


## MORTGAGE

  
20090325000110130 1/8 \$170.45  
Shelby Cnty Judge of Probate, AL  
03/25/2009 12:05:41PM FILED/CERT

1. Preamble. THIS MORTGAGE, made February 23, 2009 between Jose A. Gomez (Mortgagor), and Jeannette Y Coore (Mortgagee).

2. Mortgage and Description of Property. WITNESSETH, that to secure the payment of an indebtedness in the principal sum of Ninety-two thousand, two hundred and forty-three dollars (\$92,243), which sum is to be paid, with interest thereon, according to an obligation bearing even date herewith, Mortgagor mortgages to Mortgagee:

SEE ATTACHED EXHIBIT "A" FOR COMPLETE LEGAL DESCRIPTION

Fixtures, Personal Property, Etc. TOGETHER with the appurtenances and all the estate and rights of Mortgagor in and to the premises and together with all fixtures and articles of personal property attached to or used in connection with said premises, or which may hereafter be attached to or used in connection with the premises, all of which are covered by this Mortgage.

TO HAVE AND TO HOLD the premises with the appurtenances unto Mortgagee, to Mortgagee's own proper use and benefit forever.

3. Mortgagor's Obligations. Mortgagor further covenants with Mortgagee as follows:

- a. Pay the Mortgage Debt. Mortgagor will pay the indebtedness as hereinbefore provided.
- b. Payment of Taxes, Assessments, Etc., not covered by Escrow Deposit. Mortgagor will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made by way of monthly payments. If Mortgagor fails to make timely payment of these items, Mortgagee may pay them on Mortgagor's behalf and at Mortgagor's expense. Mortgagor will promptly deliver the official receipts of payment to Mortgagee.
- c. Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, thence 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 days' notice, by publishing once a

Mortgage Jose A. Gomez/Jeannette Y Coore

week for three 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 Court House 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 expense 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 therefore; 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.

d. Warranty of Title. Mortgagor warrants the title to the premises.

e. Adequate Insurance. Mortgagor will keep the buildings now or hereafter erected on the premises insured as may be required by Mortgagee against loss by fire and other hazards, casualties, and contingencies, in amounts and in companies and for periods as Mortgages shall require. Upon failure to so or underinsure will result in the following:

Mortgagee may have insurance written and pay the premium. If this occurs, the principal sum secured by this Mortgage together with the amount paid by Mortgagee for insurance shall at Mortgagee's option immediately become due and payable. Mortgagor will give Mortgagee immediate notice by mail of any fire, damage, or other casualty to the premises or of any conveyance, transfer, or change of ownership of the premises. If the premises or any part of them are damaged by fire or other hazard, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to Mortgagee and, at Mortgagee's option, may be applied to the debt or released for the repair or rebuilding of the premises.

f. Mortgagor's Default. The whole of the principal sum and of any other sums of money secured by this Mortgage shall, forthwith or thereafter, at Mortgagee's option, become due and payable upon the happening of either of the following events, even if they are remedied by Mortgagee:

i. Failure to pay in full any aggregate monthly payment before the due date of the next monthly payment.

ii. Failure of Mortgagor to perform or comply with any other covenant, agreement, term, or condition of this Mortgage.

g. Change of Law. In the event of the passage after the date of this Mortgage of any law deducting from the value of land for the purpose of taxing any lien on it, or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes, or the manner of collecting of such taxes, so as to affect this Mortgage, the holder of this Mortgage and of the debt that it secured, shall have the right to give 30 days' written notice to the owner of the mortgaged premises requiring the payment of the mortgage debt. If the notice is given, the debt shall become due, payable, and collectible at the expiration of the 30 days.

h. Transfer of the Property Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of 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, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender 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 Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted.

i. Assignment of Rents and Profits to Mortgagee. Should any default occur, the rents and profits of the premises and all leases existing at the time of the default are assigned to Mortgagee as further security for the payment of the indebtedness, and Mortgagee is empowered, upon default, to enter upon and take possession of the premises and to lease the premises and collect all the rents that are due or become due and to apply them, after payment of all necessary charges and expenses, on account of the indebtedness. A notice of default and of the entry and taking possession of the premises by Mortgagee, served upon the record owner of the premises personally, or by mail addressed to the owner at his last known address, shall be deemed to place Mortgagee in possession of the premises. Mortgagor, for Mortgagor, Mortgagor's heirs, and all subsequent owners of said premises, further covenants and agrees that if Mortgagor or any subsequent owner of the premises occupies them when an action or proceeding is commenced to foreclose this Mortgage, the occupant shall be deemed to be Mortgagee's

