



This Instrument Prepared By:
Ferris S. Ritchey, III
1910 28th Avenue South
Homewood, Alabama 35209

STATE OF ALABAMA)
)
COUNTY OF SHELBY) MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned, **MARK A. GUZZO and wife, MELANY R. GUZZO** (hereinafter referred to as "Mortgagors"), are justly indebted to **ANTHONY T. GUZZO REVOCABLE TRUST DATED JUNE 22, 1990** (hereinafter referred to as "Mortgagee"), in the sum of Two Hundred Thousand and No/100 Dollars (\$200,000.00) as evidenced by a promissory note executed simultaneously herewith, and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due.

NOW THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the debt evidenced by said note and any future note or notes, and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such extensions and renewals (the aggregate amount of such debt and interest thereon, including any extensions and renewals and the interest thereon, is hereinafter collectively called "said indebtedness") and the compliance with all the stipulations herein contained, the Mortgagors do, hereby grant, bargain, sell and convey unto the said Mortgagee the following described real property situated in Shelby County, Alabama, to-wit:

Lot 37, 2nd Sector, according to the Survey of Altadena Woods, 2nd and 5th Sector, as recorded in Map Book 10, Page 54, in the Probate Office of Shelby County, Alabama and in Map Book 151, Page 25, in the Probate Office of Jefferson County, Alabama, being situated in Shelby County, Alabama.

Subject to:

1. General and special Taxes or assessments for the year 2003 not yet due and payable.
2. Prior reservations and conveyances, if any, of all oil, gas and mineral rights.
3. Easements, restrictions and right(s)-of-way(s) of record.
4. Building setback line of 35 feet reserved from Maury Drive as shown by plat.
5. Agreement with Alabama Power Company as to underground cables recorded in Real 117, Page 611 and Real 140, Page 725 and covenants pertaining thereto recorded in Real 117, Page 614 in Probate Office.
6. Release of damages as set out in instrument recorded in Real 105, Page 376, in Probate Office.

Said property is warranted free from all encumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agree to pay all taxes or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of payoff of the same; and to further secure said indebtedness, the undersigned agree to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee as the interest of the said Mortgagee may appear, and promptly to deliver said policies, or any renewals of said policies, to said Mortgagee; and if the undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee then said Mortgagee have the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagors pay said indebtedness, and reimburses said Mortgagees for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 may be necessary then to expend in paying insurance, taxes, or other encumbrances, 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 remainder, if any, to be turned over to the said Mortgagors; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagors by such auctioneer as agent, or attorney in fact; and the undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the person, or to the corporation or Trust named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, legal representatives, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation or Trust.

IN WITNESS WHEREOF, we have hereunto set our hands and seals as of the 25th day of July, 2003.



MARK A. GUZZO



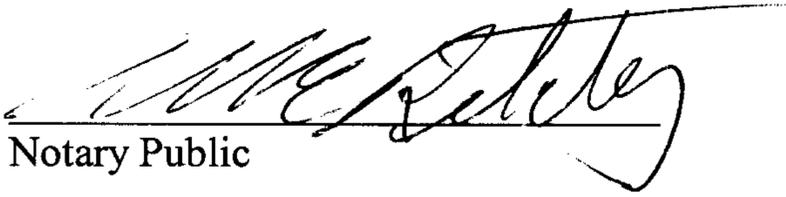
MELANY R. GUZZO

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **MARK A. GUZZO, and wife, MELANY R. GUZZO**, whose name are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 25th day of July, 2003.



Notary Public

My Commission Expires: 06-07-04