

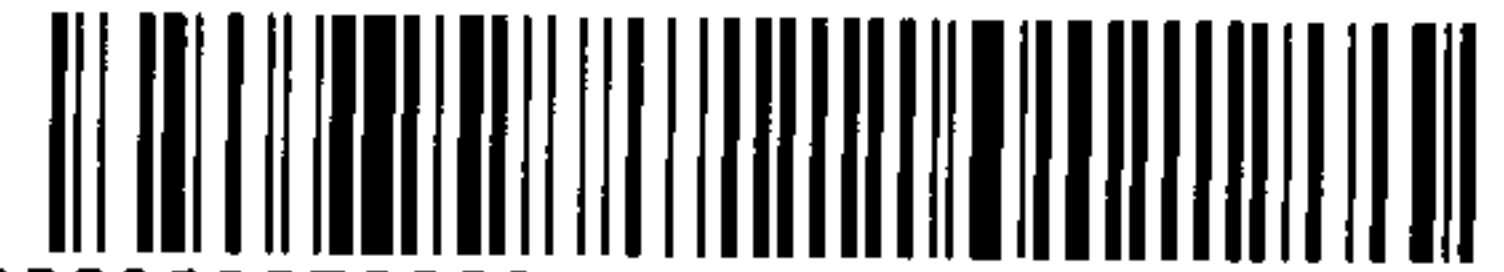
BHm0900094

Reli, Inc.

the TITLE and CLOSING PROFESSIONALS
3595 Grandview Parkway, Suite 600
Birmingham, AL 35243

Mortgage

STATE OF Alabama
COUNTY Of Shelby



20090305000080120 1/5 \$200.00
Shelby Cnty Judge of Probate, AL
03/05/2009 01:19:18PM FILED/CERT

THIS INDENTURE, made the 24th day of February 2009, is between, Francisco Bautista Duenas and Dania Naverrete Bautista, Husband and Wife, of the County of Chilton, and State of Alabama, as party or parties of the first part, hereinafter called Grantor, and Felipe Rivera, as Trustee of the Trust Number Parker Family Trust, whose address is 3325 Lorna RD, Suite 2145, Birmingham, AL 35216, party of the second part, hereinafter called Grantee:

WITNESSETH, that Grantor, for and in consideration of the sum of One Hundred and Eighteen Thousand Dollars (\$ 118,000.00) in credit extended at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, alienated, conveyed and confirmed, and by these presents does grant, sell, alien, convey and confirm unto said Grantee, successors and assigns, the following described property, to wit:

See Attached Exhibit "A"

The financing referenced in this deed to secure debt represents a portion of the purchase price of the property described herein.

TO HAVE AND TO HOLD the said bargained premises with all and singular the rights, members and appurtenances thereto appertaining, to the only proper use, benefit and behoof of Grantee, successors and assigns, in fee simple; and Grantor, the said bargained premises, unto Grantee, successors and assigns, against Grantor, and the heirs, executors and administrators of Grantor, and against all and every other person or persons (except as may be otherwise expressly stated herein) shall and will WARRANT AND FOREVER DEFEND.

This conveyance is made under the provisions of the Code of Alabama pertaining to deeds to secure debt, and upon payment of the debt hereby secured, this security deed shall be canceled and surrendered pursuant thereto, the debt hereby secured being one promissory note of even date in the amount of \$ 118,000 due and payable according to its terms February 24, 2009.

Unless applicable law provides otherwise, all payments received by Grantee while debt is not accelerated, shall be applied as follows: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under any other terms of this agreement and note except principal and interest; fourth, to interest due; and last, to principal due.

Any conveyance of the within described property (except a conveyance by operation of law or for the sole purpose of securing a debt) without the prior written consent of Grantee herein, its successors and assigns, shall constitute a default under the terms of this deed and the note secured hereby.

It is the intention of this instrument to secure not only the indebtedness hereinabove described but also any other and further indebtedness which may now or hereafter be owing by Grantor hereto, or any person who has executed the note which this deed secures, as co-signer, surety or guarantor, to the Grantee herein and to successors in title.

Any default under any prior or subordinate liens, security deeds or other matters having priority over or subordinate to this deed to secure debt shall constitute a default under the terms of this deed to secure debt. Further, the default of any debt or security from grantor or any person who has executed the note which this deed secures, as co-signer, surety or guarantor to grantee shall constitute a default under this deed and the notes which it secures.

It is agreed that the Grantee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the loan secured hereby.

As further security for the debt herein described, Grantor hereby sells, assigns, sets over and transfers to the Grantee all of the rent which shall hereafter become due or be paid for the use of the above described property, reserving only the right to the Grantor to collect said rents so long as there is no default in the obligations of the Grantor under this deed or in payment of the debt hereby secured. In the event of such default in said debt or any part thereof, principal or interest, or in the performance of any obligation of the Grantor under this deed, Grantee may enter upon said premises and collect the rents therefrom and the Grantee is hereby constituted and appointed as Grantor's agent and attorney in fact to collect such rents by any appropriate proceeding, and Grantee is authorized to pay a rental or real estate agent ten (10%) commission for collecting such rents. The net amount so collected shall be applied towards the debt hereby secured.

