

**STATE OF ALABAMA)
COUNTY OF SHELBY)**

Send Tax Notices to:
Eulalio Pena Orozco, and
Yamileth Asmat Salih
166 Cheshire Drive,
Westover, AL 35147

PURCHASE MONEY MORTGAGE

This Mortgage Indenture made to be effective, on the 1st day of February, 2018, between of **Eulalio Pena Orozco and Yamileth Asmat Salih**, a common law married couple, **166 Cheshire Road, Westover, AL 35147-4116**, herein referred to as "Mortgagor," and **Roger D. Rader and Linda C. Rader** a married couple, herein referred to as "Mortgagee."

WITNESSETH:

WHEREAS, Mortgagor is just indebted to Mortgagee in the principal sum of One-Hundred-Ten-Thousand & 00/100 Dollars (\$110,000.00 Dollars), being the full value of the subject parcel, as evidenced by a Promissory Note bearing the same date as this Mortgage, payable in equal monthly installments of \$814.00 at 4% annual rate of interest commencing February 1, 2018.

NOW, THEREFORE, MORTGAGOR, in consideration of the premises herein and to secure the payment of the indebtedness and the compliance with all the stipulations herein contained, has bargained and sold, and does hereby grant, bargain, sell, assign, and convey unto Mortgagee, its successors and assigns, the following-described real estate situated in the County of Shelby, State of Alabama the described real property situated in Shelby, Alabama, to-wit:

Commencing at the SW corner of Section 23, Township 19 South, Range 1 East, Shelby County Alabama; Thence North 88° 47' 42" East along the South Line of Section 23 for 2042.00'; thence North 0° 35' 42" East 613.11' to a 1/2" rebar; thence North 30° 08' 46" East along the Easterly Right-Of-Way Line of Cheshire Road 116.18' to a 5/8" rebar at the POINT OF BEGINNING; thence continue North 30° 08' 45" East along said line 450.16' to a 5/8" rebar; thence South 0° 05' 24" West 403.55' to a 1/2" rebar; thence North 86° 22' 40" West 403.55" to a 1/2" rebar; thence North 88° 22' 40" West 225.89' to the POINT OF BEGINNING; SAID PARCEL CONTAINING 1.04 Acres more or less.

Together with all the rights, privileges, tenements, and appurtenances thereunto belonging or in any way appertaining, and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following-described household appliances that are and shall deemed to be fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned.

To have and to hold the premises and any part thereof, unto Mortgagee, its successors and assigns forever.

SECTION ONE COVENANT OF TITLE

Mortgagor covenants with mortgagee that mortgagor is lawfully seized in fee simple of the premises and has a good right to sell and convey the same; that the premises are free of all encumbrances, and that mortgagor will warrant and forever defend the title to the same unto mortgagee, its successors and assigns against the lawful claims of all persons whoever.

SECTION TWO PAYMENT OF TAXES AND INSURANCE

For the purpose of further securing the payment of the indebtedness herein mentioned, Mortgagor hereby agrees to pay all taxes, assessments, or other liens taking priority over this Mortgage, when imposed legally on the premises, and if default is made in the payment of the same or any part thereof, Mortgagee at its option, may pay the same.

To further secure the indebtedness herein mentioned, and every portion thereof, Mortgagor agrees to keep the property continuously insured against loss from fire, tornado, as available through an extended coverage and liability policy as is covered in a standard homeowner's insurance policy form and in such companies as may be satisfactory to Mortgagee, for at least One-Hundred-Ten thousand & 00/100 Dollars (\$110,000.00 Dollars) or the replacement cost, whichever is greater, with loss, if any, payable to Mortgagee as its interest may appear; and if Mortgagor fails to keep the property insured as specified above, then Mortgagee may, at its option, insure the property for its insurable value against loss by fire and tornado, for its own benefit, the proceeds from such insurance, if collected, to be credited on the indebtedness secured by this Mortgage, less the cost of collecting the same, or, at the election of Mortgagee, may be used in repairing or reconstructing the premises; all amounts so expended by Mortgagee for insurance, or for the payment of taxes, assessments, or any other prior liens, shall become a debt to and at once payable, without demand on or notice to any person, to Mortgagee, in addition to the indebtedness hereby specially secured, shall be secured by the lien of this Mortgage, and shall bear interest from date of payment by Mortgagee, and at the election of the Mortgagee, and without notice to any person, Mortgagee may declare the entire indebtedness secured by this Mortgage due and payable, and this Mortgage subject to foreclosure, and the same may be foreclosed, as herein provided.

SECTION THREE CARE OF PREMISES

Mortgagor agrees to take good care of the premises described herein above, and not to commit or permit any waste thereon, and to keep the same repaired, and at all

times to maintain the same in as good condition as they now are, reasonable wear and tear excepted.

SECTION FOUR FORBEARANCE NOT A WAIVER

Mortgagor agrees that no delay or failure of Mortgagee to exercise any option to declare the maturity of any debts secured by this Mortgage shall be taken or deemed as a waiver of its right to exercise such option, or to declare such forfeiture, either as to any past or present default.

