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Shelby Cnty Judge of Probate, AL
06/21/2022 12:59:07 PM FILED/CERT

THIS INSTRUMENT PREPARED BY:

Roland Milling Law LLC
Elizabeth A. Roland, Attorney
310 Canyon Park Drive
Pelham, AL 35124

Purchase Money
MORTGAGE

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS:

SHELBY COUNTY)

That Whereas **John Michael Mooney** and wife **Brandy Lynn Mooney**, (hereinafter called "Mortgagors", whether one or more), are justly indebted to **Jason Carpenter** and **Ginger S. Carpenter**, (hereinafter called "Mortgagees", whether one or more), in the sum of **Twelve Thousand and No/100 Dollars (U.S. \$12,000.00)**, evidenced by Promissory Note of even date herewith and payable according to the terms of said Note.

And Whereas, Mortgagors agree, in incurring said indebtedness that this mortgage (Security Instrument) should be given to secure the prompt payment thereof.

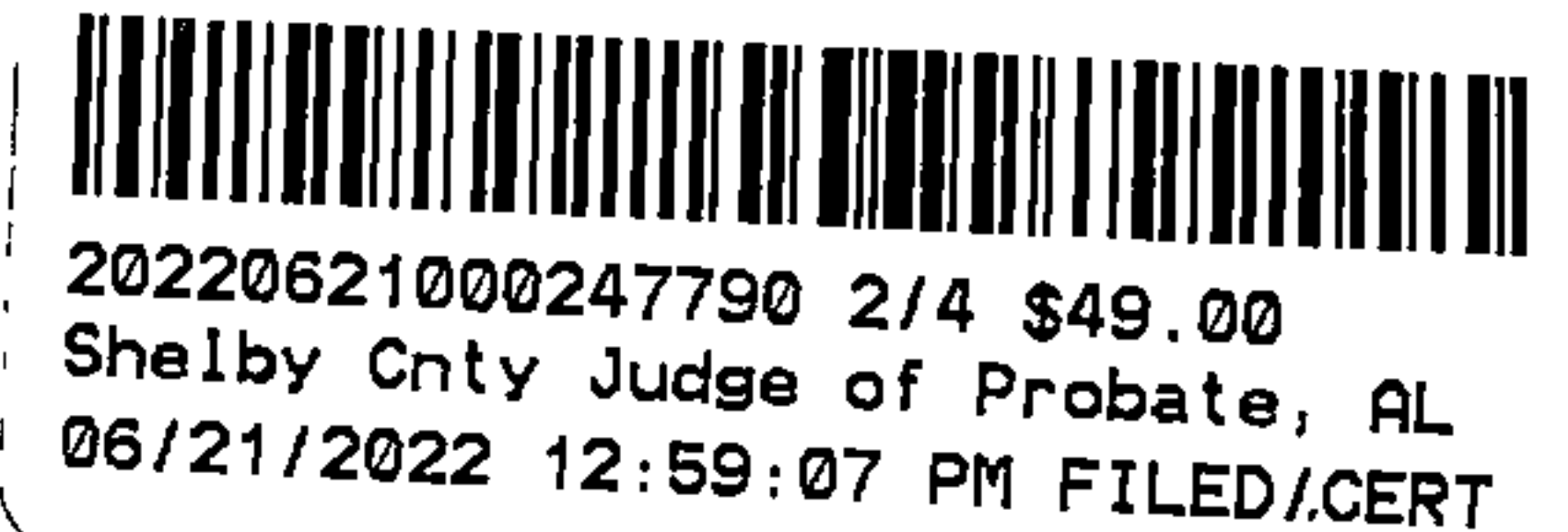
NOW, THEREFORE, in consideration of the premises, said Mortgagors, **John Michael Mooney** and **Brandy Lynn Mooney**, and all others executing this Security Instrument, do hereby grant, bargain, sell and convey unto the Mortgagees the following described real estate, situated in Shelby County, State of Alabama, to-wit:

See Exhibit A attached hereto for the legal description of this property.

This is an additional 2.08 acres combined with property Mortgagees own located at 1494 Sun Valley Road, Harpersville, AL 35078

This is a purchase money mortgage. The entire proceeds of this loan are being applied to the purchase price of the herein described real property being conveyed simultaneously herewith.

TO HAVE AND TO HOLD the above property unto the said Mortgagees, Mortgagees' successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness and any other indebtedness due to Mortgagees, the undersigned agree to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagees may at Mortgagees' option pay off the same; and to further secure said indebtedness. The 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 Mortgagees, with loss, if any, payable to said



Mortgagee, as Mortgagees' interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagees; and if undersigned fails to keep said property insured as above specified, or fails to deliver said insurance policies to said Mortgagee, then the said Mortgagees, or assigns, may at Mortgagees' option insure said property for said sum, for Mortgagees' own benefit, the policy if collected, to be credited on said indebtedness, less costs of collecting same; all amount so expended by said Mortgagees, 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 Mortgagees, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagors pay said indebtedness, and reimburses said Mortgagees 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 of any sum expended by the said Mortgagees 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 Mortgagees 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 hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable.

