

This instrument is being re-recorded to correct the legal description.

This instrument was prepared by:
Michael T. Atchison, Attorney At Law
PO Box 822, Columbiana, AL 35051

I certify this to be a true and correct copy 
2/1/18 KHB
419
Probate Judge
Shelby County

MORTGAGE

STATE OF ALABAMA
COUNTY SHELBY


20171121000420470 1/4 \$219.00
Shelby Cnty Judge of Probate AL
11/21/2017 11:05:58 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Daniel Hidalgo, a married man

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

Carolyn Parks Armstrong and Robert H. Parks

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

in the sum of ONE HUNDRED THIRTY THOUSAND DOLLARS AND 00/100
(\$130,000.00) 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,

Daniel Hidalgo

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 THE 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


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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.

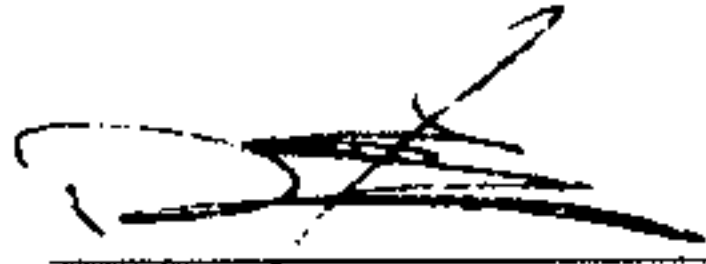


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IN WITNESS WHEREOF the undersigned, **Daniel Hidalgo**, have hereunto set their signatures and seals, this 17th day of November, 2017.

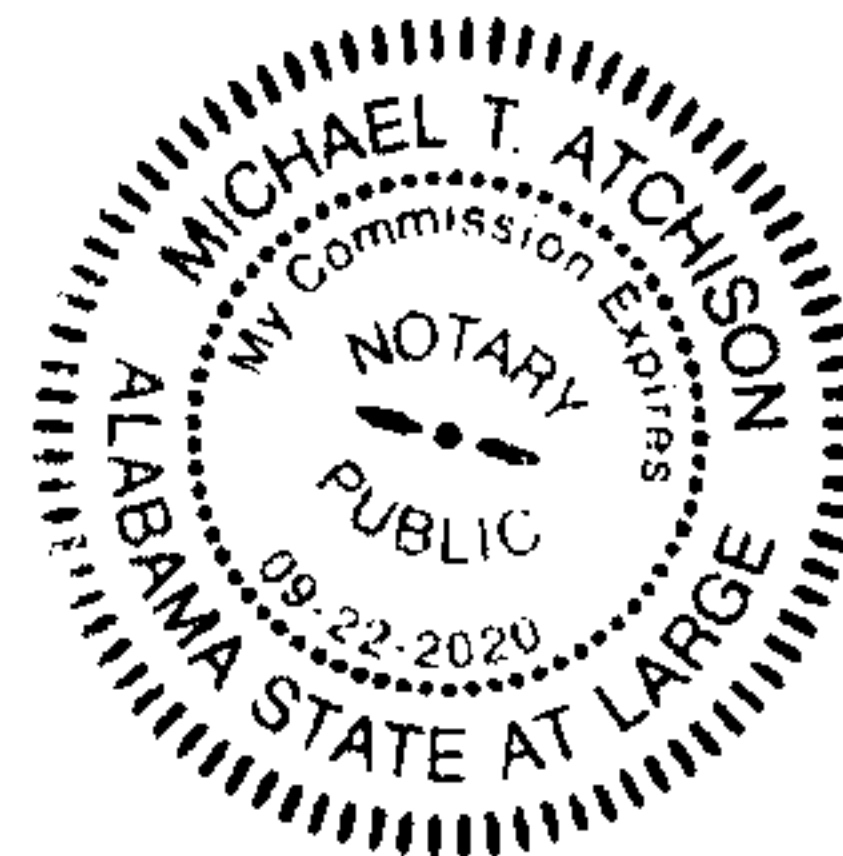


Daniel Hidalgo

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, Mike T. Atchison, a Notary Public in and for said County, in said State, hereby certify that, **Daniel Hidalgo**, whose name is 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 he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of November, 2017.


Notary Public
My commission expires: 9/22/2020

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EXHIBIT A – LEGAL DESCRIPTION

Commencing at the NE corner of Section 4, Township 24 North, Range 13 East and run thence South 8 degrees East a distance of 1067 feet along the East line of said Section 4 to the South right of way line of Alabama Highway No. 25; run thence South 62 degrees 44 minutes West, 320 feet; run thence North 27 degrees 16 minutes West a distance of 15 feet; run thence South 62 degrees 44 minutes West a distance of 246 feet; run thence along a curve of radius 2967.1 feet, concave Northwesterly, 114 feet to point of beginning; run thence South 10 degrees 10 minutes East a distance of 1318.6 feet to the South line of the SE 1/4 of NE 1/4 of said Section 4; run thence West along South line of said forty a distance of 708.65 feet; thence North 8 degrees West a distance of 1037.7 feet; run thence in a Northeasterly direction a distance of 700 feet along a curve of radius 2967.1 feet to point of beginning. However, there is excepted herefrom that certain land sold to Shelby County Broadcasting Company, Inc., a corporation, on July 29, 1957, as shown by deed recorded in Deed Book 189, Page 119, in the Probate Office of Shelby County, Alabama.

ALSO, LESS AND EXCEPT those certain property as conveyed in Deed Book 253, Page 863; Deed Book 284, Page 726; and Instrument #1992-19439, in Probate Office.

And

Commence at the point where the South line of Alabama Highway 25 crosses the West line of the East Half of the NE 1/4 of Section 4, Township 24, Range 13 East and run thence South along said forty acres line 150 feet; thence in an Easterly direction and parallel with said highway 150 feet; thence North and perpendicular to said highway 150 feet to the South line of said highway, which point is the Northeast corner of a lot heretofore conveyed to Shelby County Broadcasting Company, Inc., as shown by deed recorded in Deed Book 189 at page 119, Office of Judge of Probate of Shelby County, Alabama, which is the point of beginning of the parcel herein described; run thence South perpendicular to said highway, and along the East line of said Shelby County Broadcasting Company, Inc. lot and an extension thereof, a distance of 200 feet; thence run Easterly and parallel with said highway 150 feet; thence run North and perpendicular to said highway 200 feet to the South line of said highway; run thence Westerly along the South line of said highway 150 feet to the point of beginning.



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