20110607000167770 1/5 $33.00
Shelby Cnty Judge of Probate, AL
06/07/2011 03:49:16 PM FILED/CERT

RECORDING REQUESTED BY
AND MAIL TO:
Gonzales & Gonzales
Bonds and Insurance Agency, Inc.
412 E. Commercial Street
Los Angeles, California 90012

Space Above This Line for Recorder's Use Only

MORTGAGE DEED

THIS MORTGAGE, made this 27th day of April, 20 11, Between Elizabeth Rosales (MORTGAGOR), to AMERICAN SURETY COMPANY, an Indiana Corporation and GONZALES & GONZALES BONDS AND INSURANCE AGENCY, INC., a CALIFORNIA Corporation (Mortgagees) c/o Gonzales & Gonzales Bonds and Insurance Agency, Inc., 412 E. Commercial Street, Los Angeles, California 90012.

WITNESSETH: That Mortgagor hereby irrevocably Mortgages, grants, conveys and encumbers that certain real property, which does not exceed forty (40) acres in area (or the Property is located in an incorporated city or village), situated in the County of Shelby, State of Alabama, together with mortgage covenants, the land, with the building situated thereon, all improvements and fixtures now hereafter a part thereof, particularly described as follows:

See Exhibit"A" Attached

Said property is commonly known as: 445 5th Ave SE, Alabaster, Alabama 35007
APN:

This mortgage shall serve as collateral for payment to the Mortgagees, of any and all monies, losses, premiums, interest, damages, or liabilities suffered, sustained, made or incurred by Mortgagees pursuant to the terms of the certain Bond Agreement and Promissory Note executed by Mortgagor, the terms of which are incorporated herein by reference as though fully set forth herein, which Bond Agreement was executed, on account of growing out of, or resulting from the Mortgagees' issuance of a certain Immigration Bond in favor of the Department of Homeland Security of the United States of America on behalf of Moctezuma-Castro Ivan Feliciano and is identified as "A" number and/or bond number **A** 201142362, in the amount of $ 6,000.00.

AND FOR WHICH AMOUNTS in said Bond Agreement and Promissory Note, including security of this Mortgage and its provisions (1) through (14), on the "Provisions" section of this instrument that Mortgagor(s) agree to abide and protect.

It is agreed and conditioned that a statement signed by the Mortgagees at any time hereafter setting forth that the bond has been breached or that a loss, damage, expenditure, including premiums, advances of superior Mortgages, judgments, taxes, liens, including fire insurance premiums, etc., or liability has been sustained by the Mortgagees on account of the aforesaid Bond; the date and amount(s) of such loss, damages, expenditures, and/or liability; that payment has been demanded of the Mortgagor(s) and that such loss, damages, expenditures or determined liability has not been paid to the Mortgagees shall be conclusive and binding on Mortgagor(s), and shall be the warrant of the Mortgagees to proceed forthwith to foreclose and sell the security herein, and from the proceeds of sale, collect the

SIGNATURES OF MORTGAGOR(S)

X ____________________ Signature/Firma

Elizabeth Rosales
Print Name

X ____________________ Signature/Firma

____________________ Print Name

X ____________________ Signature/Firma

____________________ Print Name

X ____________________ Signature/Firma

____________________ Print Name

WITNESSES

X Shirley J Dyson
Signature/Firma

Shirley J Dyson
Print Name

X ____________________ Signature/Firma

Joaquien Cardona
Print Name

IN WITNESS WHEREOF, the Mortgagor(s) has/have hereunto set his/her/its/their hands the day and year first hereinabove written.

