This instrument was prepared by

(Name) Oscar Hawkins

(Address) PO Box 1460, Alabaster, Al 35007

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Paul McKenize

285-3rd St SE, Alabaster, Al 35007

(hereinafter called "Mortgagors", whether one or more, are justly indebted, to

Oscar Hawkins

(hereinafter called "Mortgagee", whether one or more, in the sum

of Twenty-seven hundred & NO/100 Dollars

($2700.00), evidenced by a promissory note(s) of even date and indemnity agreement of even date

Will repay August 1, 2002

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors, Paul McKenize

285 3rd St. SE, Alabaster Al 35007

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

Legal Description:

Begin 630 ft. from west line on Smoker Road of the SE 1/4 of SW 1/4 of St. 14. TS 21. R3. W Running W. Along Smoker Rd 210 ft. Thence N 420 F Thence W 210 P. thence S 420 P. to the point of beginning on Smoker Rd.

To Have and To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

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, then 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 incumbrance 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 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 incumbrances, 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 therefor; 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.

IN WITNESS WHEREOF the undersigned

have hereunto set signature and seal, this ___ day of 6/4 2002

Witnesses (2 required without notary)

Oscar Hawkins X Paul McKenzie (SEAL)

Joseph W. Alexander P.M.

THE STATE OF ____________ COUNTY

I, ______________________________, a Notary Public in and for said County, in said State,

hereby certify that ______________________________

whose name(s) signed to the foregoing conveyance, and who is/are known to me acknowledged before me on this day, that being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of ________________ 20_____

______________________________, Notary Public

To: Whom It May Concern

From: Paul McKenize-Owner of Property

Date: May 24, 2001

Re: Loan on Property.
Address of Property: 236143001018000

I Paul Mckenize have a loan in the amount of $2700.00.

With Oscar Hawkins I agree to repay this loan back by: August 1, 2002.
If I Paul Mckenize can not repay the loan August 1, 02. Oscar Hawkins will own property free and clear, with Foreclosure rights. He has a copy of Warrant Deed to property. When Mr. Mckenize repay loan Mr. Hawkins will return copy of deed and record Full Satisfaction of payment in Records at Probate Office.

Recorded in the office of the Judge of Probate of Shelby County, Alabama in Book No.______ Page No._______, Or Instrument No._____________.

Given under my hand and Official seal this
24 **Day of** May **,20** 02.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 7, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

[signature]
Notary Public

[signature]
Paul McKenize

Oscar Hawkins
Oscar Hawkins