

State of Alabama                     )  
County of Shelby                    )

Prepared by  
Kenneth Lee Cleveland  
2330 Highland Avenue South  
Birmingham, Alabama 35205

## REAL PROPERTY MORTGAGE

### KNOW ALL MEN BY THESE PRESENTS:

THIS MORTGAGE, is made and entered into on this the 24 day of November, 2009 by and between the undersigned, Julia Roque, a married woman, her husband, Enrique Roque, a married man and Stacy Renee Smith an unmarried woman, (hereinafter referred to collectively and individually as "Mortgagor") and George M. Callen, III a single man (hereinafter referred to as "Mortgagee"); to secure the payment of One Hundred Sixty Nine Thousand Two Hundred Dollars (\$169,200.00), evidenced by a Promissory Note of even date herewith and payable according to the terms of said Note.

NOW, THEREFORE, in consideration of the premises, the Mortgagor, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate situated in Jefferson County, State of Alabama, to-wit:

**Lot 29, according to the Survey of Heather Ridge, as recorded in Map Book 17 page 22 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.**

Together with all singular the rights, privileges, hereditaments, easements and appurtenances thereto belonging or in any wise appertaining;

TO HAVE AND TO HOLD FOREVER, unto the said Mortgagee, Mortgagee's successors, heirs and assigns.

The above described property is warranted free from all encumbrances and against adverse claims, except as stated above.

If the Mortgagor shall sell, lease or otherwise transfer the mortgaged property or any part thereof without the prior written consent of the Mortgagee, the Mortgagee shall be authorized to declare, at its option, all or any part of such indebtedness immediately due and payable.

For the purpose of further securing the payment of the indebtedness, the Mortgagor agrees to pay all taxes or assessments when imposed legally upon the real estate, and should default be made in the payment of same, the Mortgagee may at Mortgagee's option pay off the same; and to further



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Shelby Cnty Judge of Probate, AL  
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secure the indebtedness, Mortgagor agrees to keep the improvements on the 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 Mortgagee, with loss, if any, payable to Mortgagee as its interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if undersigned fails to keep property insured as above specified, or fails to deliver said insurance policies to Mortgagee, then Mortgagee, or assigns, may at Mortgagee's option, insure the real estate for said sum, for Mortgagee's own benefit, the policy if collected to be credited on the indebtedness, less cost of collecting same. All amount so expended by Mortgagee for taxes, assessments or insurance, shall become a debt to Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest at the same interest rate as the indebtedness secured hereby from date of payment by Mortgagee or assigns and be at once due and payable.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the indebtedness, and reimburses Mortgagee or assigns for any amounts Mortgagee may have expended, then the conveyance to be null and void; but should default be made in the payment of any sums expended by the Mortgagee or assigns, or should the indebtedness hereby secured, or any part thereof, or the interest thereon remain unpaid at maturity, or should the interest of Mortgagee or assigns in the real estate become endangered by reason of the enforcement of any prior lien or encumbrance thereon so as to endanger the debt hereby secured then in any one of said events, the whole of the indebtedness hereby secured, at the option of Mortgagee or assigns, 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, agents or assigns shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving notice by publishing one a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in the County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the main door of the Courthouse of the County (or the division thereof, where a substantial and material part of the real estate is located at public outcry, to the highest bidder for cash, and apply the proceeds of sale: First, to the expense of advertising, selling and conveying, including, if the original amount financed exceeded three hundred dollars, attorney's fees not in excess of fifteen percent of the unpaid balance on the loan, and referral to an attorney not your salaried employee; Second, to the payment of any amounts that may have been expended, or that may then be necessary to expend, in paying insurance, taxes, or the other encumbrances, with interest thereon; Third, to the payment of the indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the Mortgagor. Undersigned further agrees that Mortgagee, agents or assigns may bid at said sale and purchase the said estate, if the highest bidder therefor. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

IN WITNESS WHEREOF, the undersigned Mortgagor has hereunto set his signature and seal on the day first above written.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS MORTGAGE BEFORE YOU SIGN IT.

Julia Roque L.S.  
Julia Roque, Mortgagor

Enrique Roque L.S.  
Enrique Roque, Mortgagor

Stacy Renee Smith L.S.  
Stacy Renee Smith, Mortgagor

STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, Tara D Basley, a Notary Public in and for said County, in said State, hereby certify that Julia Roque whose name is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he executed the same voluntarily on the day same bears date.

Given under my hand and seal this 24 day of November, 2009.

Tara D Basley  
NOTARY PUBLIC  
My Commission Expires: 3-25-12

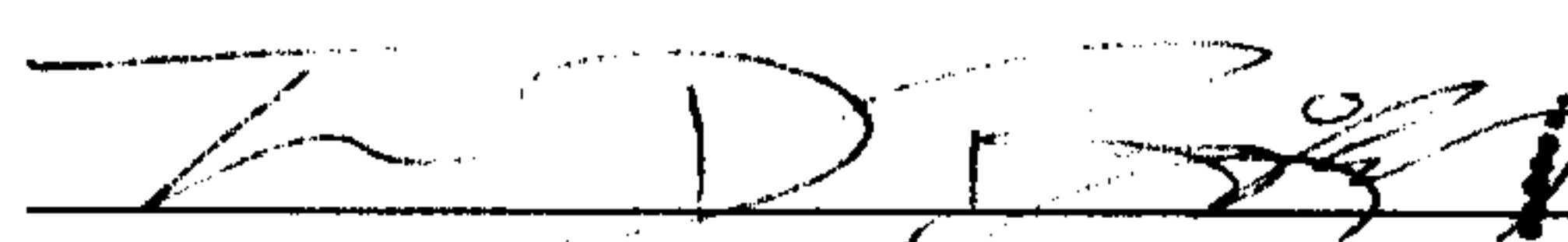
STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, Tara D Basley, a Notary Public in and for said County, in said State, hereby certify that Enrique Roque whose name is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he executed the same voluntarily on the day same bears date.

Given under my hand and seal this 24 day of November, 2009.



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NOTARY PUBLIC  
My Commission Expires: 3-25-12



STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, Tara D. Bailey, a Notary Public in and for said County,  
in said State, hereby certify that Stacy Renee Smith whose name is known to me, acknowledged  
before me on this day that being informed of the contents of the conveyance, he executed the  
same voluntarily on the day same bears date.

Given under my hand and seal this 24 day of November, 2009.

  
NOTARY PUBLIC  
My Commission Expires: 3-25-12

