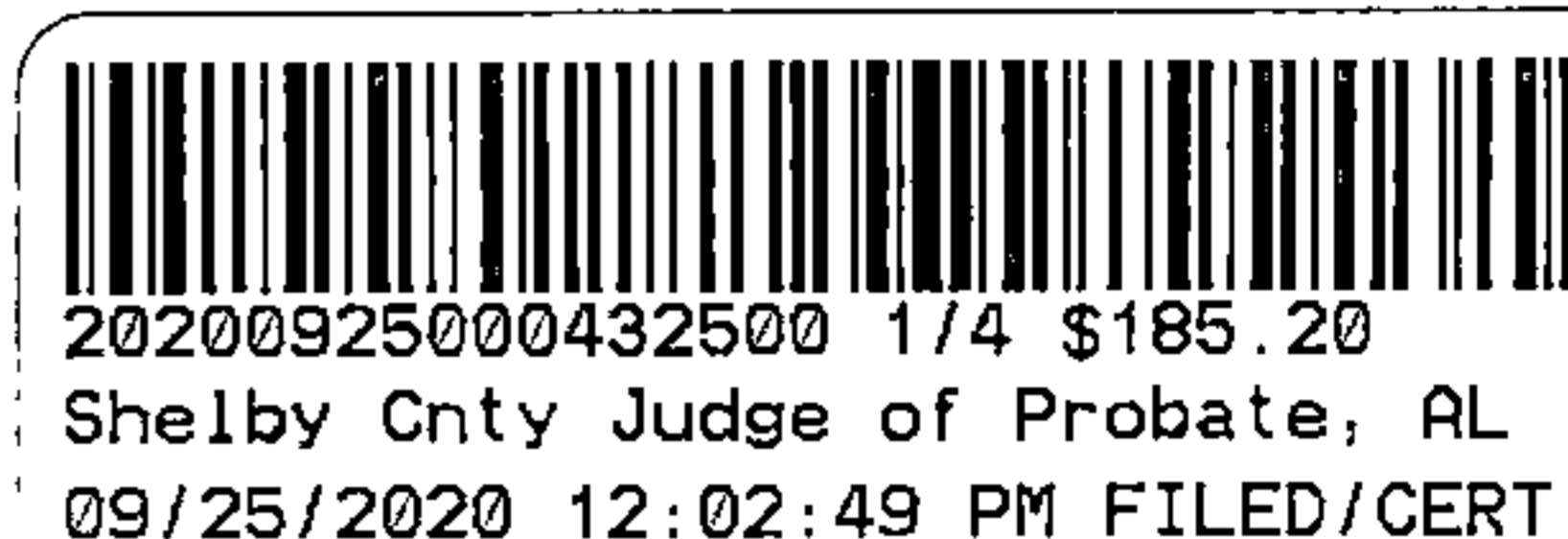


STATE OF ALABAMA )  
COUNTY OF SHELBY )

**THIS INSTRUMENT PREPARED BY:**  
**Ellis, Head, Owens, Justice & Arnold**  
P O Box 587  
Columbiana, AL 35051

**PURCHASE MONEY MORTGAGE**



**KNOW ALL MEN BY THESE PRESENTS, THAT**

**WHEREAS**, the undersigned Sostenes Martinez, an unmarried man, is justly indebted to Jeffrey L. Hamner in the sum of One Hundred Two Thousand Eight Hundred and NO/100 Dollars (\$102,800.00) (the "Indebtedness") evidenced by a promissory note of even date, and

**WHEREAS**, it is desired by the undersigned to secure the prompt payment of the Indebtedness with interest.

**NOW, THEREFORE**, in consideration of the Indebtedness, and to secure the prompt payment thereof at maturity, the undersigned Sostenes (hereafter, the "Mortgagors"), does hereby grant, bargain, sell and convey unto the said Jeffrey L. Hamner (hereinafter, the "Mortgagee"), the following described real property (the "Property") situated in Shelby County, Alabama, to-wit:

**Legal Description attached hereto as Exhibit A**

Subject to taxes for 2020 and subsequent years, payment for which will be escrowed and included in Mortgagor's monthly payments to Mortgagee.

