


THIS INSTRUMENT PREPARED BY:

Name: James F. Burford, III
Address: 1318 Alford Avenue, Suite 101
Birmingham, Alabama 35226


20180201000033660 1/3 \$223.50
Shelby Cnty Judge of Probate, AL
02/01/2018 10:54:08 AM FILED/CERT

MORTGAGE

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned REINEL BRITO AND WIFE YOLANDA FERNANDEZ are justly indebted to JUAN PABLO ARREOLA AND CANDACE K. ARREOLA in the sum of ONE HUNDRED THIRTY-FIVE THOUSAND and 00/100 Dollars (\$135,000.00 evidenced by promissory note bearing even date herewith 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, REINEL BRITO AND WIFE YOLANDA FERNANDEZ do, or does, hereby grant, bargain, sell and convey unto the said JUAN PABLO ARREOLA AND CADACE K. ARREOLA (hereinafter called Mortgagee) the following described real property situated in Shelby County, Alabama, to-wit:

DESCRIBED ON EXHIBIT A

THIS IS A PURCHASE MONEY MORTGAGE

All sums due under the note secured by this mortgage shall be at once due and payable upon the sale of any interest in the property described herein.

Said property is warranted free from all encumbrances and against any adverse claims.

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, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgage, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals of said policies, or any renewals 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 said Mortgagee has the option of insuring property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by the mortgage, and bear interest from the date of payment by said Mortgage, 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 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 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, on en masse, as Mortgagee may deem best, in front of the Courthouse 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 payment of any amounts that may have been expended, or that it may necessary then to expended in paying insurance, taxes, or other encumbrances, with interest thereon; Third, to 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 through 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 corporation named as a 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 successor and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 24 day of July, 2018.

CAUTION: YOU MUST THOROUGHLY READ THIS CONTRACT BEFORE SIGNING IT.

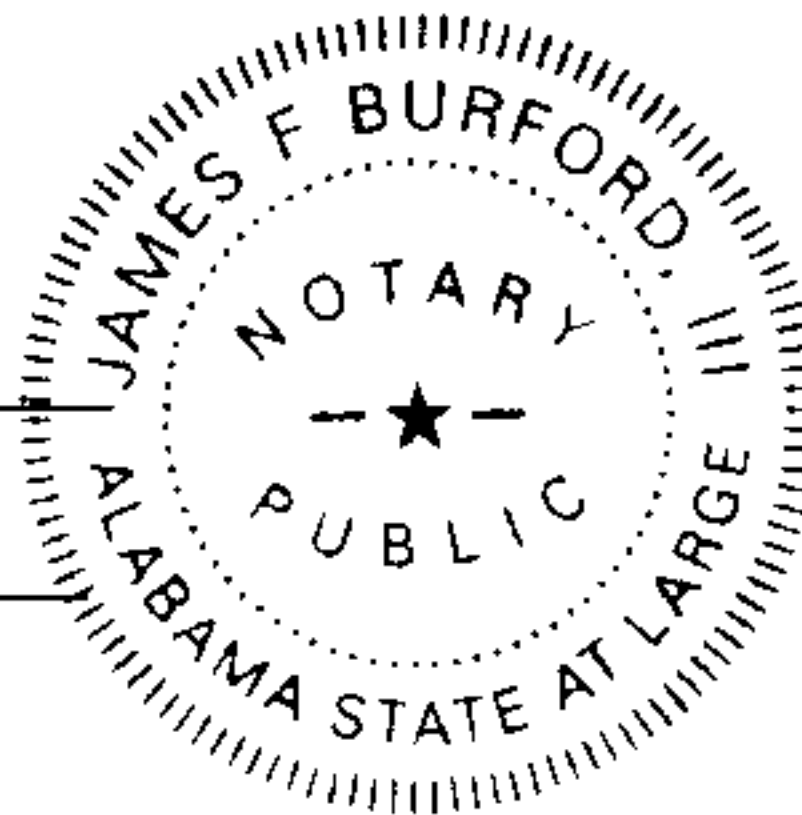
Reinel Brito
Reinel Brito
Yolanda Fernandez
Yolanda Fernandez

STATE OF ALABAMA)
Jeff COUNTY)

I, the undersigned, a Notary Public for the State of Alabama at Large do hereby certify that REINEL BRITO, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day that, being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24 day of July, 2018.