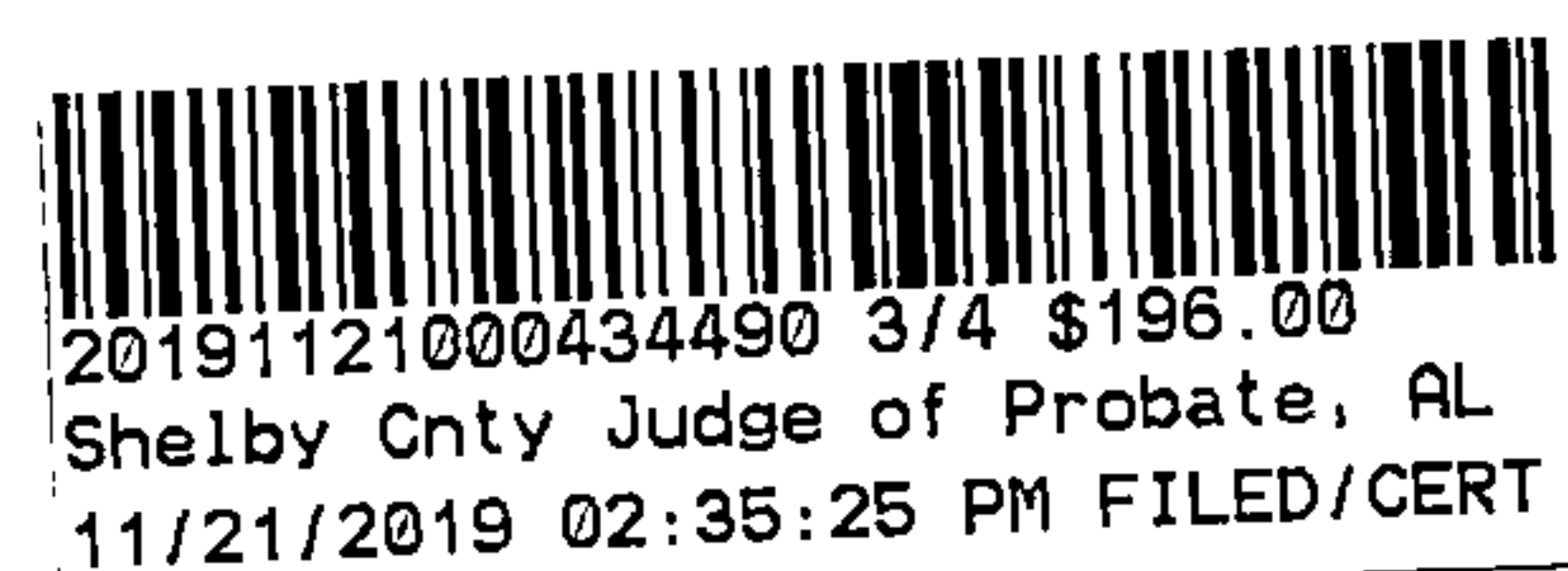
No terms or conditions contained in this Mortgage can be waived, altered, or changed except as evidenced in writing, signed by Mortgagor and by and by Mortgagee.

SECTION FIVE RENTS, ISSUES, AND PROFITS

After any default on the part of the Mortgagor, Mortgagee shall, the proper legal proceedings, commenced for the foreclosure of this Mortgage, be entitled, as a matter of right, to the appointment by any competent court or tribunal, with proper legal notice to any necessary party, of control the premises by Mortgagee, and with such other powers as may be deemed necessary and legal subject to the Mortgagor's Statutory Right of Redemption pursuant to the laws of the State of Alabama..

SECTION SIX CONSEQUENCES OF DEFAULT

On condition, however, that if Mortgagor pays the Note and any renewals or extensions thereof and all other indebtedness secured by this Mortgage, and reimburses Mortgagee for any amount it may have expended in payment deficiency in the amount of such aggregate monthly payment shall, unless made good by Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. Mortgagee shall not be liable for interest on such sums collected and held by it. If the total payments made by mortgagor under this Section exceed the amount of payments actually made by Mortgagee for taxes, assessments, and insurance premiums, such excess shall be credited by Mortgagee on subsequent payments to be made by Mortgagor. If, however, the monthly payments made by Mortgagor under this Section are not sufficient to pay taxes, assessments, and insurance premiums when the same became due and payable, then Mortgagor will pay to Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such taxes, assessments, or insurance premiums shall be due. If Mortgagor tenders to Mortgagee, in accordance with the provisions of the Note secured hereby, full payment of the entire indebtedness evidenced by the Note, Mortgagee shall, in computing the amount of such indebtedness, credit to the account of Mortgagor any balance remaining in the funds accumulated and held by Mortgagee under the provisions of this Section. If there is a default under any of the provisions of this Mortgage resulting in a public sale of the premises covered hereby, or if Mortgagee acquires the property otherwise after default, Mortgagee shall apply, at the time of commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated



under this Section as a credit against the amount of principal then remaining unpaid under the Note.

In witness whereof, the undersigned have hereunto set their hands the day and year first above written.

MORTGAGORS:

Eulalio Peña Orozco
EULALIO PENA OROZCO

Yamileth Asmat Salih
YAMILETH ASMAT SALIH

ACKNOWLEDGMENT

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

Before me, the undersigned, a Notary Public for said County, in said State, hereby certify that **Eulalio Pena Orozco and Yamileth Asmat Salih**, 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 voluntarily executed same on this the day the same bears date.

Given under my hand and official seal this 1st day of February, 2018.

[Signature]
NOTARY PUBLIC
My Commission expires 11/20/21

PREPARED BY:
DONALD N. GUTHRIE,
ATTORNEY AT LAW
P.O. Box 43521
Vestavia, AL 35243