STATE OF Alabama

County of Lee

On this 27th day of April, 20 11 before me, a Notary Public for the State of Alabama, personally appeared Elizabeth Rosales

____

____________________ known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary public ____________________

Notary public printed name: Dennis Collar

Residing in: Lee County Alabama

My commission expires: My Commission Expires July 2, 2011

20110607000167770 2/5 $33.00
Shelby Cnty Judge of Probate, AL
06/07/2011 03:49:16 PM FILED/CERT

PROVISIONS SECTIONS (PLEASE RECORD)

THE PROVISION (1) THROUGH (14) ARE TO BE RECORDED ALONG WITH PREVIOUS PAGES ENTITLED MORTGAGE DEED

The Mortgagor covenants with the Mortgagee as follows:

1. That the Mortgagor will pay the indebtedness as hereinbefore provided; pay all taxes, assessments, interest and penalties; discharge all encumbrances which appear to be superior hereto; to pay all costs, fees and expenses of this, including cost of search and evidence of title, advertising and recording expense, documentary taxes and attorney's fees as allowed by law. In default thereof, the Mortgagee may pay the same and seek reimbursement as provided herein.
2. That the Mortgagor warrants the title to the premises.
3. That the Mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the Mortgagee; that he will assign and deliver the policies to the Mortgagee; and that he will reimburse the Mortgagee for any premiums paid for insurance made by the Mortgagee on the Mortgagor's default in so insuring the buildings or in so assigning and delivering the policies. Mortgagor authorizes the insurer to make payment of a loss directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and Mortgagee may apply the proceeds to the outstanding indebtedness or to the restoration of the property, at their sole option.
4. To keep said property in good condition and repair and that no building on the premises shall be removed or demolished without the consent of the Mortgagee; not to commit or permit waste thereof; not commit, permit or suffer any act upon said property in violation of law; and to pay when due all claims for labor performed and materials furnished therefore.
5. Mortgagor hereby assigns to Mortgagee during the continuance hereof, the rents, issues, royalties, and profits of the property and of any personal property located thereon. If Mortgagor shall default in payment of debt secured hereby, Mortgagee shall have the right, with or without taking possession of the property to collect all rents, royalties, issues and profits. The exercise of this right by Mortgagee to collect shall not be construed as an affirmation of any tenancy, lease or option, nor an assumption of liability under, nor subordination of the lien or charge of this Mortgage to any such tenancy, lease or option.
6. Upon full repayment of the debt and upon cancellation of this Mortgage, Mortgagees shall reconvey to Mortgagor, without warranty, the property held hereunder. Mortgagor hereby acknowledges that one of the Mortgagees may execute the satisfaction and/or release of this mortgage and re-conveyance without the consent of the other and that said satisfaction and/or release shall bind each and every Mortgagee hereunder.
7. Upon Mortgagor's default, Mortgagee may at any time without notice, either in person, by agent or by receiver, and without regard to the adequacy of any security for the debt hereby secured, enter upon and take possession of the property, in its own name sue for or otherwise collect said rents, issues and profits, including those past due and unpaid, and apply the same, less cost and expenses of operation and collection, including reasonably attorney's fees in such order as Mortgagee's may determine. The entering upon and taking possession of said property, the collection of rents, issues and profits, or the proceeds of insurance shall not cure or waive any default or notice of default hereunder.
8. Time is of the essence. Upon default by Mortgagor in the payment of any indebtedness secured here by or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Mortgagee. In the event of such default, Mortgagees may execute a written notice of default and of election to cause such property to be sold to satisfy the obligations hereof, and Mortgagees shall file such notice for record, in each county wherein such property or some part thereof is situated. Mortgagee shall further have the option of foreclosing this Mortgage in the manner provided by law for the foreclosure of mortgages on real property and Mortgagees shall be entitled to recover in such proceedings all costs and expenses incident thereto, including reasonable attorney's fee in such amount as shall be fixed by the Court.

