### **MORTGAGE**

# STATE OF ALABAMA

# COUNTY OF SHELBY

### KNOW ALL MEN BY THESE PRESENTS:

That Whereas, Cornerstone Invest, LLC, (hereinafter called "Mortgagor",) is justly indebted to Jeffrey Riebesell, whose address is 1820 Peachtree Street NW, Unit 1614, Atlanta GA 30309, AL 35209, (hereinafter called "Mortgagee") in the sum of Seventy Five Thousand Dollars and 00/100 (\$75,000.00), evidence by one promissory note of even date herewith more particularly describing the terms and conditions therein.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that the mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagor, and all others executing this mortgage, do hereby grant, bargain, seller and convey unto the Mortgagee the following described real estate situated in Jefferson County, State of Alabama, to wit:

COMMENCE AT THE NORTHEAST CORNER OF THE SE ¼ OF THE NE ¼ OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 2 EAST; THENCE PROCEED SOUTH ALONG THE EAST BOUNDARY OF SAID ¼- ¼ SECTION FOR A DISTANCE OF 210.0 FEET TO THE POINT OF BEGINNING. FROM THIS BEGINNING POINT CONTINUE SOUTH ALONG THE EAST BOUNDARY OF SAID ¼- ¼ SECTION FOR A DISTANCE OF 105.0 FEET; THENCE TURN AN ANGLE OF 88 DEGREES, 50 MINUTES TO THE RIGHT AND PROCEED WEST FOR A DISTANCE OF 210.0 FEET; THENCE TURN AN ANGLE OF 91 DEGREES 10 MINUTES TO THE RIGHT AND PROCEED NORTH FOR A DISTANCE OF 105.0 FEET; THENCE TURN AN ANGLE OF 88 DEGREES 50 MINUTES TO THE RIGHT AND PROCEED EAST FOR A DISTANCE OF 210.0 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED LAND IS LOACATED IN THE SE ¼ OF THE NE ¼ OF SECTION 15, TOWNSHIP 19 SOUTH, RANGE 2 EAST, SHELBY COUNTY, ALABAMA.

#### Also known as 333 College Street, Vincent, AL 35178

Subject to existing easements, restrictions, set back lines, rights of way, limitation, if any, of record.

THIS IS A PURCHASE MONEY MORTGAGE, the proceeds of the underlying loan having been applied on the purchase price of the property described herein and conveyed by deed to the mortgagors and recorded simultaneously herewith.

This mortgage is not assumable. Said underlying promissory note is due and payable in full upon the sale or transfer of the property described herein. "Sale or Transfer" includes but is not limited to attempted wrap-around mortgages, contracts for sale, or any other agreement providing for an immediate equitable transfer with a later full legal transfer, also including any lease-sales or leases which provide for an option to purchase.

The mortgagor herein agrees to provide paid receipts within 15 days of dues date of annual taxes and insurance to mortgagee herein; failure to do so shall be a default as defined herein with the same rights accruing to mortgagee. So long as the mortgagor herein provides said receipts, mortgagee will waive any escrows requirements.

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 tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgage, 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 one 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 any sum expended by the said Mortgagee or assigns, 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 incumbrance thereon, so as to endanger the debt by 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, please and terms of sale by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in from 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 thereof; 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 therefore; 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.

IN WITNESS WHEREOF, the undersigned have hereunto set their signature and seal, this the \_\_\_\_\_\_day of December, 2019.

Cornerstone Invest, LLC

By:

Michael Bryant, Member

Notary Public

State of Alabama

County of Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael Bryant, whose name as Member of Cornerstone Invest, LLC, 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 instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my and this the \_\_\_\_\_\_day of December, 2019.

My Commission Expires:

MW, 4, 2025

Filed and Recorded Official Public Records Judge of Probate, Shelby County Alabama, County Clerk Shelby County, AL 12/06/2019 07:59:59 AM

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