

THIS INSTRUMENT PREPARED BY:
Law Offices of Christopher R. Smitherman, LLC
725 West Street
Post Office Box 261
Montevallo, Alabama 35115
(205) 665-4357

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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)
SHELBY COUNTY) REAL ESTATE MORTGAGE
)

KNOW ALL MEN BY THESE PRESENTS: THAT WHERE AS Jose Zambrano, *Silvina*
a(n) *man* ~~person~~, hereinafter called **Mortgagor**, are justly indebted to Donald *Zambrano*
Sisk and wife, Reta Sisk, hereinafter called **Mortgagees**, in the principal sum of One *175*
Hundred Twenty Thousand (\$120,000.00) Dollars together with interest at **2.5%**
percent as evidenced by a promissory note bearing the same date and subject to the
terms therein, said promissory note maturing on or about the **1st** day of **May, 2033**.
and wife

NOW, in order to secure the prompt payment of said note, when due, the
Mortgagors for and consideration of the premises, and for other good and valuable
consideration received, to the Mortgagors by the Mortgagee, does hereby GRANT,
BARGAIN, SELL AND CONVEY to the Mortgagee of the following described real estate
situated in **Shelby County, Alabama**, to wit:

See EXHIBIT A.

**NOTE: The real estate described herein does not serve as homestead for
the mortgagor Jose Zambrano. The Mortgagor began making payments on the
promissory note prior to the execution date and the current balance is based on
the payment history beginning on or about the 1st day of June, 2023.**

TO HAVE AND TO HOLD the aforegranted premises, together with the
improvements and appurtenances thereunto belonging, unto the Mortgagee forever.
And the Mortgagor does hereby covenant with the Mortgagee, and the heirs and
assigns of the Mortgagee, that the Mortgagor, is lawfully seized in fee simple of said
premises; that the said premises are free of and from all encumbrances except as
otherwise noted above; and that the Mortgagor will warrant and forever defend the
same against the lawful claims and demands of all persons.

BUT THIS CONVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS
NEVERTHELESS, that is to say. If the Mortgagor shall well and truly pay, or cause to
be paid, the said promissory note, and each and every installment thereof, and interest
thereon, when due and all other amounts which may become due hereunder when such
become due then this conveyance shall become null and void. But should the
Mortgagor fail to pay said note, or any installment thereof when due or shall fail to pay
any other sums that become due hereunder when due, then all of said indebtedness
shall become due and payable at once, at the option of the Mortgagee. However,
failure of the Mortgagee to enforce this provision as to one or more delinquent
installments or other amounts due hereunder shall not be waiver of the right to
subsequently invoke such provision. Upon any such default by the Mortgagor, the
Mortgagee or the successors, heirs, assigns, agents, or attorneys of the authorized and
empowered to sell the said property hereby conveyed at auction for cash at the
Courthouse door of the County in which said property is situated, after first having given
notice thereof for three (3) weeks by publication in any newspaper then published in the
county in which said property is situated, and to execute a property conveyance to the
purchaser and out of the sale proceeds to the Mortgagee shall first pay all expenses
incident thereto, together with reasonable attorney's fee, then retain enough to pay said
note and interest thereon and any sums advanced by the Mortgagee for taxes,
assessments, insurance, and other encumbrances, if any. The balance, if any, shall be
paid over to the Mortgagor. In the event of such sale, the Mortgagee, or successors,
assigns, agents or attorneys of the Mortgagee, are hereby authorized and empowered



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to purchase the said property the same as if they were strangers to this conveyance and any such sale, and the auctioneer or person making the sale is empowered and directed to make and execute a deed to the purchaser at such sale in the name of the Mortgagor.

It is also agreed that in case the Mortgagee, or the heirs, successors or assigns of the Mortgagor, see fit to foreclose this mortgage in a court having proper jurisdiction, that the Mortgagor will pay a reasonable attorney's fee for the bringing and prosecution of such foreclosure action and for any appeals therefrom, together with all costs of litigation incurred by the Mortgagee, all of which shall be and constitute a part of the debt hereby secured.

The Mortgagor specially waives all exemptions which Mortgagor now or hereafter may be entitled to under the Laws and Constitution of the State of Alabama in regard to the collection of the debt secured hereby.

The Mortgagor reserves unto the Mortgagor, and the heirs, successors and assigns of the Mortgagor the right of possession of the said property until after a foreclosure sale has been effected according to the terms of the conveyance.

The Mortgagor agrees to keep said property in good repair, normal wear and tear excepted, and further agrees to keep said property insured against fire, hail, and windstorm with good and responsible companies acceptable to the Mortgagee for not less than an amount **One Hundred Twenty Thousand (\$120,000.00) Dollars**, and to have each such policy payable to the Mortgagee, as the Mortgagee's interest may appear in said property, and further agrees to deliver copies of such paid-up policies to the Mortgagee. Should the Mortgagor fail to insure said property, then the Mortgagee is hereby authorized to do so, and the premiums so paid by the Mortgagee shall be and constitute a part of the debt secured hereby.

The Mortgagor agrees to pay all taxes and assessments, general or special, levied upon such property before such become delinquent. Should the Mortgagor fail to pay any taxes or assessments before they become delinquent, then the Mortgagee is hereby authorized to do so, and all such payments shall thereupon constitute a part of the debt secured hereby.

Should the Mortgagor fail to procure proper insurance, or fail to pay any taxes or assessments, as hereinabove provided, and should the Mortgagee pay the same, then the Mortgagor shall be deemed to have materially breached the terms of this instrument if the Mortgagor fails to reimburse the Mortgagee for the same plus interest at the rate specified hereinabove within ten (10) days after the Mortgagee gives the Mortgagor written demand by first class mail of the amounts due.

Mortgagor reserves the right of possession of said premises until the law day.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage with seal affixed on the 19 day of Dec, 2023, at 725 West Street, Montevallo, Alabama.

MORTGAGOR

Jose Zambrano
 Jose Zambrano

Silvia Zambrano
 Silvia Zambrano



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STATE OF ALABAMA

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ACKNOWLEDGMENT

SHELBY COUNTY

I, the undersigned, a notary public in and for the State of Alabama at Large, hereby certify that Jose Zambrano, whose name is signed to the foregoing mortgage and who being known to me, acknowledged before me on this day, that, being informed of the contents of the mortgage, he executed the same voluntarily and with authority on the day the same bears date.

Regina R Latham

Notary Public

My Commission Expires: 5/17/2027

REGINA R LATHAM
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES MAY. 17, 2027

SCHEDULE A



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Commence at the Northeast corner of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 2, Township 20 South, Range 2 West; thence run Southwardly along the East line of said $\frac{1}{4}$ $\frac{1}{4}$ for a distance of 2001.16 feet to the point of beginning, said point being on the Southeastly right of way of Shelby County Highway No. 11; thence continue along the last described course for a distance of 531.90 feet; thence turn an angle to the right of 109 deg. 38 min, 07 sec. for a distance of 273.49 feet to the Southeasterly right of way line of said County Highway; thence turn an angle to the right of 99 deg. 43 min. 03 sec. and run along said right of way for a distance of 403.94 feet; thence turn an angle to the right of 4 deg. 46 min. 14 sec. and continue along said right of way for a distance of 106.21 feet to the point of beginning, being situated in Shelby County, Alabama.

Physical 911 address is:

8648 Co. Rd 11
Chelsea, AL 35043

Parcel ID#: 58