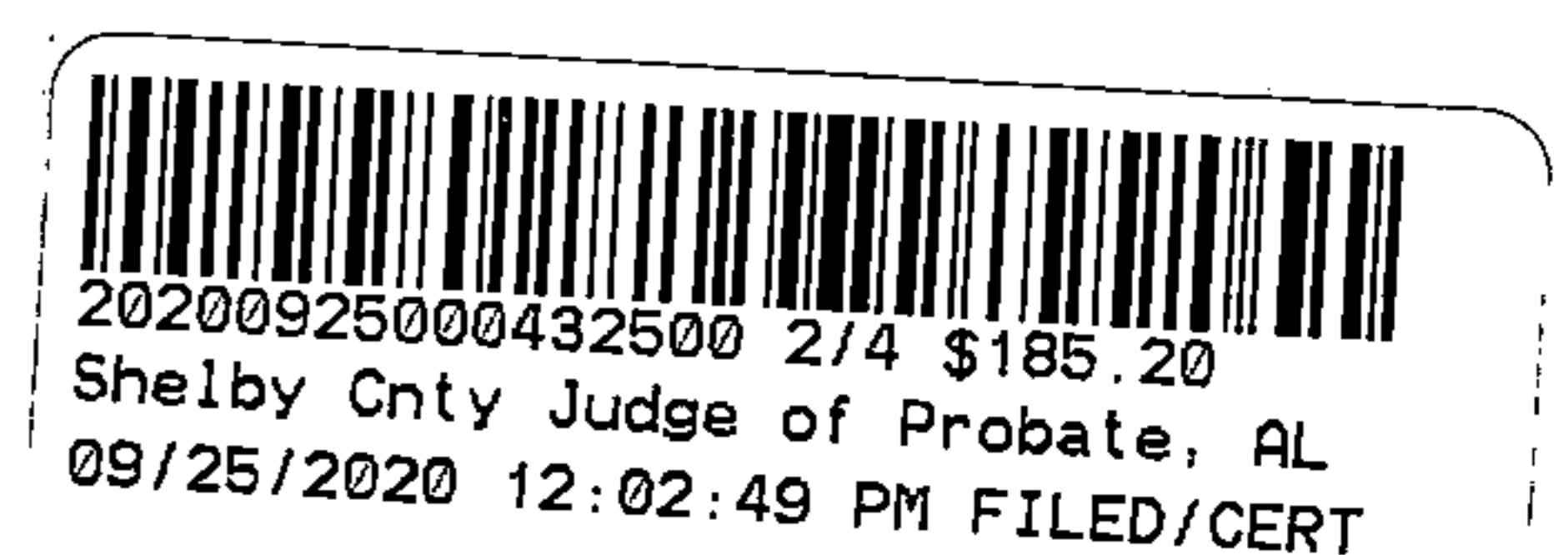
The proceeds of this loan have been applied toward the purchase price of the Property described above conveyed to Mortgagor simultaneously herewith.

THIS PROPERTY CONSTITUTES NO PART OF THE HOMESTEAD OF MORTGAGORS OR THEIR RESPECTIVE SPOUSE.

**TO HAVE AND TO HOLD** the above granted premises unto the Mortgagee forever; and for the purpose of further securing the payment of the Indebtedness, the undersigned agrees to pay all taxes, or assessments, when legally imposed upon the Property, and should default be made in the payment of taxes or assessments, the Mortgagee has the option of paying off them; and to further secure the Indebtedness, the undersigned agrees to keep the improvements on the 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 the Mortgagee, as the interest of the Mortgagee may appear, and promptly to deliver the policies, or any renewals of the policies, to the Mortgagee; and if the undersigned fails to keep the Property insured as above specified, or fails to deliver the insurance policies to the Mortgagee, then the Mortgagee has the option of insuring the Property for the reasonable insurable value for the benefit of the Mortgagee, the policy, if collected, to be credited on the Indebtedness, less cost of collecting same; all amounts so expended by the Mortgagee for taxes, assessments or insurance, shall become a debt to the Mortgagee, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from the date of payment by the

Mortgagee, and be at once due and payable. Further, Mortgagor is expressly prohibited from harvesting timber, clearcutting, or otherwise committing any type of waste upon the subject property until such time as the mortgage is paid in full.