Mortgagees and Mortgagors further agree to an Acceleration in the event of default or breach of any covenant or agreement in this Security Instrument. Mortgagee shall give notice to Mortgagors prior to acceleration following Mortgagors' breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Mortgagors, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Mortgagors of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Mortgagors to acceleration and sale. If the default is not cured on or before the date specified in the notice, Mortgagees, at their option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Mortgagees shall be entitled to collect all expenses incurred, including, but not limited to, reasonable attorneys' fees and costs of the title evidence.

If Mortgagees invoke the power of sale, Mortgagees shall give a copy of the notice to Mortgagors by delivering it or by mailing it by first class mail unless applicable law requires use of another method. Mortgagee shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in Shelby County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of said County. Mortgagors shall deliver to the purchaser Mortgagees' deed conveying the Property. Mortgagees or their designee may purchase the Property at any sale. Mortgagors covenant and agree that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including,

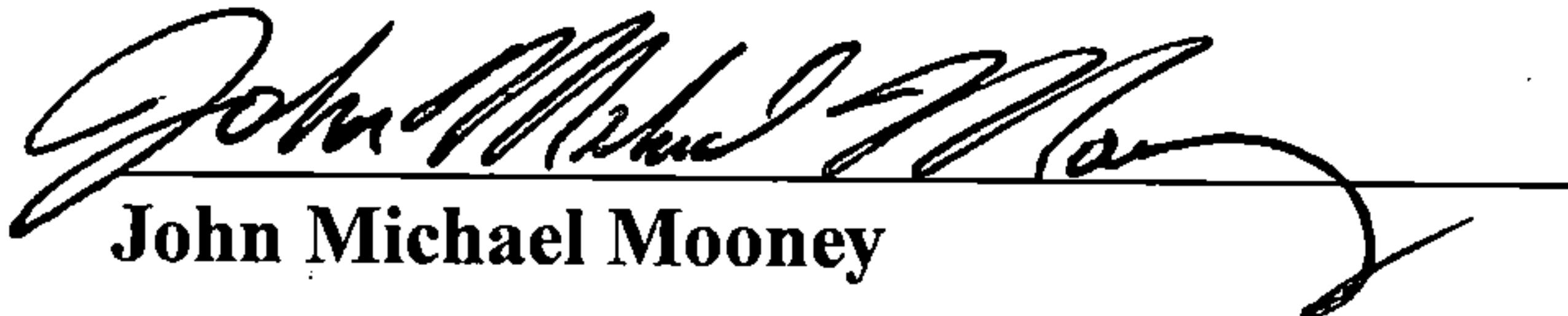
but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

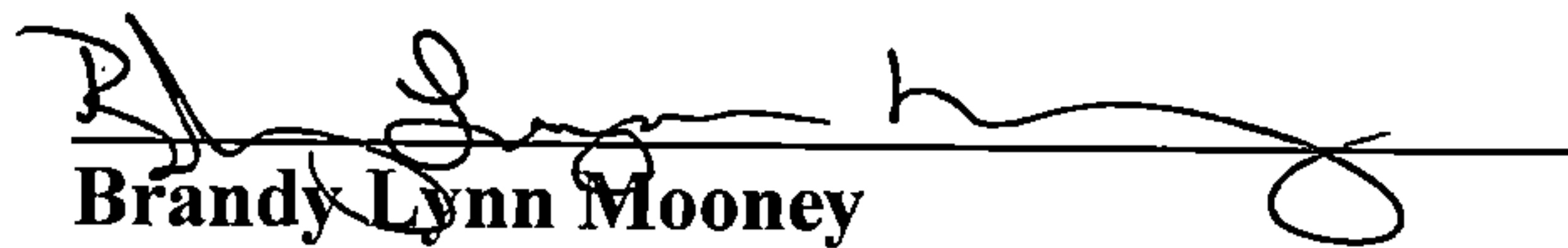
Upon payment of all sums secured by this Security Instrument, Mortgagees shall release this Security Instrument. Mortgagors shall pay any recordation costs.

Mortgagors waive all rights of homestead exemption in the Property and relinquish all rights of curtesy and dower in the Property.

BY SIGNING BELOW, Mortgagors accept and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Mortgagors and recorded with it.

IN WITNESS WHEREOF, the said Mortgagors have herein executed this Security Instrument on the 15th day of June, 2022.


John Michael Mooney


Brandy Lynn Mooney

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, hereby certify that **John Michael Mooney** and wife **Brandy Lynn Mooney**, 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 official seal, this 15th day of June, 2022.