And the said Grantor hereby covenants, for so long as said indebtedness, or any part thereof, shall remain unpaid, to keep the said premises in as good condition as they now are; to pay all taxes and assessments that may be liens upon said premises, as they become due; and to keep the improvements on said premises insured in company or companies acceptable to said Grantee against loss or damage by fire and lightning, and extended coverage, in an amount sufficient to cover any losses; with loss, if any, payable to said Grantee, and shall deliver the policies of insurance to the said Grantee; and that any tax, assessment, payment on any prior lien, or premium of insurance, not paid when due by Grantor, may be paid by the Grantee, and any sum so paid shall be added to the amount of said principal debt as part thereof, shall draw interest from the time of said payment at note rate and shall, with interest, be covered by the security of this deed. Grantee may at any time require an escrow to meet these obligations.

Should the said Grantee receive any money for damages covered by insurance, such money may be retained and applied toward the payment of any amount hereby secured or may be paid over, either whole or in part, to said Grantor to enable said Grantor to repair or replace improvements, or for any other purpose, without affecting the lien of this deed for the full amount secured hereby before such damage or such payment took place.

If Grantor fails to perform the covenants and agreements contained in this Deed to Secure Debt, or there is a legal proceeding that may significantly affect Grantee's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Grantee may do and pay for whatever is necessary to protect the value of the Property and Grantee's rights in the Property. Grantee's actions may include paying any sums secured by a lien which has priority over this Deed to Secure Debt, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Grantee may take action under this paragraph, Grantee does not have to do so.

Any amounts disbursed by Grantee under this agreement shall become additional debt of Grantor secured by this Deed to Secure Debt. Unless Grantor and Grantee agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Grantee to Grantor requesting payment. In addition, an administrative fee of fifty dollars or an amount equal to ten percent (10%) of advanced funds, whichever is greater, shall be assessed; however, such fee will only be assessed once for each default and shall not accrue interest. Grantor shall make immediate payment of such monies advanced including administrative fees. Failure of Grantee to demand immediate payment does not waive Grantee's right to collect such monies.

Time being of the essence of this contract, the Grantee shall have the right to accelerate the maturity of the debt hereby secured, by declaring the entire debt to be in default and immediately due and payable, upon the failure of Grantor to make any payment when due, pursuant to the note hereby secured, or upon failure of Grantor to perform any obligation or make any payment required of Grantor by the terms of this deed.

And Grantor further covenants and agrees that the possession of said premises, during the existence of said indebtedness, by Grantor, or any persons claiming under Grantor, shall be that of tenant under Grantee, or assigns, during the due performance of all the obligations aforesaid, and that in case of a sale as hereinafter provided, Grantor, or any person in possession under Grantor, shall then become and be tenants holding over or tenants at sufferance and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over.

In the event of default in the indebtedness hereby secured, either in due course or by acceleration as herein provided, or in the event of default in the performance of any of the obligations required of the Grantor by the terms of this deed, the Grantee shall be entitled to have a receiver appointed for the property herein described, in connection with or as a part of any proceeding to foreclose this deed or to enforce any of its terms or the collection



of all or any part of said debt and Grantor agrees to the appointment of such receiver without proof of insolvency or other equitable grounds and hereby appoints the Grantee as attorney in fact with authority to consent for the Grantor to the appointment of such receiver.

In the case the debt hereby secured shall not be paid when it becomes due by maturity in due course, or by reason of a default as herein provided, Grantor hereby grants to Grantee and assigns, the following irrevocable power of attorney: To sell the said property at auction, at the usual place for conducting sales at the Court House in the county where the land or any part thereof lies, in said State, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in the newspaper published in the county where the land lies, all other notice being hereby waived by Grantor, and Grantee or any person on behalf of Grantee, or assigns, may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a sufficient conveyance of said premises in fee simple, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends, and the Grantor hereby constitutes and appoints Grantee and assigns, the agent and attorney in fact of Grantor to make such recitals, and hereby covenants and agrees the recitals so to be made by Grantee, or assigns, shall be binding and conclusive upon Grantor, and the heirs, executors, administrators, and assigns of Grantor, and that the conveyance to be made by Grantee or assigns, shall be effectual to bar all equity of redemption of Grantor or the successors in interest of Grantor, in and to said premises, and Grantee or assigns, shall collect the proceeds of such sale, and after reserving therefrom the entire amount of principal and interest due, together with the amount of any taxes, assessments and premiums of insurance or other payments theretofore paid by Grantee, with accrued interest at the note rate from date of payment, together with all costs and expenses of collection and sale and 15% of the aggregate amount due for attorney fees, shall pay any over-plus to Grantor, or to the heirs or assigns of the Grantor as provided by law.

The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

This mortgage and the note or notes hereby secured shall be deemed and construed to be contracts executed and to be performed in Alabama; and the invalidation of any portion shall not invalidate the remainder.

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GRANTORS ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE AND
GRANTORS AGREE TO ITS TERMS.

THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL
CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

Francisco B. Duenas
FRANCISCO BAUTISTA DUENAS

Dania Navarrete B
DANIA NAVERRETE BAUTISTA

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that
Francisco Bautista Duenas and Dania Navarrete Bautista, whose names are signed to the foregoing
instrument, and who are known to me, acknowledged before me on this day, that, being informed of the
contents of the said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 24 day of February 2009.



Mary Pamela Short
Notary Public
Print Name:
Commission Expires:

This Instrument Prepared By:
Marbella Capital, Inc.
P.O. Box 361932
Birmingham, AL 35236



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EXHIBIT "A"

Lot 84, according to the Survey of Daventry Sector II, Phase II, as recorded in Map Book 29, Page 32, in the Probate Office of Shelby County, Alabama.


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