Mortgage Jose A. Gomez/Jeannette Y Coore


tenant, and Mortgagor or any subsequent owner agrees to pay in advance upon demand to the holder of this Mortgage as a reasonable monthly rental for the premises an amount at least equivalent to one-twelfth of the total of the twelve monthly installments payable in the then-current year, plus the actual amount of the annual taxes, assessments, water rates, and insurance premiums for that year not covered by the monthly payments. If the monthly rental is not paid, Mortgagor or subsequent owner agrees to vacate and surrender possession of the premises, and Mortgagee shall be empowered to dispossess Mortgagor or any subsequent owner of the premises by the usual summary proceedings. This covenant shall become effective immediately after the happening of any default, solely on the determination of the holder of this Mortgage, who shall give notice of the determination to Mortgagor or subsequent owner of the mortgaged premises. In case of foreclosure and the appointment of a receiver of the rents, this covenant shall inure to the benefit of the receiver.

j. Appointment of Receiver of Rents and profits. Mortgagee, Mortgagee's successors, or assigns, in any action to foreclose this Mortgage, shall be entitled as a matter of right and without regard to the value of the premises or Mortgagor's solvency or that of any owner of the premises, upon application to any court having jurisdiction, to the appointment of a receiver of the rents and profits of the premises and of the rental value of the portions of the premises occupied by the owner at the time, which the owner agrees to pay, without notice to Mortgagor, Mortgagor's heirs, administrators, successors, or assigns. In such event, the rents and profits and rental value are assigned to the holder of this Mortgage as further security for the payment of the indebtedness.

k. No assignment of Rents by Mortgagor. Mortgagor will not assign the rents or any part of the rents of the mortgaged premises without first obtaining Mortgagee's written consent to the assignment.

l. Mortgagor to Furnish Statement of Balance Due. Mortgagor within 5 days upon request in person or within 30 days upon request by mail will furnish a statement of the amount due on this Mortgage.

m. Service of Notices and Demands. Notices and demands or request must be in writing and may be served in person or by mail.

  
20090325000110130 4/8 \$170.45  
Shelby Cnty Judge of Probate, AL  
03/25/2009 12:05:41PM FILED/CERT

✓ *Jose A. Gomez*  
Payor/Borrower

THE STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jose A. Gomez, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such instrument, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 23rd day of February, 2009.

*Judith H. Redd*  
Notary Public

My Commission Expires: 6-28-12

**Document Prepared by:**


H. Doug Redd, Esquire  
5343 Old Springville Road  
Pinson, Al 35126

*UPON MY DEATH THE BALANCE OF THIS MORTGAGE IS  
CONSIDERED PAID IN FULL AND TOTALLY FORGIVEN*

*Jeannette Y. Coore*  
JEANNETTE Y. COORE


*She E Ben*

MY COMMISSION EXPIRES JUNE 18, 2012

  
20090325000110130 5/8 \$170.45  
Shelby Cnty Judge of Probate, AL  
03/25/2009 12:05:41PM FILED/CERT

## REAL ESTATE MORTGAGE NOTE

\$92,243  
Birmingham, Alabama,  
January 1, 1999

  
20090325000110130 6/8 \$170.45  
Shelby Cnty Judge of Probate, AL  
03/25/2009 12:05:41PM FILED/CERT

FOR VALUE RECEIVED, the undersigned, Jose A. Gomez, (hereinafter referred to as "Payor", promises to pay to Jeannette Y Coore (collectively referred to as "Payee") or order, Ninety-two thousand, two hundred and forty-three dollars (\$ 92,243) or more, together with interest, as set forth herein below.

1. Principal and interest shall be paid as follows:

A. On the 01/01/1999 day of each month, commencing on 01/01/1999 with equal Monthly payments of \$ 591.37, representing principal and interest at 6.50% per annum. Commencing 01/01/2003 installment payments shall change to \$545.80 per month, including principal and interest, at 5.5% per annum beginning on 01/10/2003 and continuing on the tenth day of each and every month thereafter until 05/10/2023.

LATE CHARGE: A late charge of 5% of payment due is due and payable if payment is made more than ten days after due date.

2. This note is further subject to and governed by the provisions contained in or referred to in the Mortgage which secures this note.


3. Should default be made in the payment of any installment when due hereunder, then at the election of the holder of this note the whole sum of principal and interest shall become immediately due and payable; provided, however, the Payor shall not have any personal liability under the note.

4. In the event action is instituted on this note, or if any other judicial action or proceeding is instituted by Payee, or by any person respecting proceedings to foreclose the loan evidenced hereby, or to foreclose on the land securing said loan, or in connection with any state or federal tax lien levied against the undersigned, or to enforce any assignment of rents, or for the appointment of a receiver, the undersigned, and every endorser and guarantor hereof and every person who assumes the obligations evidenced by this note, jointly and severally promise to pay, in addition to the costs and disbursements otherwise allowed by law, reasonable attorney's fees for services performed by the Payee's attorneys and all costs and expenses incurred incident to such employment.

