

**THIS IS A PURCHASE MONEY MORTGAGE. THE ENTIRE PROCEEDS OF THE LOAN ARE BEING APPLIED TOWARD THE PURCHASE OF THE HEREIN DESCRIBED REAL PROPERTY BEING CONVEYED SIMULTANEOUSLY HEREWITH.**

**AS SET FORTH IN THE PROMISSORY NOTE OF EVEN DATE HEREWITH.**

**A Parcel of land to be known as Lot 2 of Dry Valley Acres, being more particularly described as follows: Commence at the SW Corner of the SW 1/4 of the NW 1/4 of Section 7, Township 24 North, Range 13 East, Shelby County, Alabama; thence N87°24'00"E a distance of 304.85' to the Easterly R.O.W. line of Alabama Highway 155 and the POINT OF BEGINNING; thence continue N87°24'00"E and leaving said R.O.W. line a distance of 147.50'; thence N37°22'06"W a distance of 215.53'; thence N45°43'02"W a distance of 17.00'; thence S54°17'10"W a distance of 125.44' to the Easterly R.O.W. line of Alabama Highway 155; thence S39°53'24"E and along said R.O.W. line a distance of 152.00' to the POINT OF BEGINNING. Said Parcel containing 0.55 acres, more or less.**

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining. (All hereinafter referred to as "Property").

But this conveyance is made upon the express condition that if the Debtor shall fully and promptly pay and discharge when the same respectfully falls due each and every principal and interest installment on the above described promissory note, and all other amounts hereby secured, and also if Debtor shall faithfully and promptly keep and perform all the other promises, covenants, conditions and undertakings herein contained, then this conveyance shall be void; otherwise it shall remain in full force and effect.



In addition to the warranties and covenants contained above, Debtor further warrants, covenants and agrees that:

(1) This mortgage shall also secure any renewal or renewals, extension or extensions of the primary debt. It shall also secure any future advances of cash or its equivalent made by Mortgagee to Debtor and also any payments made or expenses incurred by Mortgagee, under this agreement, for or on behalf of Debtor or for the purpose of protecting Mortgagee's interest in Property. Any such renewal or renewals, extension or extensions, future advance or advances, payment or expense made or incurred, whether made to protect Mortgagee's interest in Property, with or without Debtor's consent; or whether made at the option of Mortgagee at the request of and with the consent of Debtor for any purpose whatsoever; shall become a part of the Obligations secured by this Mortgage. Any such renewal or renewals, extension or extensions, advance or advances, payment or expenditure made or incurred, shall have the same priority over other interests in Property as the original Obligation. Debtor will not enter into any agreement which in any way attempts to alter or modify this future advance agreement without the written consent of Mortgagee.

(2) Mortgagee shall have and maintain insurance at all times insuring Property against risk of fire (including so-called extended coverage) and all expected risks to which the above described property may be exposed and such other risks as Mortgagee may require, containing a loss payable clause in favor of Mortgagee and containing such terms, for such amount, in such form, for such periods and written by such company as may be satisfactory to Mortgagee. All policies of insurance shall provide for ten (10) days written minimum cancellation notice to Debtor.

(3) Debtor shall pay an additional **One Hundred and NO/100 (\$100.00) Dollars** per Month toward hazard insurance premium which may be adjusted based on increases in insurance policy coverage cost. Mortgagee shall furnish Debtor with a certificate or other evidence of compliance with this insurance provision. Debtor assigns to Mortgagee all rights to receive proceeds of insurance not exceeding the unpaid balance of the Obligations, directs insurer to pay all proceeds directly to Mortgagee, and authorizes Mortgagee to act as attorney for Debtor in obtaining, adjusting, settling, and canceling such insurance and to endorse any draft for the proceeds.

(4) Debtor will promptly notify Mortgagee in writing of any change of their address.

(5) Debtor will not encumber by lien or mortgage or waste Property and Debtor will keep the same in good condition and the improvements thereon in good repair until such time as this Mortgage has been paid in full. No cutting and removal of trees or removal of any permanent structure on the property shall be undertaken by Debtor without specific written permission of Mortgagee.

(6) Debtor shall have the right to possession of Property at all times before default. However, Mortgagee shall have, at all times before or after default, the right to enter and inspect Property and any house, building or other improvements thereon at any reasonable time and as often as he may reasonably desire.

(7) In the event of Debtor's failure to do so, Mortgagee may, but is not required to: discharge taxes, liens or other encumbrances at any time levied or placed on Property; secure and pay for insurance on Property; pay for the maintenance and preservation of Property; pay any other costs or take any other steps which Mortgagee deems payment made or expense incurred by Mortgagee shall be added to and become a part of the Obligations secured under this mortgage. The making of any such payment by Mortgagee or the failure to make or the choice not to make such payment, shall not be construed to be a waiver of any other right or agreement herein. The interest upon such payment made by Mortgagee on behalf of Debtor shall be at a rate equal to the legal interest allowed on judgments in the State of Alabama at the time of such payments.

