

This instrument prepared by:
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P. O. Box 55727
Birmingham, Alabama 35255-5727

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STATE OF ALABAMA)

COUNTY OF SHELBY)

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on this 25th day of September, 2015, **Maximo Dominguez** ("Dominguez") and **Sandra L. Naranjo** ("Naranjo"), husband and wife, whose address is 3333 Shallowford Road, Birmingham, AL 35216 (Dominguez and Naranjo are hereinafter together called "Mortgagor"), hereby execute this Mortgage in favor of **Frank E. Plan** ("Plan"), **Harold L. Ridgeway** ("Ridgeway"), and **Harry McDowell** ("McDowell") and, together with Plan and Ridgeway, hereinafter called "Mortgagees", pursuant to the terms and conditions hereof; and

WHEREAS, in connection with the purchase and sale of the Property (as defined below), Dominguez is justly indebted to Mortgagees in the sum of Five Hundred Eighty Thousand and no/100 Dollars (\$580,000.00) (the "Loan"), in lawful money of the United States of America and has agreed to pay the same in accordance with the terms of that certain Promissory Note of even date herewith from Dominguez in favor of Mortgagees (together with any and all additional extensions, revisions, modifications or amendments thereto at any time made, and together with any and all promissory notes given in extension or renewal of, or in substitution or replacement for, such note, hereinafter referred to as the "Note"); and

WHEREAS, in order to induce Mortgagees into making the Loan to Dominguez, Mortgagor has agreed to execute this Mortgage, and Mortgagor has agreed that this Mortgage should be given to secure the prompt payment of the following (collectively, the "Secured Obligations"): (i) all principal, interest and other amounts due under the Note and all renewals and extensions thereof; and (ii) any future payment, advances or expenditures made by Mortgagees as hereinafter provided and whether incurred or given as maker, endorser, guarantor or otherwise.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) to the undersigned Mortgagor in hand paid by the Mortgagees, whether one or more, the receipt whereof is hereby acknowledged, and for the purpose of securing the prompt payment of the Secured Obligations as they become due, the said Mortgagor does hereby grant, bargain, sell, alien, convey, transfer and mortgage unto the Mortgagees the real property situated in Shelby County, State of Alabama as more particularly described on Exhibit A attached hereto, together with the hereditaments and appurtenances thereunto belonging, and also together with all fixtures thereon (collectively, the "Property").

TO HAVE AND TO HOLD the same with all the rights, privileges, and appurtenances thereunto belonging or in anywise appertaining unto the said Mortgagees and assigns of the Mortgagees forever.

AND Mortgagor does covenant with Mortgagees that Mortgagor is in lawful possession of the Property and has good right to convey the same; that the Property is free from all liens, charges, and

encumbrances whatsoever unless specifically described herein (the "Permitted Encumbrances"); and that subject only to the Permitted Encumbrances, if any, Mortgagor does warrant and will defend the title to the same unto Mortgagees against the lawful claim of all persons whomsoever.

This Mortgage is made, however, subject to the following covenants, conditions and agreements:

1. Mortgagor shall pay the said Secured Obligations when due, whether in due course or under any condition, covenant or agreement herein contained.

2. Mortgagor shall keep the Property in good condition and repair, reasonable wear and tear excepted; shall not permit nor perform any act which would in any way impair the value of the Property; shall not remove any fixture nor remove or demolish any building or improvement located on the above described land without the written consent of Mortgagees; and shall neither commit nor permit waste of the Property.

3. Mortgagor shall pay and discharge as the same become due all taxes and assessments (except income taxes of the Mortgagees) that may accrue, be levied or assessed upon the Property or any part thereof, which may be or become a lien prior to the lien of this Mortgage or have priority in payment to the Secured Obligations, or upon Mortgagees' interest therein or upon this Mortgage or the Secured Obligations, without regard to any law heretofore or hereafter enacted imposing payment of the whole or any part thereof upon the Mortgagees; upon the passage of any law imposing the payment of the whole or any part thereof upon the Mortgagees or upon the rendering by any appellate court of competent jurisdiction that the undertaking by the Mortgagor to pay such taxes is legally inoperative, then the Secured Obligations without deduction shall, at the option of Mortgagees, become immediately due and payable, notwithstanding anything contained in this Mortgage or any law heretofore or hereafter enacted; and Mortgagor shall not suffer or permit any such taxes or assessments on the said Property to become or remain delinquent or permit any part thereof or any interest therein to be sold for any taxes or assessments.

4. Mortgagor shall pay all debts, claims, or other charges that may become liens against the Property or any part thereof for repairs or improvements that may have been, or may hereafter be, made on the Property and shall not permit any lien or encumbrance of any kind to accrue or remain on the Property or any part thereof, whether or not the same would become superior to the title of Mortgagees or the lien of this Mortgage, without the prior written consent of the Mortgagees.