James F. Burford
Notary Public
My Commission Exp. 3.1.18

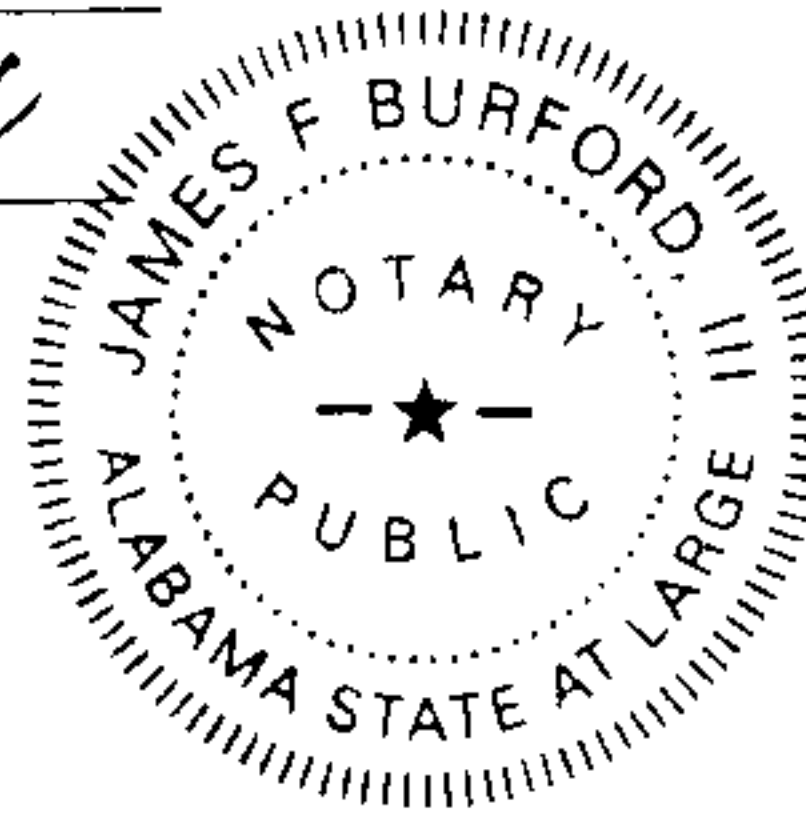


STATE OF ALABAMA)
Jeff COUNTY)

I, the undersigned, a Notary Public for the State of Alabama at Large do hereby certify that YOLANDA FERNANDEZ, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me this day that, being informed of the contents of said conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24 day of July, 2018.

James F. Burford
Notary Public
My Commission Exp. 3.1.18



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Agent File No.: A-00220

**SCHEDULE A
ALTA COMMITMENT
LEGAL DESCRIPTION**

A part of the SW 1/4 of the NE 1/4 and the SE 1/4 of the NE 1/4 of Section 5, Township 22 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the NW corner of the NE 1/4 of the NE 1/4 of Section 5, Township 22 South, Range 3 West, Shelby County, Alabama and run thence Southerly along the West line of the East 1/2 of the NE 1/4 of said Section 5, a distance of 2,638.52 feet to a point on the North line of Shelby County Highway Number 22; thence turn an angle of 82 degrees 10 minutes 19 seconds left and run Easterly along said right of way line a distance of 100.37 feet to the point of beginning of the property Parcel 4, being described; thence turn an angle of 97 degrees 49 minutes 41 seconds left and run Northerly a distance of 210.0 feet to a point; thence turn an angle of 84 degrees 29 minutes 34 seconds left and run Westerly a distance of 210.0 feet to a point; thence turn an angle of 84 degrees 29 minutes 34 seconds right and run Northerly a distance of 420.0 feet to a point; thence turn an angle of 84 degrees 29 minutes 34 seconds left and run Westerly a distance of 208.64 feet to a point; thence turn an angle of 95 degrees 30 minutes 26 seconds left and run Southerly a distance of 619.04 feet to a point on the North right of way line of said Highway 22; thence turn an angle of 86 degrees 02 minutes 17 seconds left and run Easterly along the North line of said Highway 22 a distance of 90.40 feet to a point; thence turn an angle of 3 degrees 51 minutes 58 seconds right and continue along said right of way line a distance of 329.60 feet to the point of beginning.

The following easement is reserved from the above described parcel of land:

A 20-foot easement for ingress and egress lying 10 feet either side of a centerline described as follows:

Commence at the NW corner of the NE 1/4 of the NE 1/4 of Section 5, Township 22 South, Range 3 West, Shelby County and run thence Southerly along the West line of the East 1/2 of the NE 1/4 of said Section 5, a distance of 2,638.52 feet to a point on the North line of Shelby Highway Number 22; thence turn an angle of 97 degrees 49 minutes 41 seconds right and run Westerly along said right of way a distance of 229.23 feet to a point; thence turn an angle of 3 degrees 51 minutes 58 seconds left and run Westerly along said right of way a distance of 90.40 feet to the point of beginning of the centerline of said 20-foot easement; thence turn an angle of 86 degrees 02 minutes 17 seconds right and run a distance of 619.04 feet to a point; thence turn an angle of 45 degrees to the right and run a distance of 230 feet, more or less, to the end of said centerline of said easement, which said point is on the West line of a parcel of land conveyed simultaneously herewith to James E. Alexander and wife, Mandy L. Alexander.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.