

STATE OF ALABAMA	)	
	)	REAL ESTATE MORTGAGE
SHELBY COUNTY	)	

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS Enrique Munoz and Guadalupe Arroyo-Tena, hereinafter called ("Party of the First Part"), is justly indebted to Leo Huang and Shu Shurette, hereinafter called ("Party of the Second Part"), in the principal sum of One Hundred Fifty Thousand & 00/100 (\$150,000.00) Dollars payable in full no later than 10/1/2022...

In order to secure the prompt payment of said note, executed of even date and when due, the Party of the First Part for and consideration of the premises, and the sum of One Dollars (\$1.00) in hand paid this date, to the Party of the First Part by the Party of the Second Part, does hereby GRANT, BARGAIN, SELL and CONVEY to the Party of the Second Part of the following described real estate situated in Shelby County, Alabama, to-wit:

Legal Description: Lot 22, according to the Map of Riverchase Country Club, First Addition, as recorded in Map Book 7 Page 115 in office of the Judge of Probate of Shelby County, Alabama.

PCL ID#: 11-7-26-0-001-065.000

Street Address: 965 Riverchase Parkway West, Hoover, Al. 35244-1610

(If any of the above descriptions should vary, the "Legal Description" should be considered correct).

The above described property does not constitute any part of the homestead of the grantors.

This conveyance is made subject to all exceptions, encumbrances, covenants, restrictions, Home Owner Association requirements and liens which appear recorded or to which reference is made from the Shelby County, Alabama, Probate records.

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the Party of the Second Part forever. BUT THIS CONVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS NEVERTHELESS, that is to say. If the Party of the First Part shall well and truly pay, or cause to be paid, the said promissory note, and each and every installment thereof, and interest thereon, when due, and all other amounts which may become due hereunder when such become due, then this conveyance

shall become null and void. But should the Party of the First Part fail to pay said note, or any installment thereof when due, or shall fail to pay any other sums that become due hereunder when due, then all of said indebtedness shall become due and payable at once, at the option of the Party of the Second Part. However, failure of the Party of the Second Part to enforce this provision as to one or more delinquent installments or other amounts due hereunder shall not be a waiver of the right to subsequently invoke such provision. Upon any such default by the Party

of the First Part, the Party of the Second Part or the successors, heirs, assigns, agents, or attorneys of the authorized and empowered to sell the said property hereby conveyed at auction for cash at the Courthouse door of the County in which said property is situated, after first having given notice thereof for three (3) weeks by publication in any newspaper then published in the county in which said property is situated, and to execute a property conveyance to the purchaser and out of the sale proceeds to the Party of the Second Part shall first pay all expenses incident thereto, together with a reasonable attorney's fee, then retain enough to pay said note and interest thereon and any sums advanced by the Party of the Second Part for taxes, assessments, insurance, and other encumbrances, if any. The balance, if any, shall be paid over to the Party of the First Part. In the event of such sale, the Party of the Second Part, or the successors, assigns, agents or attorneys of the party of the Second Part are hereby authorized and empowered to purchase the said property the same as if they were strangers to this conveyance and any such sale, and the auctioneer or person making the sale is empowered and directed to make and execute a deed to the purchaser at such sale in the name of the Party of the First Part.

It is also agreed that in case the Party of the Second Part, or the heirs, successors or assigns of the Party of the Second Part, see fit to foreclose this mortgage in a court having proper jurisdiction, that the Party of the First Part will pay a reasonable attorney's fee for the bringing and prosecution of such foreclosure action and for any appeals therefrom, together with all costs of litigation incurred by the Party of the Second Part, all of which shall be and constitute a part of the debt hereby secured.

The Party of the First Part specially waives all exemptions which Party of the First Part now or hereafter may be entitled to under the Laws and Constitution of the State of Alabama in regard to the collection of the debt secured hereby.

The Party of the First Part agrees to keep said property in good repair, normal wear and tear excepted, and further agrees to keep said property insured against fire, hail, flood, and windstorm with good and responsible companies acceptable to the Party of the Second Part for not less than an amount equal to the principal amount of this mortgage debt, and to have each such policy payable to the Party of the Second Part, as the Party of the Second Part's interest may appear in said property, and further agrees to deliver copies of such paid-up policies to the Party of the Second Part. Should the Party of the First Part fail to insure said property, then the Party of the Second Part is hereby authorized to do so, and the premiums so paid by the Party of the Second Part shall be and constitute a part of the debt secured hereby.

The Party of the First Part agrees to pay all taxes and assessments, general or special, levied



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upon such property before such become delinquent. Should the Party of the First Part fail to pay any such taxes or assessments before they become delinquent, then the Party of the Second Part is hereby authorized to do so, and all such payments shall thereupon constitute a part of the debt secured hereby.

Should the Party of the First Part fail to procure proper insurance, or fail to pay any taxes or assessments, as hereinabove provided, and should the Party of the Second Part pay the same, then the Party of the First Part shall be deemed to have materially breached the terms of this instrument if the Party of the First Part fails to reimburse the Party of the Second Part for the same plus interest at the rate specified hereinabove within ten (10) days after the Party of the Second Part gives the Party of the First Part written demand by first class mail of the amounts due.

IN WITNESS THEREOF, the Party of the First Part has executed this Mortgage with seal affixed on the 4th day of October, 2012 at Birmingham, Alabama.

ENRIQUE MUNOZ/date		GUADALUPE ARROYO-TENA/date		
State of Alabama County of Jefferson	)			

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

Given under m	y hand this the	4211	day of Oct	ober, 2012.	
(Notary Public)	Dunh	MYCC	MMISSION EX	XPIRES:	2/2015
State of Alabama County of Jefferson	)				

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that <u>Guadalupe Arroyo-Tena</u>, whose name is signed to the foregoing Mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Mortgage, she executed the same voluntarily on the day the same bears date.