NOTARY PUBLIC

My Commission Expires: April 7, 2026

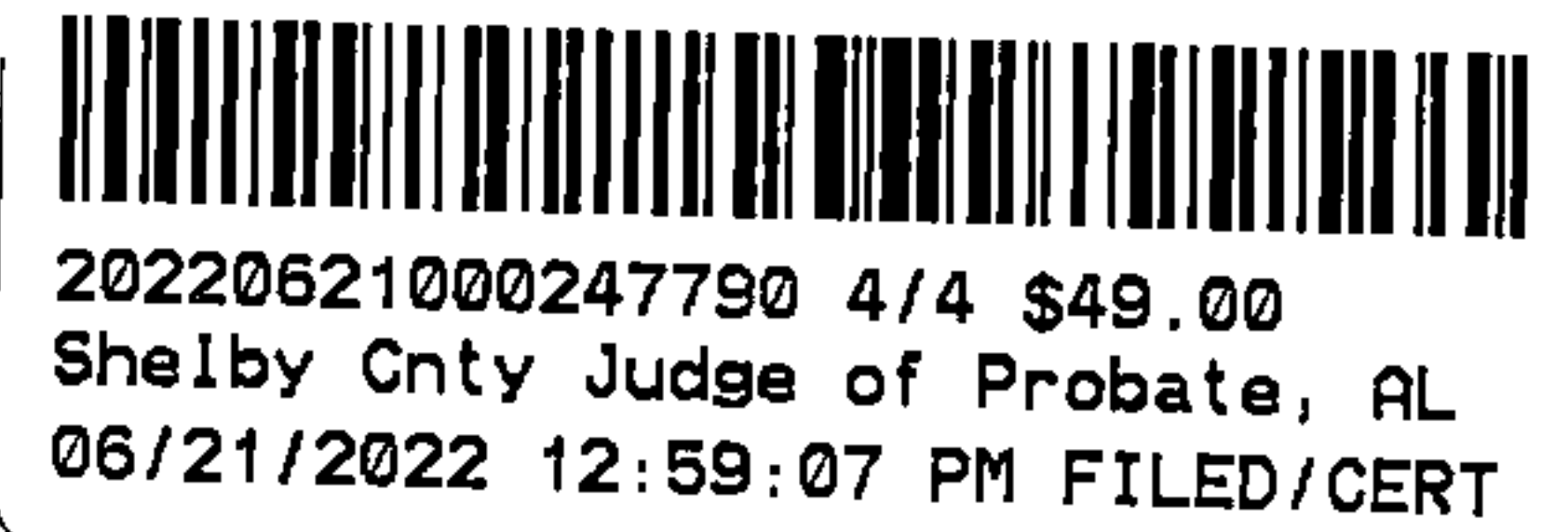


EXHIBIT A

2.08 ACRE TRACT: Commence at a ½" rebar in place being the Northwest corner of the Northwest one-fourth of the Southwest one-fourth of Section 2, Township 20 South, Range 2 East, Shelby County, Alabama; thence proceed South 00° 53' 21" East along the West boundary of the Northwest one-fourth of the Southwest one-fourth of said section for a distance of 105.84 feet to a ½" rebar in place; thence proceed South 00° 50' 38" East along the West boundary of said quarter-quarter section for a distance of 150.14 feet to a ½" rebar in place; thence proceed South 00° 43' 38" East along the West boundary of said quarter-quarter section for a distance of 1048.54 feet to a ½" rebar in place to a point on the Easterly right-of-way of Sun Valley Road; thence proceed South 28° 57' 06" East along the Easterly right-of-way of said road for a distance of 560.31 feet to a ½" rebar in place; thence proceed South 29° 06' 02" East along the Easterly right-of-way of said road for a distance of 206.0 feet; thence proceed North 77° 01' 47" East along a fence for a distance of 478.99 feet to a fence corner; thence proceed North 08° 48' 32" West along a fence for a distance of 13.0 feet to a ½" rebar in place (CA-0114-LS); thence proceed North 81° 36' 10" East along a fence for a distance of 159.51 feet to a ½" rebar in place said point being the point of beginning. From this beginning point proceed North 08° 42' 06" West along a fence for a distance of 232.75 feet to a ½" rebar in place (CA-0114-LS); thence proceed North 75° 57' 35" East for a distance of 102.09 feet; thence proceed North 67° 33' 52" East for a distance of 116.54 feet; thence proceed North 61° 24' 09" East for a distance of 122.01 feet; thence proceed North 34° 25' 07" East for a distance of 29.59 feet to ½" rebar in place; thence proceed South 08° 43' 32" East for a distance of 319.00 feet; thence proceed South 79° 00' 05" West for a distance of 350.22 feet to the point of beginning.

The above described land is located in the Southwest one-fourth of the Southwest one-fourth of Section 2, Township 20 South, Range 2 East, Shelby County, Alabama and contains 2.08 acres.