Debtor shall be in default under this agreement upon the happening of any one of the following events or conditions:

a. Upon the failure or default in the payment of any installment of principal or interest due on the above-described indebtedness.

b. Upon the failure or default in the payment or performance of any obligation, any covenant, warrant, agreement, or other liability contained or referred to in this mortgage or in the note or notes evidencing the same.



c. If any warranty, representation or statement made or furnished to Mortgagee by or on behalf of Debtor proves to be false in any material respect when made or furnished.

d. Upon the substantial damage, waste, danger of misuse, sale or encumbrance of or to the Property.

e. Upon the death, dissolution, termination of existence, insolvency, business failure, appointment of receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any procedure under the bankruptcy or insolvency laws by or against, or the filing of any garnishment, or attachment, or other judicial proceedings for collection against, or the filing of any garnishment, or attachment, or other judicial proceedings for collection against the property or funds of Debtor or any endorser, surety or guarantor in any note or notes evidencing the Obligations or of any of the Undersigned.

f. If Mortgagee, in good faith, believes, that the prospects of the payment of any or all Obligations secured hereby is impaired, the entire principal and interest shall immediately become due and payable.

g. The entire principal and interest shall become immediately due and payable should Debtor sell, mortgage or allow a lien to be placed upon the property. Property can only be sold upon payment of the entire indebtedness due to Mortgagee under this Mortgage.

Upon such default Mortgagee may, at his option declare all Obligations secured hereby immediately due and payable. The Undersigned hereby vests Mortgagee with full power and authority, upon the happening of any such default, to take possession of Property and appropriate the rents, issues and profits therefrom to the payment of the Obligations secured by this mortgage or any prior charge against Property or to the expense of foreclosing this mortgage and Mortgagee may proceed to foreclose this mortgage under the power contained herein, or by proceeding in a Court of competent jurisdiction. The Undersigned further vests the Mortgagee with full power and authority, upon the happening of any such default, to sell Property at public outcry at the Front door of the Court House of Shelby County, Alabama, (however, if none of Property be located in Shelby County, Alabama, then at the front door of the Court House in any county in which any part of property is situated) for cash to the highest bidder, after first giving notice by publication once a week for three successive weeks in some newspaper published in the county in which the sale is to be held. Said notice of sale shall give the time, place and terms of said sale, together with a description of the property to be sold. Said sale may be made with or without, or before or after, the taking of possession of Property. Property may be sold en masse, or in lots or parcels as Mortgagee deems best. The Undersigned does hereby authorize and empower Mortgagee to bid for and become the purchaser of Property or any portion thereof, whether said sale be made under the power contained in this mortgage, or under Decree of some Court of competent jurisdiction, and does hereby authorize the attorney for Mortgagee or the auctioneer making said sale, to execute a deed to the purchaser at any sale of the premises covered by this mortgage, hereby vesting in the purchaser all right, title, and interest of the Undersigned in and to all property, or any part thereof. Debtor further agrees to pay a reasonable attorneys fee to Mortgagee for the foreclosure of this mortgage whether the same be foreclosed under the power contained herein or in the same Court with competent jurisdiction.

The proceeds of said sale shall be applied first to the payment of any prior liens such as taxes, assessments or other prior charges against the property; second, to any reasonable attorneys fee and other legal expenses incurred in collecting or attempting to collect any of the Obligations secured hereby, whether by suit or otherwise, and in protecting Mortgagee's lien and other rights hereunder and in foreclosing this mortgage; third, to the payment of all other expenses of foreclosing this mortgage including but not limited to, the cost of advertising, the cost of executing and recording deeds to the purchaser, and auctioneer's fees, if any; fourth, any balance remaining to the payment of the unpaid Obligations secured by this mortgage; and fifth, any balance shall be paid to the Undersigned or to Debtor.

(8) If any provision of this mortgage shall, for any reason, be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

(9) No agreement, representation, or warranty shall be binding on Mortgagee unless expressly contained herein. No waiver by Mortgagee of any default shall operate as a waiver of any other



default or of the same default on a future occasion. All rights of Mortgagee hereunder shall inure to the benefit of his successors and assigns; and all obligations of the Debtor shall bind his heirs, next of kin, executors, or administrators or his successors or assigns. If there be more than one Debtor, their Obligations shall be joint and several. Neither the execution of this instrument nor anything contained herein shall supersede, invalidate or in any way affect any prior securities heretofore existing in favor of Mortgagee for the security of any and all indebtedness of Debtor to Mortgagee shall and do remain in full force and effect.

(10) The acceptance of a partial payment or of part of the arrears due under this mortgage or any notes secured by this mortgage shall not be deemed to be a waiver of default and, even though accepting such payment or such portion of an amount in arrears, Mortgagee may still, at their option, declare all obligations secured hereby immediately due and payable.

(11) The terms "Debtor" and "Undersigned" are used in this instrument as if singular, but they shall be construed as singular or plural to correspond with the number of persons executing this mortgage as Debtor or Undersigned. The pronouns used in this instrument are in the masculine gender but shall be construed as feminine or neuter as the occasion may require.

By signing below, the Undersigned hereby certify that they have received a copy of this instrument and a copy of all instruments executed by them in connection with this transaction.

WITNESS my hand and seal on this the 1st day of April, 2025.

Edwigh Calderon Acevedo (SEAL)  
EDWIGH CALDERON ACEVEDO

Alma P. Luna (SEAL)  
ALMA P. LUNA

STATE OF ALABAMA )  
COUNTY OF BIBB ) GENERAL ACKNOWLEDGEMENT

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Edwigh Calderon Acevedo and Alma P. Luna, husband and wife, whose names are signed to the foregoing Purchase Money Mortgage, and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Purchase Money Mortgage, they, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal, this the 1st day of April, 2025.

Notary Public  
Notary Public  
My Commission Expires: 1/19/2027



**THIS INSTRUMENT PREPARED BY:**  
**Thomas G. Owings**  
**Owings Law Firm, LLC**  
**1186 University Way, Suite D**  
**Brent, AL 35034**  
**(205)926-7790**



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
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Alma S. Bayl