5. Mortgagor shall provide, maintain, and deliver to Mortgagees policies of fire and such other insurance as Mortgagees may from time to time require in companies, form, and amounts satisfactory to Mortgagees upon the improvements and contents now or hereafter situated on the Property, and shall assign and deliver to Mortgagees with satisfactory mortgage clauses all insurance policies of any kind or in any amount now or hereafter issued upon the Property. Mortgagor shall continue said insurance in force throughout the life of this Mortgage. Mortgagor shall give immediate notice in writing to Mortgagees of any loss or damage to the Property caused by any casualty. Full power is hereby conferred on Mortgagees to settle any compromise claims under all policies and to demand, receive, and receipt for all monies becoming payable thereunder and to assign absolutely all policies to any endorsee of the Note or other document evidencing the Secured Obligations secured hereby or to the grantee of the Property in the event of the foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the Secured Obligations secured hereby. In the event of loss under any of the policies of insurance herein referred to, the proceeds of such policy shall be paid by the insurer to Mortgagees which, at its sole and absolute discretion, shall apply the same, wholly or partially, after deducting all costs of collection, including a reasonable attorney's fee, if permitted by law, either as a payment on account of the Secured Obligations secured hereby, whether or not then due or payable, or toward the alternation, reconstruction, repair, or

restoration of the Property, either to the portion thereof by which said loss was sustained or any other portion thereof. In the event of foreclosure, Mortgagor's interest in said insurance policies shall automatically pass to the purchaser at foreclosure.

6. If Mortgagor fails to insure the Property, or to pay and furnish receipts for all taxes and assessments, or to pay debts, claims or other charges for repairs and improvement, or to keep the Property in good condition and repair, all as provided herein, Mortgagees may at its option procure such insurance, pay such taxes and assessments, redeem the Property from any tax sale, procure such receipts, or enter upon the Property and make such repairs as it may deem necessary; and Mortgagor shall immediately pay to Mortgagees all sums which it shall have so paid, together with interest at the rate then accruing under the Note from the date the same was paid, and for payment thereof, this Mortgage shall stand as security in like manner and effect as for the payment of the Secured Obligations; but the failure of Mortgagees to procure such insurance, to pay such taxes and assessments, to redeem the Property from any tax sale, or to make repairs shall in no way render Mortgagees liable to Mortgagor. If Mortgagees shall elect to advance insurance premiums, taxes or assessments, or redeem from tax sale, the receipt of the insurance company or of the proper tax official shall be conclusive evidence of the amount, validity and the fact of payment thereof.

7. Mortgagor shall immediately pay to Mortgagees all sums, including costs, expenses and reasonable agent's or attorney's fees, if permitted by law, which it may expend or become obligated to pay in any proceedings, legal or otherwise, to prevent the commission of waste; to establish or sustain the lien of this Mortgage or its priority, or to defend against liens, claims, rights, estates, easements or restrictions, asserting priority to this Mortgage; in payment, settlement, discharge or release of any asserted lien, claim, right, easement or restriction made upon advice of competent counsel that the same is superior to the lien of this Mortgage; or to recover any sums hereby secured, together with interest on all such sums at the rate then accruing under the Note until paid; and for payment of such sums and interest, this Mortgage shall stand as security in like manner and effect as for the payment of the said indebtedness.

8. If default shall be made in the payment of the Secured Obligations secured hereby or any part thereof in accordance with the terms thereof, or in the performance of any covenant, condition, or agreement of this Mortgage, or if any lien, charge or encumbrance, other than this Mortgage, shall be placed upon the Property without the prior written consent of the Mortgagees, then the whole Secured Obligations hereby secured with all interest thereon, and all other amounts secured hereby shall, at the option of the Mortgagees, become immediately due and payable and this Mortgage subject to foreclosure; and Mortgagees shall have the right and are hereby authorized to enter upon and take possession of the Property, and after or without taking possession, to sell the same before the Courthouse door in the county where the above described real estate is located, at public outcry for cash, after having given notice of the time, place and terms of sale, together with a description of the land, by publication once a week for three successive weeks prior to said sale in some newspaper published in said county, and, upon payment of the purchase money, Mortgagees or any person conducting said sale for Mortgagees is authorized and empowered to execute to the purchaser at said sale a deed to the Property so purchased. And Mortgagees may bid at said sale and purchase said Property, or any part thereof, if the highest bidder therefor.

