse door of said county, at public outcry, to the highest bidder for cash, after having given 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, and apply the proceeds of such sale as follows: First, to the payment of all the costs and expenses incident to such sale and conveyances, including a reasonable attorney's fee; second, to the payment of what may be due on the hereinbefore described note; and the surplus, if any, to be turned over to said mortgagors or their legal representatives.

And in the event of sale of any of the hereinbefore described property, or any part thereof under the power of sale herein contained, the said mortgagees, their heirs or assigns, may be bidders for and purchasers of said property or any part thereof and in the event of any purchase by the said mortgagees or their heirs or assigns, at such sale, the agent or attorney making the sale is hereby authorized and empowered to execute to them a proper conveyance for the lands so purchased. And said mortgagors will for their heirs and assigns, covenant with the said mortgagees, their heirs and assigns, that they will warrant the titles so made, and forever defend them in the quiet and peaceful possession of the same, against the lawful claims of all persons whomsoever, and said mortgagors agree to pay all taxes or assessments, when imposed legally on said property.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the

11<sup>th</sup> day of December, 2017.

  
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Shelby Cnty Judge of Probate, AL  
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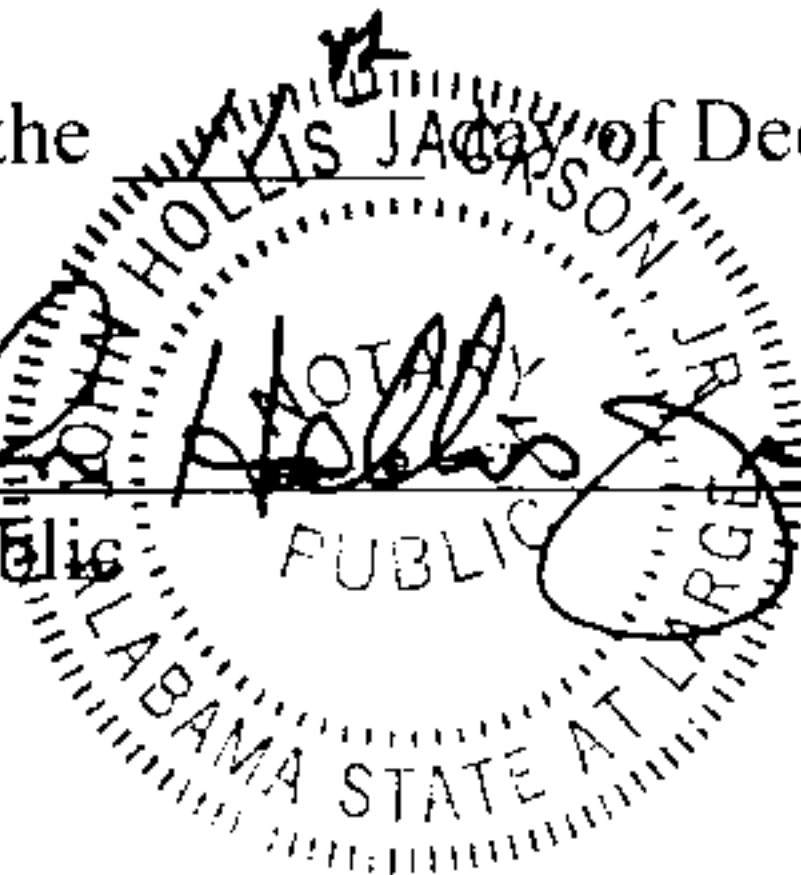
  
\_\_\_\_\_  
Porfirio Morales Juarez  
  
\_\_\_\_\_  
Rosalina Barragan Sanchez


STATE OF ALABAMA

CHILTON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Porfirio Morales Juarez and Rosalina Barragan Sanchez, 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 the 12th day of December, 2017.

  
Notary Public

  
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Shelby Cnty Judge of Probate. AL  
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