Upon condition, however, that if the Mortgagor pays the Indebtedness, and reimburses the 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 the payment of any sum expended by the Mortgagee, or should the Indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of the Mortgagee in the 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 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 the 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 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 Shelby County, Alabama, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in Shelby County, 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 be necessary then to expend in paying insurance, taxes, or other encumbrances, with interest thereon; third, to the payment of the Indebtedness in full, whether or not it shall have fully matured, at the date of the sale, but no interest shall be collected beyond the day of sale; and fourth, the remainder, if any, to be turned over to the Mortgagor; and the undersigned further agrees that the Mortgagee may bid at said sale and purchase the Property, if the highest bidder therefore, 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 the undersigned further agrees to pay a reasonable attorney's fee to the Mortgagee 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.

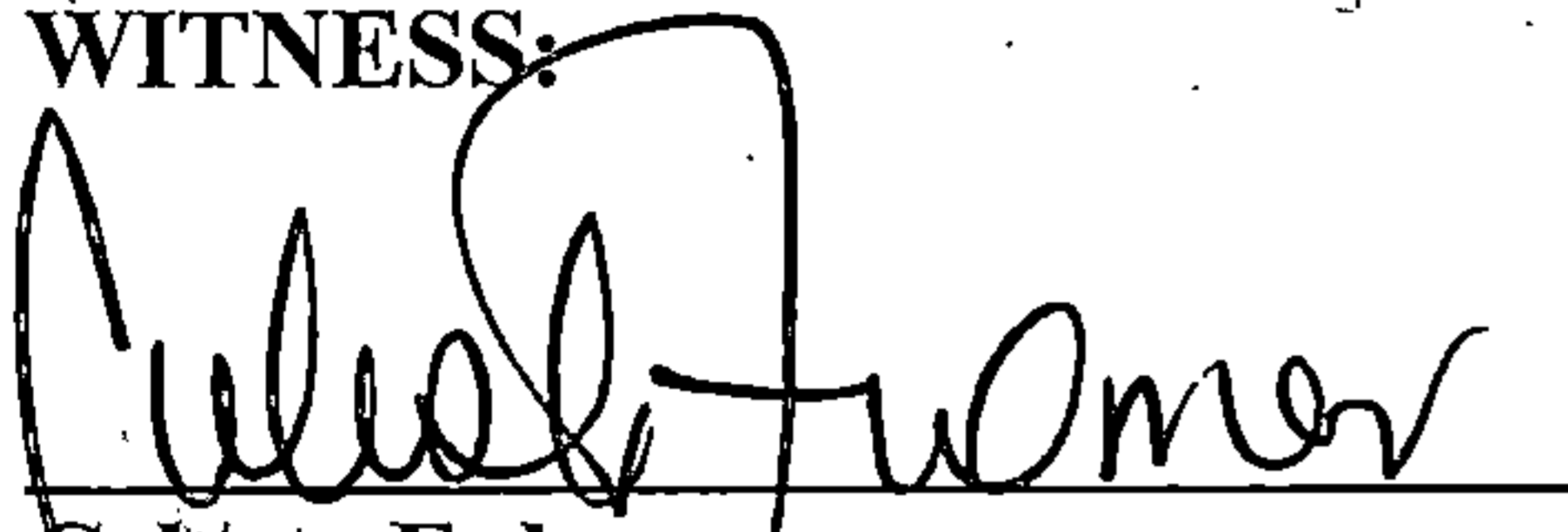



It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the persons named as grantees in the granting clause herein.

