

This instrument was prepared by

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Form 1-1-22 Rev. 1-66


20030102000001100 Pg 1/3 332.00
Shelby Cnty Judge of Probate, AL
01/02/2003 09:47:00 FILED/CERTIFIED

STATE OF ALABAMA }
COUNTY SHELBY } KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Jeffrey **J.** Sainz, a Single man

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to
Merl L. Short, Trustee of the Marjorie Short Family Trust created pursuant to the
provisions of the Marjorie Short Revocable Trust dated May 16, 2000

(hereinafter called "Mortgagee", whether one or more), in the sum
of Two Hundred Ten Thosuand and no/100----- Dollars
(\$210,000.00), evidenced by a real estate mortgage note

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,

Jeffrey **J.** Sainz

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:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

**Mortgagor herein shall have a 45 day period from the due date of any payment before
Mortgagee can begin foreclosure proceedings against Mortgagor.**

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

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.

Jeffrey S. Sainz

9th day of December, 2002 ~~x10x~~
 (SEAL)
 Jeffrey S. Sainz
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)

I, the undersigned authority , a Notary Public in and for said County, in said State,
hereby certify that Jeffrey S. Sainz

Given under my hand and official seal this 19th day of December, 2002
My Commission Expires: 10/16/04
Notary Public.

I, _____, a Notary Public in and for said County, in said State,
hereby certify that

whose name as _____ of _____
a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, _____
being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily
for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 19____
_____, Notary Public

Return to:

TO

MORTGAGE DEED

THIS FORM FROM

MICHAEL T. ATCHISON

ATTORNEY AT LAW

P. O. BOX 822
COLUMBIANA, ALABAMA 35051

EXHIBIT "A"

LEGAL DESCRIPTION

Commence at the NW corner of the East $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 35, Township 10 South, Range 1 East; thence run Southerly along the West line of said E $\frac{1}{2}$ of said SE $\frac{1}{4}$ of NW $\frac{1}{4}$, a distance of 984.46 feet to the North right-of-way line of current county chert road #450; thence continue in the same direction 19.42 feet to the centerline of said road; thence turn an interior angle of 114 degrees 2 minutes 10 seconds and run in a Southeasterly direction a distance of 264.94 feet to a point; thence turn an angle to the left of 64 degrees 34 minutes 20 seconds and run in a Northeasterly direction 584.03 feet along said centerline to a point; thence turn an angle to the left of 13 degrees 34 minutes 30 seconds and run in a Northeasterly direction along centerline of said road 436.56 feet to a point; thence turn an angle to the right of 21 degrees 00 minutes 00 seconds and run in a Northeasterly direction along said centerline 327.77 feet to a point; thence turn an angle to the right of 15 degrees 39 minutes 10 seconds and run in a Northeasterly direction along said road a distance of 327.29 feet to a point; thence turn an angle to the left of 26 degrees 45 minutes and run in a Northeasterly direction along said road a distance of 205.36 feet to a point on the North line of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of said Section 35; thence run in a Westerly direction along the North side of said SW $\frac{1}{4}$ of NE $\frac{1}{4}$ and the North line of East $\frac{1}{2}$ of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ a distance of 1,723.95 feet to the point of beginning.

Situated in Shelby County, Alabama.

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