

**PURCHASE MONEY MORTGAGE**

STATE OF ALABAMA }  
COUNTY OF SHELBY }

THIS INDENTURE, made and entered into on this, the <sup>20th</sup> 16<sup>th</sup> day of July, 2021, by and between AGUSTIN MOLINA and LUIS MOLINA, hereinafter called Mortgagors; and RAJPARI, INC., hereinafter called the Mortgagee;

WITNESEETH: That, WHEREAS, the said, AGUSTIN MOLINA, and LUIS MOLINA are justly indebted to the Mortgagee in the sum of one hundred and twenty thousand and No/100 (\$120,000.00) Dollars evidenced as follows, to wit:

One promissory note of even date in the principal amount of \$120,000.00, which money was used in the purchase of the property described herein, and being due and payable in accordance with the terms of said note, with final payment due after twenty years on September 1, 2041.

NOW THEREFORE, IN CONSIDERATION of said indebtedness and any other indebtedness arising hereunder and in order to secure the same, and any other indebtedness now or hereafter owing to the Mortgagee by said Mortgagors, the Mortgagors do hereby grant, bargain, sell and convey unto Mortgagee the following described property, to wit:

A store, including gasoline tanks and pumps and drive-up apron, and lot at 10605 Hwy 31, Calera, AL 35040, as set out in a survey of Robert C. Farmer, Ala Reg #14720, dated 17 July 2002 (based on a prior survey by R C Farmer dated 17 February 1988) and marked as all of Lot 6 and part of Lot 5, Block 32, according to a map of S Calera, AL as recorded in the Judge of Probate Office of Shelby County Alabama at Map Book 3, Page 40; more particularly described as:

Lot 6 and the S 75 feet of Lot 5 and a parcel of land lying in the NW Corner of the N 25 feet of Lot 5 and being more particularly described as follows:

Begin at the NW corner of Lot 5 as recorded in Map Book 3, Page 40 in the Shelby County Alabama Probate Office: thence run S along the E right of way line of US Highway 31 (60 feet right of way) said right way being in a curve to the right having a radius of 18,666.4 feet, a delta of 00°04'36" and a chord of 25 feet; run thence along said curve and right of way an arc distance of 25 feet; thence turn an interior angle to the right of 88°19'02" from chord and run E 31.51 feet; thence turn an interior angle to the right of 39°05'05" and run NW 39.65 feet to the point of beginning.

Also a common easement for ingress and egress being more particularly described as follows:

Begin at the NW corner of Lot 5 as recorded in Map Book 3, Page 40 in the Shelby County Alabama Probate Office; run thence N along the E right of way line of US Highway 31 (60 feet right of way), said right of way being in a curve to the left having a radius of 18,666.5 feet, a delta of 00°01'10" and a chord distance of 5.38 feet; run thence along said curve and right of way an arc distance of 5.38 feet; thence turn an interior angle to the left of 85°50'49" from chord and run E 16.27 feet; thence turn an interior angle 121°36'51" and run SE 33.05 feet; thence turn an interior angle to the left of 25°03'35" and run NW 39.65 feet to the point of beginning.

This conveyance does not include any part of a warehouse located just N of the conveyed property.

SUBJECT TO: All easements, restricted from operating a gas station or liquor store.

TO HAVE AND TO HOLD, together with all and singular rights, tenements, hereditaments, and appurtenances thereunto belonging or in anyways appertaining, unto the Mortgagee and the Mortgagee's heirs and assigns, in fee simple.

And the Mortgagors do hereby covenant with the Mortgagee that the Mortgagors are lawfully seized in fee of said premises; that the Mortgagors have a good right to sell and to



convey the same; that said premises are free from encumbrance; and that the Mortgagors warrant, and will forever defend the title to said premises against the lawful claims and demands of all persons whomsoever.