5. Any notice, request, demand, instruction or other document to be given to either party hereto may be given by (i) delivering the same in writing to such party in

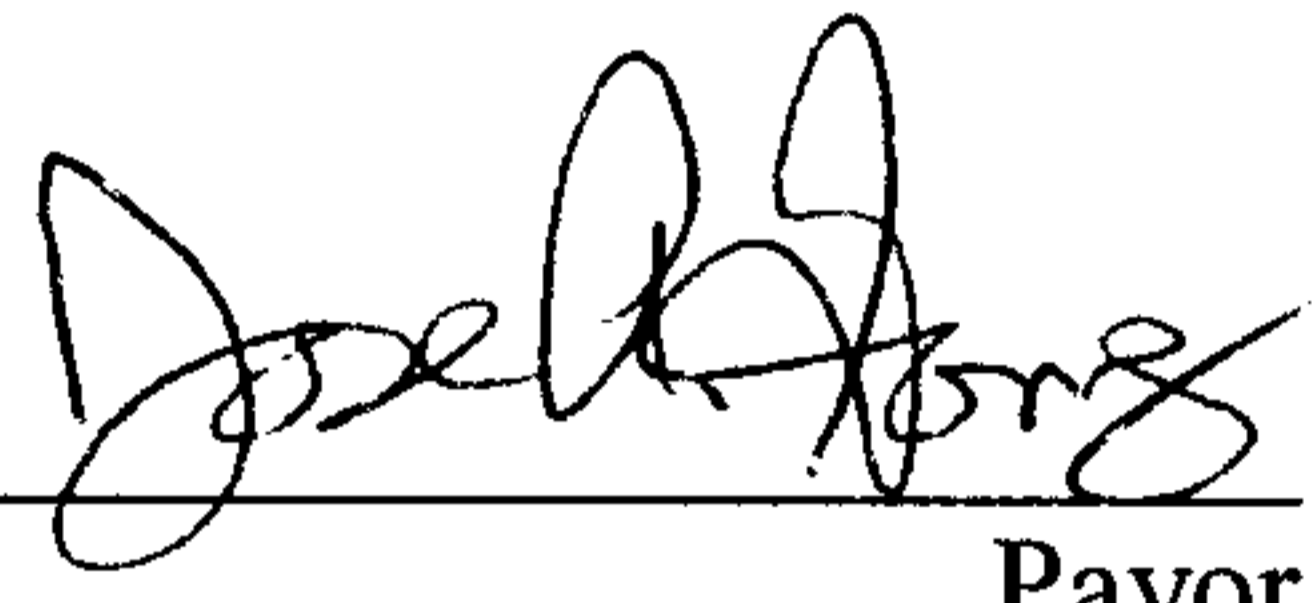
person, (ii) by sending same by Federal Express to the party's address, or (iii) by sending the same by certified mail, postage prepaid to the party's address. The respective addresses of the parties are the following:

Payor:  
Jose A. Gomez  
124 Norridge Place  
Pelham, Al 35124

  
20090325000110130 7/8 \$170.45  
Shelby Cnty Judge of Probate, AL  
03/25/2009 12:05:41PM FILED/CERT


Payee:  
Jeannette Y Coore  
1031 Auburn Road  
Venice, Fl 34293

  
MY COMMISSION EXPIRES JUNE 18, 2012

BY   11/13/2008  
Payor

\_\_\_\_\_  
Payor

UPON MY DEATH THE BALANCE OF THE MORTGAGE  
NOTE IS CONSIDERED PAID IN FULL & TOTALLY  
FORGIVEN

  
JEANNETTE Y. COORE  
DATE: 11.16.08

MY COMMISSION EXPIRES JUNE 18, 2012



SEND TAX NOTICE TO:  
Jose A. Gomez  
124 Norridge Place  
Pelham, AL 35124-2703

This instrument prepared by:

Harold H. Goings  
Spain & Gillon  
2117 Second Avenue North  
Birmingham, Alabama 35203

**WARRANTY DEED**

STATE OF ALABAMA )  
SHELBY COUNTY )

06/19/1996-19933  
02:39 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 49.00

KNOW ALL MEN BY THESE PRESENTS, That in consideration of the sum of One Hundred Thirty One Thousand and 00/100 Dollars (\$131,000.00) to the undersigned Grantor in hand paid by the Grantee herein, the receipt whereof is acknowledged, we, **Thomas W. Taylor and wife, Betty R. Taylor** (herein referred to as "Grantor") do grant, bargain, sell and convey unto **Jose A. Gomez** (herein referred to as Grantee), the following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 24, according to the Amended Map of the Resurvey of the Final Plat of Stratford Place, Phase III, as recorded in Map Book 14, Page 38, in the Probate Office of Shelby County, Alabama.

TO HAVE AND TO HOLD, to the said Grantee, his successors and assigns, forever.

And we do for ourselves and for our heirs, executors, and assigns covenant with the said Grantee, his successors and assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that we have a good right to sell and convey the same as aforesaid; that we will and our heirs, executors and administrators shall warrant and defend the same to the said Grantee, his successors and

\$93,000.00 of the consideration was paid from the proceeds of a purchase money mortgage closed simultaneously herewith.

Inst # 1996-19933