

**THIS INSTRUMENT PREPARED BY:**

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BLAIR and PARSONS, P. C  
1711 Cogswell Avenue  
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20120703000233230 1/4 \$180.75  
Shelby Cnty Judge of Probate, AL  
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STATE OF ALABAMA  
SHELBY COUNTY

**MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS, That whereas VICTOR M. AMARO VILLANUEVA, A SINGLE MAN, (hereinafter called "Mortgagor", whether one or more) is justly indebted to DONALD W. HOGUE, JR., AND VICTORIA HOGUE, (hereinafter called "Mortgagee", whether one or more), in the sum of One Hundred Six Thousand Four Hundred Seventy-Three and 42/100 (\$106,473.42) Dollars, evidenced by one promissory note of even date herewith and payable in accordance with the terms of said Note, but not later than the maturity date on

And Whereas, Mortgagor agrees, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagor, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

**SEE EXHIBIT "A" FOR LEGAL DESCRIPTION**

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


If all or any part of the property or an interest therein is sold or transferred by mortgagor without mortgagee's prior written consent, excluding (a) the creation if a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent, or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, mortgagee may, at mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, mortgagee and the person to whom the property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to mortgagee and that the interest payable on the sums secured by this mortgage shall be at such rate as mortgagee shall request.

TO HAVE AND TO HOLD the above granted property unto the said Mortgagee,



Mortgagee's successors, heirs and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first 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 Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; 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 Mortgagee, or assigns, may at Mortgagee's option, insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee 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 Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee 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 Mortgagee 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 Mortgagee or assigns in said property 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 said indebtedness hereby secured 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 said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one (21) days' notice, by publishing once a week for three (3) consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns, deem best, in front of the Courthouse door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expenses of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes or other encumbrances, with interest thereon; Third, to the payment of said 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 said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns, may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

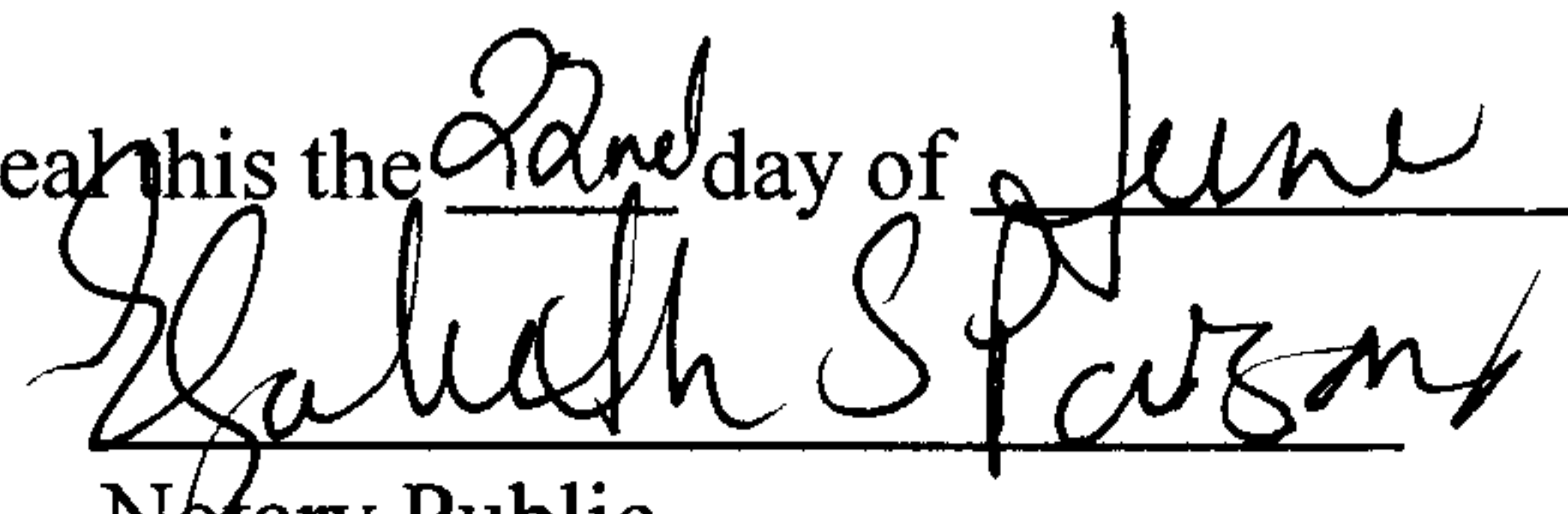
  
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IN WITNESS WHEREOF, the undersigned, have hereunto set their signatures and seals, this the 22nd day of June, 2012.


  
VICTOR M. AMARO VILLANUEVA

STATE OF ALABAMA  
ST. CLAIR COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that VICTOR M. AMARO VILLANUEVA, whose names are signed to the foregoing mortgage, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the mortgage, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 22nd day of June, 2012.  
  
Notary Public

5116-12K

  
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**EXHIBIT "A"**

**COMMENCE AT THE NORTHEAST CORNER OF THE NW 1/4 OF THE NW 1/4 SECTION 14, TOWNSHIP 21 SOUTH, RANGE 3 WEST, RUN SOUTH ALONG EAST LINE OF SAID 1/4-1/4 SECTION 15.0 FEET TO THE SOUTH LINE OF MAYLENE ROAD; THENCE SOUTH 87 DEGREES 30 MINUTES WEST ALONG MAYLENE ROAD 611.0 FEET TO POINT OF BEGINNING; THENCE CONTINUE ALONG SAME LINE 200.0 FEET; THENCE SOUTH 6 DEGREES 45 MINUTES EAST 114.84 FEET; THENCE GO NORTH 83 DEGREES 18 MINUTES EAST A DISTANCE OF 199.46 FEET, (DEED 73 DEGREES 15 MINUTES), (NORTH 83 DEGREES 18 MINUTES 32 SECONDS EAST, 193.74 FEET MEASURED TO A FOUND IRON PIN); THENCE GO NORTH 6 DEGREES 45 MINUTES WEST A DISTANCE OF 100.00 FEET (NORTH 6 DEGREES 45 MINUTES 00 SECONDS WEST 100.28 FEET - MEASURED TO A FOUND IRON PIN) TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED. ACCORDING TO THE JUNE 21, 2012 SURVEY BY JOSEPH SCHIFANO, III, ALABAMA REG NO.: 23661.**

**LESS AND EXCEPT THE SUBJECT PROPERTY DESCRIBED IN INSTRUMENT 20080530000219470.**

**THIS BEING THE SAME PROPERTY CONVEYED TO DONALD W. HOGUE JR., AND VICTORIA HOGUE, HUSBAND AND WIFE BY DEED DATED 7-28-04 AND FILED 7-30-04 IN INSTRUMENT 20040730000424050.**



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