This conveyance is upon condition, however, that, if the Mortgagors shall pay and discharge the indebtedness hereby secured as the same matures and shall perform the covenants herein contained, then this conveyance shall become null and void. But if the said Mortgagors should make default in the payment of any part of the indebtedness hereby secured or in the payment of the interest thereon or should fail to keep any covenant in this mortgage contained, or should be adjudicated bankrupt, or if the improvements on said premises are damaged so as to make the insurance therein or any part of said insurance payable, then in the election of the Mortgagee, the entire indebtedness secured hereby shall become immediately due and payable, and failure to declare the entire indebtedness due in case of default shall not operate as a waiver of the right to declare the entire indebtedness due in the event of any subsequent default; and the Mortgagee, the Mortgagee's agent or attorney, is hereby authorized to take possession of the property hereby conveyed and with or without possession thereof to sell said property at public outcry to the highest bidder, for cash before the south door of the court house of Shelby County, Alabama, after giving notice of the time, place, and terms of sale by publication once a week for three successive weeks in some newspaper published in said County or by posting notice at three public places in said County.

In case of sale under the power herein contained, the Mortgagee or any person authorized in writing by the Mortgagee shall have power to execute a conveyance to the purchaser, conveying all the right, title, interest, and claim of the Mortgagors in and to said premises, either at law or in equity. The Mortgagee may purchase said property at any sale hereunder and acquire title hereto as could a stranger.


Out of the proceeds of sale the Mortgagee shall pay, first, the costs of advertising selling, and conveying said property, together with a reasonable attorney's fee; secondly the amount of the indebtedness due and owing to the Mortgagee hereby secured, together with the interest thereon, and any taxes, insurance premiums, or other charges that the Mortgagee may have paid as herein provided; and lastly, the surplus if any, shall be paid to the Mortgagors, or the Mortgagors' heirs or assigns.

The Mortgagors covenant that the Mortgagors will pay all taxes and assessments which may lawfully be levied against the premises, and will deposit receipts therefore with the Mortgagee, if requested in writing by the Mortgagee each year to do so, and that the Mortgagors will insure and keep insured the improvements thereof against loss by fire and tornado for not less than the indebtedness hereby secured, on some company acceptable to the Mortgagee with loss payable to the Mortgagee as the Mortgagee's interest may appear, and will deposit with the Mortgagee copies of the policies evidencing such insurance, and that the Mortgagors will protect said premises from waste and keep the same in good condition and repair; and in case of the failure of the Mortgagors to pay said taxes or assessment before the same, or any part thereof, become delinquent, or in case of failure to insure or keep insured on said amount the improvements on said property, or in case of failure to protect said premises from waste and keep the same in good condition and repair, the Mortgagee may at the Mortgagee's option, either pay said taxes and assessments and purchase said insurance and protect said premises from waste and keep same in good condition and repair or any of them and the amount of taxes, assessments, insurance premiums, repairs, and other expenditures, the same conditions as the indebtedness hereinabove described-or the Mortgagee may, at the Mortgagee's election, proceed to foreclose this mortgage as in hereinabove provided.

Mortgagors agree and stipulate that as against the collection of this said indebtedness the said Mortgagors do hereby waive all right of exemptions, both as to homestead and personal property, under the constitution and laws of the State of Alabama, or any other state, or of the United States.



IN WITNESS WHEREOF, the Mortgagors have, each hereto set his or her hand and seal,  
on this, the day and year herein first above written.

