

This Document was prepared by:

Van Property Development, LLC
1678 Montgomery HWY #104-333
Birmingham, AL 35216



20181211000431980 1/2 \$61.50
Shelby Cnty Judge of Probate, AL
12/11/2018 01:19:37 PM FILED/CERT

SEND TAX NOTICE TO:

Van Property Development, LLC
1678 Montgomery HWY #104-333
Birmingham, AL 35216

MORTGAGE

STATE OF ALABAMA
COUNTY OF SHELBY

Know All Men By These Presents, that whereas the undersigned, **Felipe Ferrer, as Trustee of the 818 Meriweather Drive Calera Trust**, being justly indebted to **VAN Property Development, LLC** for the sum of **Twenty Nine Thousand Dollars (\$ 29,000.00)** evidenced by ONE promissory note and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness 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, **Felipe Ferrer, as Trustee of the 818 Meriweather Drive Calera Trust**, (*hereafter called the Mortgagor*), does hereby grant, bargain, sell and convey unto the said **VAN Property Development, LLC** (*hereinafter called the Mortgagee*), the following described real property situated in SHELBY COUNTY, ALABAMA, to-wit:

Legal Description: Lot 29, according to the Survey of Meriweather, Sector 3, as recorded in Map Book 26 page 103, in the office of the Judge of Probate, Shelby County, Alabama; being situated in Shelby County, Alabama

Street address of the property: 818 Meriweather DR, Calera, AL 35040

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 losses 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 Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals of said policies, to said Mortgagee; and if undersigned fails to keep said property insured as above specified, or fails to deliver said insurance policies to said Mortgagee, then said Mortgagee has the option of insuring said property 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 this mortgage, and bear interest from the date of payment by said Mortgagee, 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 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 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and material men 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

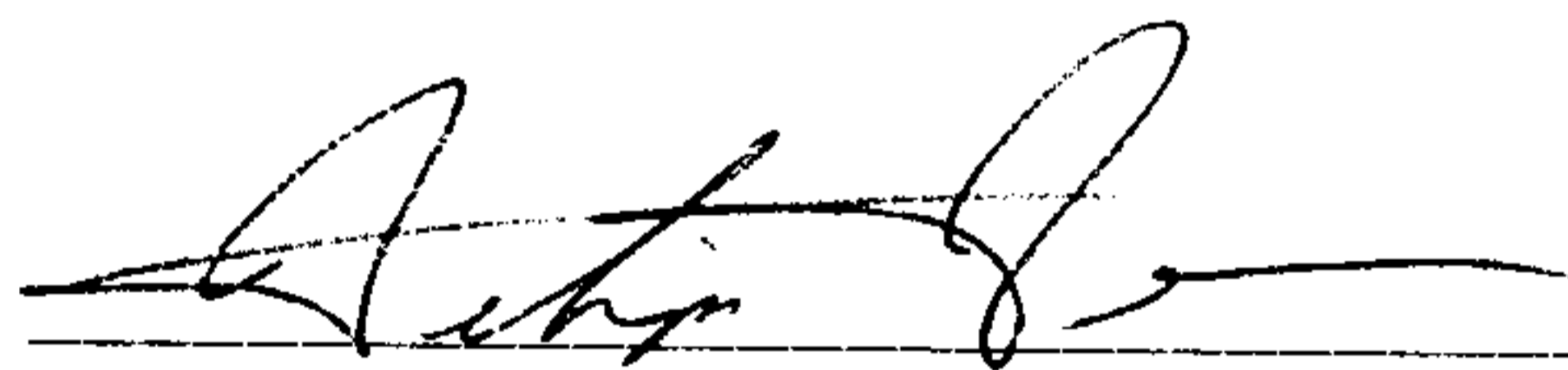
of the premises hereby conveyed and with or without first taking possession, after giving twenty-one days notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee, agents or assigns deem best, in front of the CourtHouse 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 said 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 encumbrance, 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 remainder, if any, to be turned over to the said Mortgagor and the undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefore, as though 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 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, agents, and assigns of said Mortgagee, or to the successors, agents, and assigns of said Mortgagee, if a corporation.

This is a second mortgage which is subordinated to that certain first mortgage executed of even date herewith, this mortgage shall remain junior to said first mortgage so long as first mortgage remains unsatisfied, even if said first mortgage is discounted or sold to a different Mortgagee.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 11th day of December, 2018..



Felipe Ferrer, As Trustee

Dec 11, 2018

Date



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GENERAL ACKNOWLEDGMENT

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Felipe Ferrer, whose name 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 the said instrument, he, as such Trustee and with full authority, executed the same voluntarily for and as the act of said Trust.

Sworn to and subscribed before me this 11th day of December, 2018.

Tori Michelle Nix
Notary Public

My Commission Expires 9/15/21