PROVISIONS SECTION (PLEASE RECORD) (continued)

9. In the event Mortgagor fails to pay any of said notes or monies due hereunder promptly at maturity or any interest thereon, or fails to pay any of the taxes due on said property before the same becomes delinquent, or fails to keep the Property fully insured for the benefit of Mortgagee, or destroys, damages or impairs the Property, or allows the Property to deteriorate or decrease in value due to its condition, or fails to pay any other lawful charges against said property, then the entire debt secured by this deed shall become due and payable at once, at the option of the holder, time being of the essence, and without further demand may invoke the power of sale granted by Mortgagor and any other remedies permitted by applicable law. Mortgagor appoints Mortgagee the agent and attorney-in-fact for Mortgagor to exercise the power of sale. If Mortgagee invokes the power of sale, Mortgagee shall give a copy of a notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Mortgagee, without further demand on Mortgagor, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Mortgagee determines. Mortgagee or its designee may purchase the Property at any sale. Mortgagee shall convey to the purchaser indefeasible title to the Property, and Mortgagor hereby appoints Mortgagee Mortgagor's agent and attorney-in-face to make such conveyance. The recitals in the Mortgagee's deed shall be prima facie evidence of the truth of the statements made therein. Mortgagor covenants and agrees that Mortgagee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. The power and agency granted are coupled with an interest, are irrevocable by death or otherwise and are cumulative to the remedies for collection of debt as provided by applicable law. If the Property is sold hereunder, Mortgagor, or any person holding possession of the Property through Mortgagor, shall immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Mortgagor or such person shall be a tenant holding over and may be dispossessed in accordance with applicable law.
10. Except as may be otherwise provided herein, Mortgagor agrees to pay to Mortgagees the costs and expenses, including a reasonable attorney's fee, incurred by either of them in instituting, prosecuting or defending any Court action in which Mortgagor does not prevail, if such action involves the interpretation hereof by a party hereto, including but not limited to an action to obtain possession of the above described property after exercise of the power of sale granted hereunder.
11. This Mortgage shall apply to, inure to the benefit of and bind all parties hereto, their heirs, legatees, devisee, administrator, executors, successors and assignees. All obligations of Mortgagor hereunder are joint and several. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
12. The terms and conditions of the Administrative Immigration Bond, Promissory Note and Bond Agreement are incorporated herein as if fully set forth in this document. Any one Mortgagee alone may release this Mortgage Deed.
13. If any payments provided for in the Agreements or this mortgage are not promptly paid by the Mortgagor, if the buildings are not kept insured as provided, or if the Mortgagor defaults in any of the other covenants, stipulations or agreements, the Mortgage, without waiving or affecting the option to foreclose, may pay any and all such payments or obligations, may insure the buildings, or may otherwise perform any of the covenants or agreements on behalf of the Mortgagor, and any and all such sums or expenses paid or incurred, with interest thereon from the date of payment at the rate of twelve percent (12%) per annum, shall also be secured by this mortgage.
14. Without affecting the liability of any person for the repayment of the debt secured hereby, or the lien of this Mortgage, the Mortgagee may from time to time and without notice (a) release any person liable for payment of any of the debt; (b) extend the time or otherwise alter the terms of payment of any of the debt, (c) alter, substitute or release any property securing the debt; and (d) reconvey; without warranty, all or any part of the property.

20110607000167770 4/5 $33.00
Shelby Cnty Judge of Probate, AL
06/07/2011 03:49:16 PM FILED/CERT

E X H I B I T "A"

COUNTY OF SHELBY
STATE OF ALABAMA

COMMENCE AT THE SW CORNER OF THE NE ¼ OF THE NW ¼ OF SECTION 1 TOWNSHIP 21, S RANGE 3 WEST, SHELBY COUNTY, A1., THENCE RUN NORTH 108 FEET, THENCE RUN EAST 375 FEET, THENCE RUN SOUTH 15 FEET TO POB. THENCE CONTINUE SOUTH 93 FEET TO SOUTH LINE OF SAID ¼ - ¼ SECTION, THENCE RUN EAST ALONG SAID ¼ - ¼ LINE 350 FEET TO THE WEST ROW OF LIBERTY CHURCH ROAD. THENCE RUN NORTHWESTERLY 400 FEET MORE OR LESS TO POB.

LESS AND EXCEPT ANY ROAD RIGHT OF WAYS OF RECORD. GRANTOR DOES NOT ASSUME ANY LIABILITY FOR UNPAID TAXES.

20110607000167770 5/5 $33.00
Shelby Cnty Judge of Probate, AL
06/07/2011 03:49:16 PM FILED/CERT