  
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AGUSTIN MOLINA (L.S)

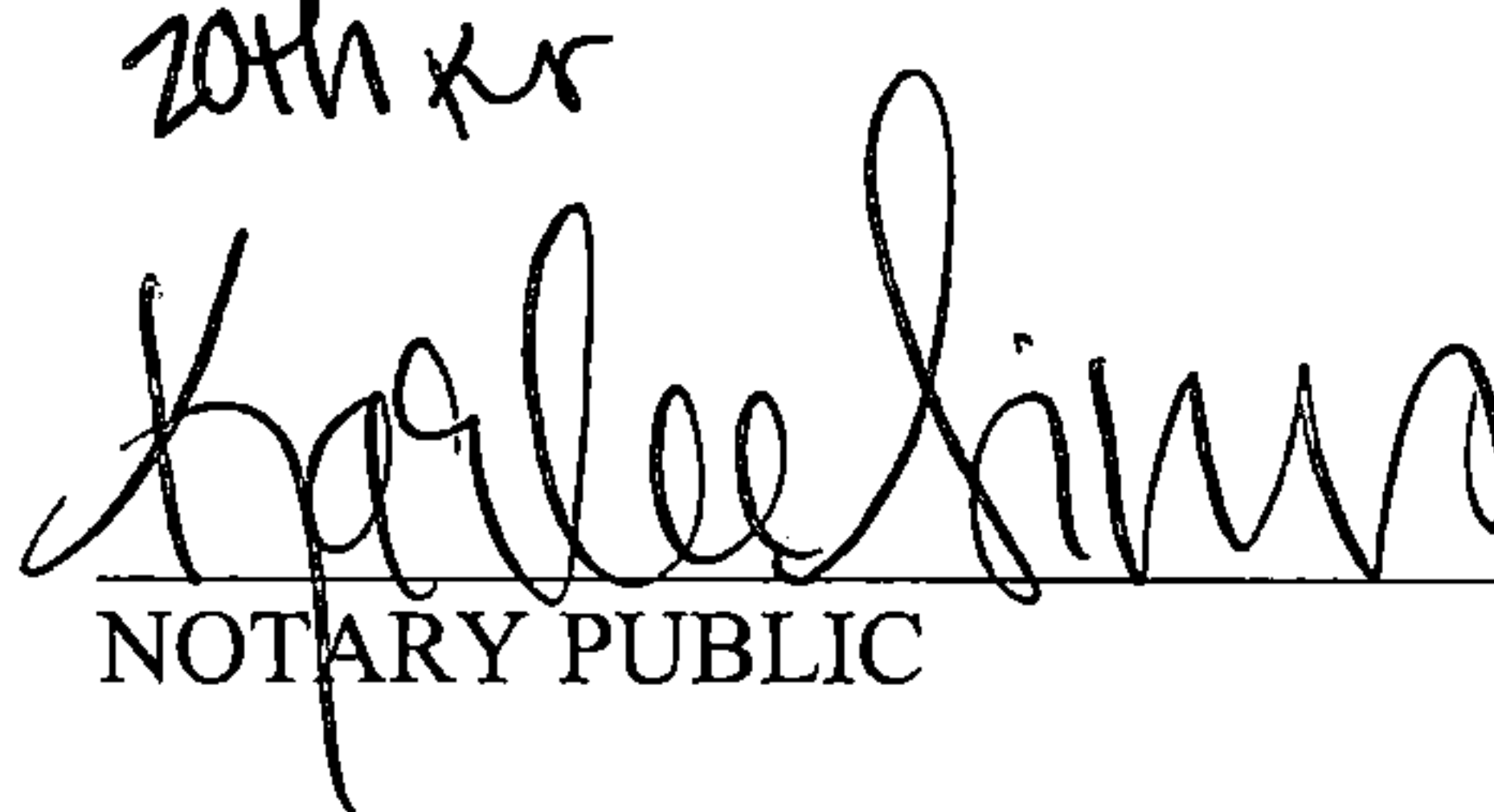
  
\_\_\_\_\_  
LUIS MOLINA (L.S)

