

20231114000334130
11/14/2023 01:05:06 PM
MORT 1/4

County Division Code: AL040
Inst. # 2019096036 Pages: 1 of 4
I certify this instrument filed on
9/13/2019 8:23 AM Doc: NOTE
Alan L. King, Judge of Probate
Jefferson County, AL. Rec: \$25.00
MtgTx: \$37.50
Clerk: PEEPLESC

PROMISSORY NOTE

This Documents is being re-recorded in the County that the property is in.

Borrower: Jenny Phuong Trinh Le of 5595 Surrey ln. – Birmingham – AL 35242

Lender: Binh Nguyen of 2224 Hawksbury ln. - Hoover - AL 35226 (the "Lender")

Principal Amount: \$25,000 USD

1. FOR VALUE RECEIVED, The Borrower promises to pay to the Lender at such address as may be provided in writing to the Borrower, the principal sum of \$25,000 (twenty five thousand dollar) on or before 01/31/2022.
2. This Note will be repaid in consecutive monthly interest of \$300 each commencing on September 5th, 2019 and continuing on the first of each following
3. At any time while not in default under this Note, the Borrower may pay the full amount of \$25,000. At any time while not in default under this note, the Borrower may pay the amount of \$10,000 towards the principle. Every full \$10,000 paid into principle will reduce monthly interest of \$100.
4. Notwithstanding anything to the contrary in this Note, if the Borrower defaults in the performance of any obligation under this Note, then the Lender may declare the principal amount owing and interest due under this Note at that time to be immediately due and payable.
5. All costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by the Lender in enforcing this Note as a result of any default by the Borrower, will be added to the principal then outstanding and will immediately be paid by the Borrower. In the case of the Borrower's default and the acceleration of the amount due by the Lender all amounts outstanding under this Note will bear interest at the rate of 10.00 percent per monthly from the date of demand until paid.

This Note is secured by the following security (the 'Security'): 5595 and 5597 Surrey lane – Birmingham – AL 35242 with parcel ID # 10 6 13 0 001 010.003. Legal description: COM SW COR SE1/4 NW1/4 N668.86 E905.15 SE94.25 TO POB SE156.78 SW151.06 W145.95 N25 NE212.5 TO POB

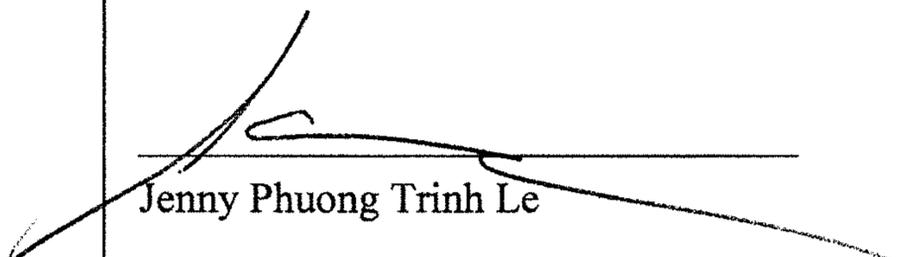
6. The Borrower pays all mortgage due, property tax and dues of the Security, keeps home-owner insurance in full effect until this Note is paid in full.

- 7. The Borrower grants to the Lender a security interest in the Security until this Note is paid in full. The Lender will be listed as a lender on the title of the Security whether or not the Lender elects to perfect the security interest in the Security.
- 8. If the Borrower defaults in payment as required under this Note or after demand for ten (10) days, the Security will be immediately provided to the Lender and the Lender is granted all rights of repossession as a secured party.
- 9. If any term, covenant, condition or provision of this Note is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
- 10. This Note will be construed in accordance with and governed by the laws of the State of Alabama.
- 11. This Note will endure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrower and the Lender. The Borrower waives presentment for payment, notice of non-payment, protest and notice of protest.

IN WITNESS WHEREOF the parties have duly affixed their signatures under seal on this 8/27 day of ~~January~~, 2019.

August 2019

SIGNED, SEALED, AND DELIVERED
 this _____ day of September 2019.



 Jenny Phuong Trinh Le

SIGNED, SEALED, AND DELIVERED
 this 27th day of September 2019.



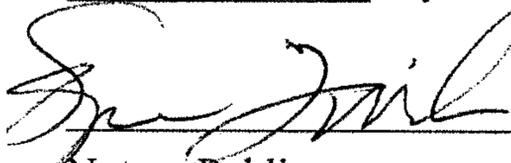
 Binh Nguyen

NOTARY ACKNOWLEDGMENT - BORROWER

STATE OF ALABAMA

COUNTY OF Jefferson

I Spencer F Wilson, a Notary Public in and for said County and State, hereby certify that Jenny Phuong Trinh Le whose name is signed to the foregoing instrument, and who is known to me (or satisfactorily proven), acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date. Given under my hand this 27th day of ~~September~~ August 2019.

 (Notary Public Signature)
Notary Public

MY COMMISSION EXPIRES MAY 18, 2020

My commission expires: _____

NOTARY ACKNOWLEDGMENT - LENDER

STATE OF ALABAMA

COUNTY OF Jefferson

I Spencer F Wilson, a Notary Public in and for said County and State, hereby certify that Binh Nguyen whose name is signed to the foregoing instrument, and who is known to me (or satisfactorily proven), acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date. Given under my hand this 27th day of ~~September~~ August 2019.

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Notary Public

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Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/14/2023 01:05:06 PM
\$68.50 JOANN
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Allie S. Bayl