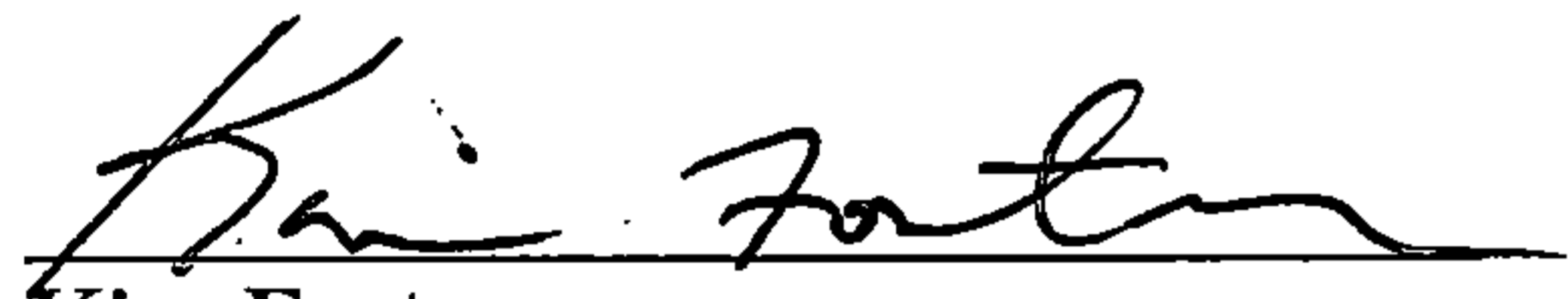
Any estate or interest herein conveyed to the Mortgagee, or any right or power granted to the Mortgagee in or by this mortgage, is hereby expressly conveyed and granted to the heirs, and agents, and assigns of the Mortgagee.

IN WITNESS WHEREOF, the undersigned Celeste Fulmer and Kim Foster, have hereunto set their signature and seal, this 25<sup>th</sup> day of September, 2020.

WITNESS:

  
Celeste Fulmer

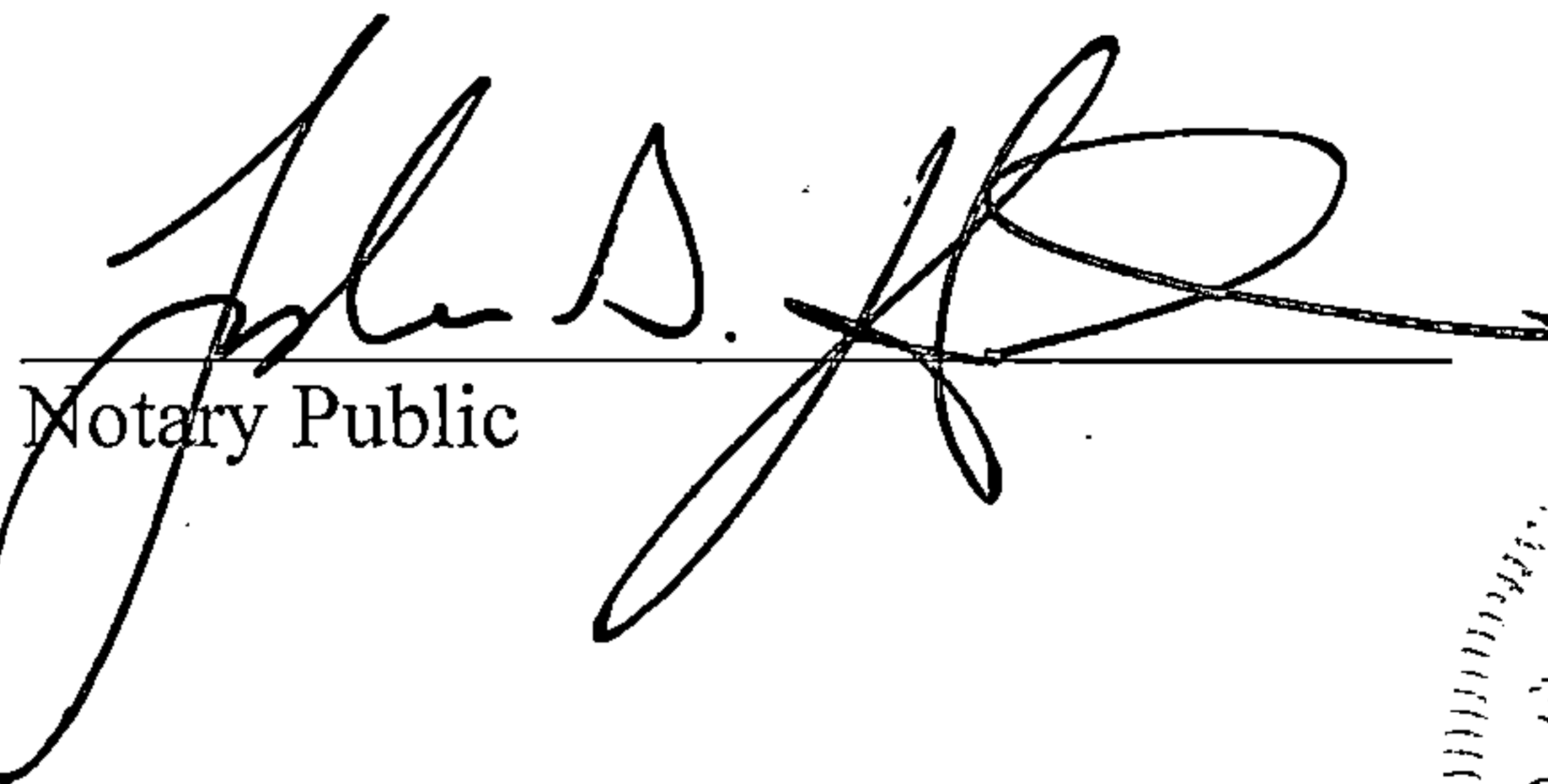
  
Sostenes Martinez

  
Kim Foster

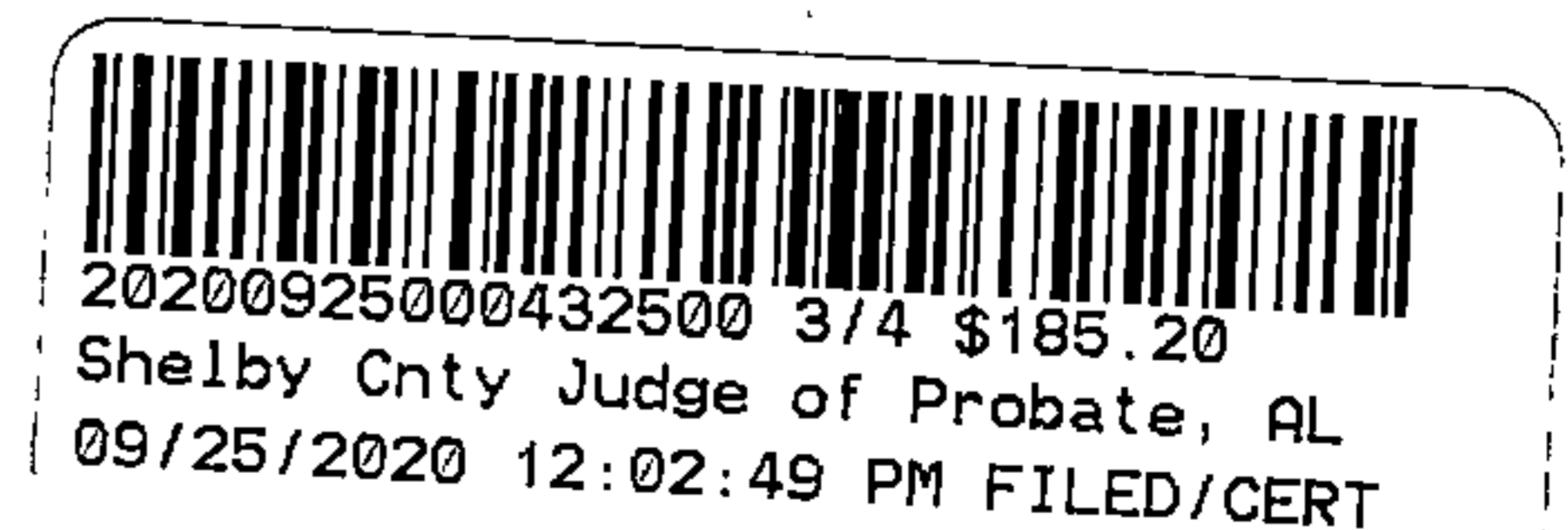
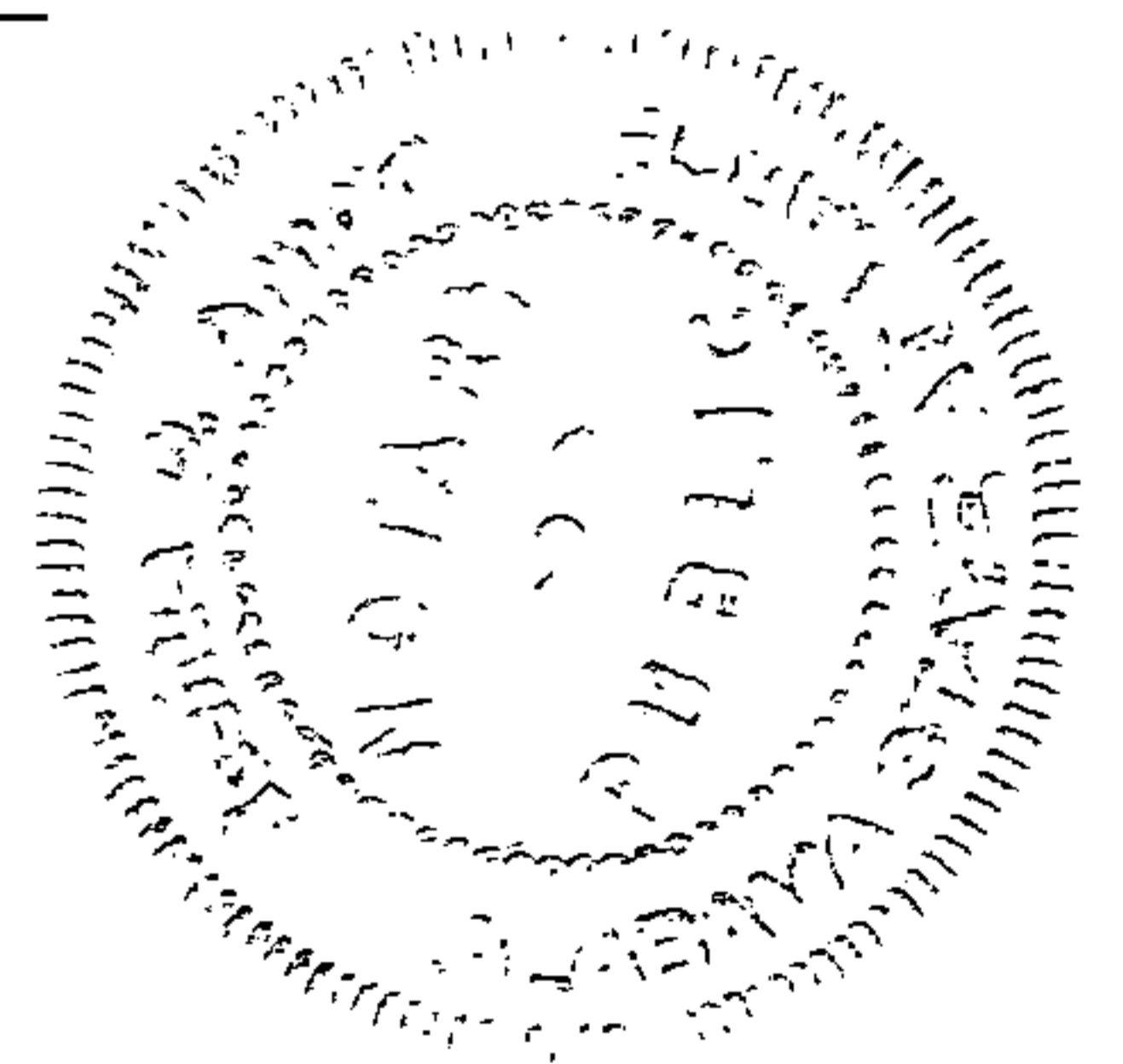
STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned a Notary Public in and for said County, in said State, hereby certify that Sostenes Martinez, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 25<sup>th</sup> day of September, 2020.

  
Notary Public

My Commission Expires: 01-22-2023



## EXHIBIT A

All that part of the SE ¼ of the NW ¼ of Section 31, Township 20 South, Range 2 East, Shelby County, Alabama, lying Southwest of railroad right of way located on the property of Southern Electric Generating Company, as described in Real Book 289, Pages 398-400, in the Probate Office of Shelby County, Alabama, and also lying NW of Alabama State Highway #25.

LESS AND EXCEPT that portion owned by Southern Electric Generating Company as shown in deed recorded in Book 278, Pages 105-107, in Probate Office of Shelby County, Alabama.