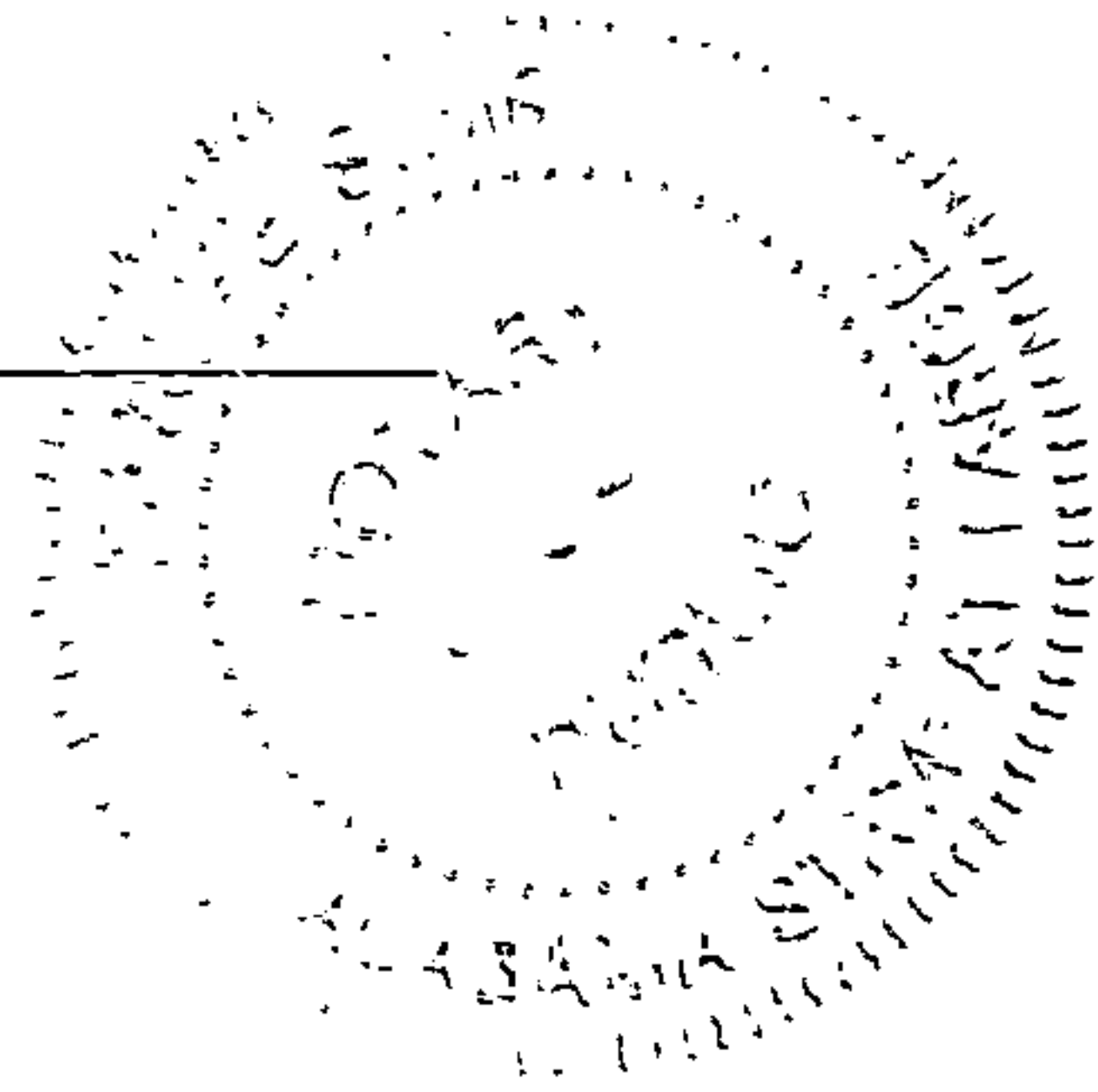
STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, in and for said County, in State, hereby certify that  
AGUSTIN MOLINA and LUIS MOLINA, 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 executed the same voluntarily on the day the same bears date.

Given Under my hand and seal this the 16<sup>th</sup> day of July, 2021.

20th x/r  
  
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NOTARY PUBLIC



Prepared by:  
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Attorney at Law  
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