Said sale may be adjourned by the Mortgagees, or its agent, and reset at a later date; provided that an announcement to that effect be made at the scheduled place of sale at the time and on the date the sale is originally set, and the original notice shall be published once again with a statement at the bottom that said sale has been postponed and the date when it will occur.

The proceeds of said sale shall be applied: first, to the expenses of advertising and selling, including reasonable attorney's fees, if permitted by law; second, to the repayment of any money, with

interest thereon, which Mortgagees may have paid, or become liable to pay, or which they may then be necessary to pay, for taxes, assessments, insurance or other charges, liens or debts as hereinabove provided; third, to the payment in full of the Secured Obligations with interest to date of sale (the amounts so applied to be distributed among the Mortgagees, *pari passu*, on a pro rata basis in accordance with the amounts of the Secured Obligations owed to them on the date of any such payment); and fourth, the balance, if any, shall be paid to the party or parties appearing of record to be the owner of the Property at the time of the sale after deducting any expense of ascertaining who is such owner.

9. Mortgagor waives all rights of exemption pertaining to real or personal property as to any Secured Obligations secured by or that may be secured by this Mortgage, and Mortgagor waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the Property be set off against any part of the Secured Obligations secured hereby.

10. After foreclosure of this Mortgage, Mortgagor and all holding under it shall become and be conclusively presumed to be tenants at will of the purchaser at the foreclosure sale.

11. Any promise made by Mortgagor herein to pay money may be enforced by a suit at law, and the security of this Mortgage shall not be waived thereby, and as to such debts the Mortgagor waives all rights of exemption under the law and agree to pay a reasonable attorney's fee for the collection thereof, if permitted by law.

12. No delay or failure of Mortgagees to exercise any option herein given or reserved shall constitute a waiver of such option or estop Mortgagees from afterwards exercising same or any other option at any time; and the payment or contracting to pay by Mortgagees of anything Mortgagor has herein agreed to pay shall not constitute a waiver of the default of Mortgagor in failing to make said payments and shall not estop Mortgagees from foreclosing this Mortgage on account of such failure of Mortgagor.

13. If Mortgagor shall well and truly pay and discharge the Secured Obligations hereby secured as it shall become due and payable, and any and all renewals and extensions thereof, and shall do and perform all acts and agreements to be done and performed by Mortgagor under the terms and provisions of this Mortgage, then this conveyance shall be and become null and void, and Mortgagees shall satisfy this Mortgage at the expense of Mortgagor.

14. It is agreed that all awards of damages in connection with any condemnation for public use of or injury to any of the Property are hereby assigned and shall be paid to Mortgagees, who may apply the same to payment of the installments last due under the Note from Mortgagor to Mortgagees, and Mortgagees are hereby authorized in the name of Mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

15. If all or any part of the Property, or any interest therein, is sold or transferred by Mortgagor without Mortgagees' prior written consent, Mortgagees may, at Mortgagees' option, declare all the sums secured by this Mortgage to be immediately due and payable. If Mortgagees exercises such option to accelerate, Mortgagees shall mail Mortgagor notice of acceleration. Such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Mortgagor may pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Mortgagees may, without further notice or demand on Mortgagor, invoke any acceleration remedies.

16. All the covenants, conditions and agreements hereof shall bind, and shall inure to the benefit of and be available to, Mortgagor and Mortgagees and their respective heirs, executors, administrators, successors and assigns. The rights, options, powers and remedies herein provided shall be

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cumulative and no one or more of them shall be exclusive of the other or others, or of any right or remedy now or hereafter given or allowed by law.


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IN WITNESS WHEREOF, Mortgagor has hereunto set Mortgagor's hand and seal on this ____ day of September, 2015.

MORTGAGOR:



Maximo Dominguez



Sandra L. Naranjo

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Maximo Dominguez and Sandra L. Naranjo**, husband and wife, 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 said instrument they executed the same voluntarily.

Given under my hand this 25th day of September, 2015.



NOTARIAL SEAL



Notary Public
My commission expires: _____

Lots 1, 2, 3 and 4 of the Carl H. Raines Irrevocable Granddaughters' Trust Family Subdivision, as recorded in Map Book 28 page 57, in the Probate Office of Shelby County, Alabama; the same being formerly described as follows:

A part of the NE $\frac{1}{4}$, of NW $\frac{1}{4}$, of Section 25, Township 19, Range 3 West, described as follows: Begin on the West line of said forty acres where the Old Montgomery Road crosses said West line and run North 756 feet to the NW corner of said forty; thence East 745 feet to the NW corner of the lot sold to D. O. Hogue; thence South 756 feet to said Old Montgomery Road; thence West 745 feet to the point of the beginning. Mineral and mining right excepted.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
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A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the printed name of the Probate Judge.