LESS AND EXCEPT that portion owned by Nathan S. Stamps, as shown in deed recorded in Instrument #1996-03482, in Probate Office of Shelby County, Alabama.

Together with the right to use that certain 50-foot access easement, located in a portion of the South ½ of the Northwest ¼ of Section 31, Fractional Township 20 South, Range 2 East, and in a portion of the Southeast ¼ of the Northeast ¼ of Section 36, Township 20 South, Range 1 East, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 31, Fractional Township 20 South, Range 02 East, marked by a found 1 1/4 inch solid iron; thence North 89°35'47" West a distance of 301.46 feet along the South line of the Southeast 1/4 of the Northeast 1/4 of Section 36, Township 20 South, Range 01 East to a point on the easterly right-of-way line of Shelby County Road #61-N. Main Street (having an 80 foot right-of-way), marked by a found 1 1/4 inch solid iron; thence North 02°24'27" West a distance of 52.03 feet along the easterly right-of-way line of said road to a point in the centerline of an existing gravel road; said point also being the Point of Beginning of a survey line used to describe the said strip of land, for access easement, hereinafter described; therefrom, the access easement is 50 feet in width and lies 20 feet southerly (right) and 30 feet northerly (left) of said survey line, and the continuations thereof, which begins at such point of beginning; thence continue along the centerline of said gravel road the following chord bearings and chord distances:

North 76°32'22" East a distance of 53.30 feet to a point;  
North 68°52'51" East a distance of 150.88 feet to a point;  
North 76°57'56" East a distance of 67.09 feet to a point;  
North 89°40'02" East a distance of 93.46 feet to a point;  
South 88°34'00" East a distance of 83.29 feet to a point;  
South 79°02'47" East a distance of 72.71 feet to a point;  
South 70°11'20" East a distance of 162.90 feet to a point;  
South 81°43'52" East a distance of 38.19 feet to a point;  
North 83°46'46" East a distance of 52.30 feet to a point;  
North 89°01'02" East a distance of 60.54 feet to a point;  
South 79°24'11" East a distance of 66.62 feet to a point;  
South 78°21'26" East a distance of 50.33 feet to a point;  
South 83°42'02" East a distance of 59.65 feet to a point;  
South 79°20'07" East a distance of 67.18 feet to a point;  
North 87°14'23" East a distance of 58.52 feet to a point;  
North 86°07'34" East a distance of 71.15 feet to a point;  
South 85°25'20" East a distance of 125.97 feet to a point;  
North 79°42'27" East a distance of 102.85 feet to a point;  
North 87°39'16" East a distance of 46.65 feet to a point;  
South 81°43'37" East a distance of 100.45 feet to a point;  
South 84°19'42" East a distance of 72.39 feet to a point;  
South 85°49'46" East a distance of 71.80 feet to a point;  
South 89°07'23" East a distance of 111.46 feet to a point;  
South 84°58'40" East a distance of 53.71 feet

to a point, said point being the ending of said strip of land, for access easement herein described.

Said strip of land, for access easement, containing 2.18 acres, more or less.

All bearings based on Alabama State Plane West Zone Grid North.

Situated, lying, and being in Shelby County, Alabama.

## AND

A parcel of land in the SE 1/4 of the NW 1/4 of Section 31, Township 20 South, Range 2 East, Shelby County, Alabama, described as follows:

Commence at the Southeast corner of the SE 1/4 of the NW 1/4 of Section 31, Township 20 South, Range 2 East, Shelby County, Alabama and run thence westerly along the South line of said 1/4-1/4 section a distance of 112.76 feet to a point on the West right of way line of Alabama Highway No. 25 and the point of beginning of the property being described; thence continue along last described course a distance of 97.24 feet to a point; thence turn a deflection angle of 89 degrees 43 minutes 29 seconds right and run northerly a distance of 105.00 feet to a point; thence turn a deflection angle of 90 degrees 16 minutes 23 seconds right and run easterly a distance of 178.76 feet to a point on the same said westerly right of way line of said Highway No. 25; thence turn a deflection angle of 127 degrees 39 minutes 17 seconds right and run southwesterly along said right of way line a distance of 132.62 feet to the point of beginning; being situated in Shelby County, Alabama.



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Shelby Cnty Judge of Probate, AL  
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