

After Recording Return To:
R. Timothy Estes, Esq.
ESTES, SANDERS & WILLIAMS, LLC.
3800 Colonnade Parkway, Ste. 330
Birmingham, Alabama 35243

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STATE OF ALABAMA)

COUNTY OF SHELBY)

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That **WHEREAS**, the Undersigned, Mahmoud Sokari and Rebecca Sokari, Husband and Wife (Borrowers), are indebted to Gail Hutton (Lender) in the principal sum of Four Hundred Forty Four Thousand Two Hundred Sixty and 16/100 Dollars (\$444,260.16), together with a yearly interest rate of 0% (**Zero Percent**) from the date hereof, which is evidenced by a Note of the undersigned, Mahmoud Sokari and Rebecca Sokari, bearing even date with this instrument, payable to the order of Gail Hutton and described as follows:

One Note in the principal amount of Four Hundred Forty-Four Thousand Two Hundred Sixty and 16/100 Dollars (\$444,260.16) payable together with a yearly interest rate of 0% (Zero Percent) made in monthly payments with the first payment due August 1, 2007. The Term of the Note is 144 months.

Now, for the purpose of securing the prompt payment of the above described Note when it becomes due, Mahmoud Sokari and Rebecca Sokari (Mortgagors) do grant, bargain, sell and covey unto the said Gail Hutton (Mortgagee), the following described real property situated in Shelby County, Alabama:

Lot 246, according to the Survey of Brook Highland, an Eddleman Community, 6th Sector, 2nd Phase, as recorded in Map Book 15, page 50, in the Probate Office of Shelby County, Alabama.

Parcel ID #: 03-9-30-0-002-002.015

TO HAVE AND TO HOLD the said property, together with improvements and appurtenances thereto belonging, unto Mortgagee, and to the heirs and assigns unto Mortgagee forever.

Mortgagors covenant with Mortgagee that Mortgagors are lawfully seized in fee of the said property, that it is free of all encumbrances, except as may be provided herein, that Mortgagors have a good right to sell and convey the same to Mortgagee, and Mortgagors will warrant and defend said property to Mortgagee, and the heirs and assigns of Mortgagee, forever against the lawful claims and demands of all persons.

MORTGAGORS COVENANT AND AGREE AS FOLLOWS:

1. Mortgagors shall properly care for said property and all improvements thereon.
2. Mortgagee, may at any time, without notice, release any of the property described herein, grant extensions or deferments of time or payment of the indebtedness secured hereby, or any part thereof, without affecting the priority of this lien or the personal liability of Mortgagors.
3. Mortgagors shall permit the Mortgagee or the Mortgagee's representative to examine and inspect the property at any reasonable time.
4. Each covenant and agreement herein contained shall inure to the benefit of and bind the heirs, assigns and successors of Mortgagee and Mortgagors.

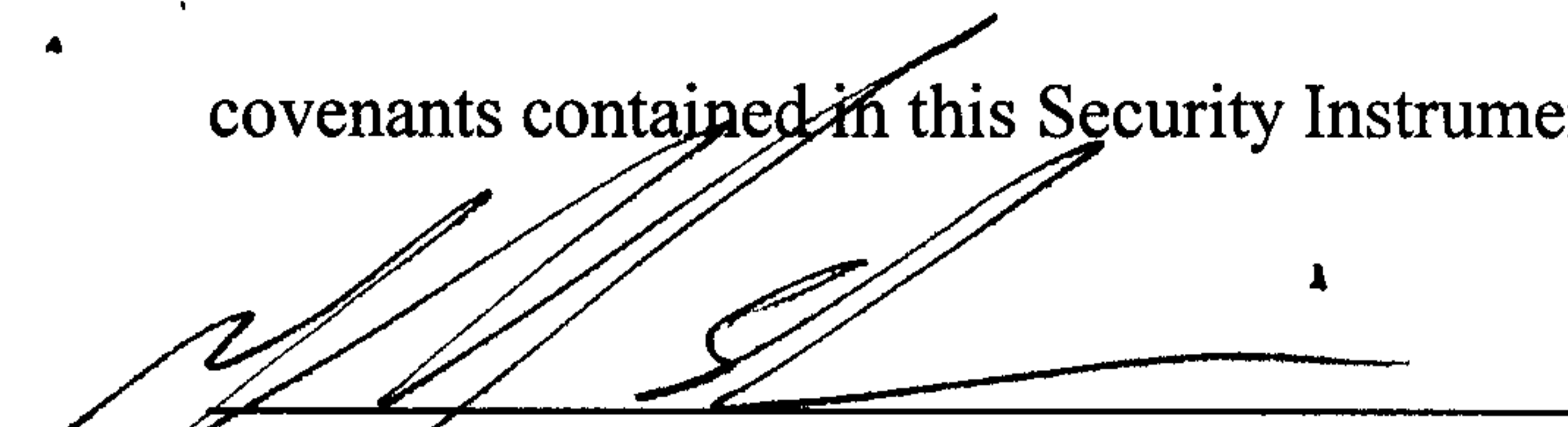
BUT THIS CONVEYANCE IS INTENDED TO OPERATE AS A MORTGAGE AND IS SUBJECT TO THE FOLLOWING CONDITIONS:


If Mortgagors pay the indebtedness hereby secured as it becomes due and payable as herein provided, and all covenants and agreements herein are kept and performed, then this conveyance shall be null and void and Mortgagee shall release this Security Instrument.

But if there is a default in the payment by more than sixty (60) days, then the whole of said indebtedness shall immediately become due and payable, and said Mortgagee, or assigns, is hereby authorized and empowered to take possession of said property, and with or without taking possession, sell the same before the Courthouse door in the City of Birmingham, County of Shelby, Alabama, at public outcry to the highest bidder for cash, in bulk or in parcels as said Mortgagee may deem fit, after giving written notice of the time, place, and terms of sale together with a description of the property to be sold, by publication once a week for three successive weeks in a newspaper published in said County; and upon payment of the purchase money, said Mortgagee or the auctioneer or any person conducting said sale is hereby authorized to execute and deliver to the purchaser a foreclosure deed to the property so purchased. The proceeds of such foreclosure sale shall be applied: first, to the payment of expenses incurred in making the sale, including reasonable attorney's fees; second, to the payment of the amount that may be due on the debt secured by this mortgage with all interest due respectively thereon to the date of such sale; third, the balance, if any, shall be paid to Mortgagor or any party or parties entitled thereto.

BY SIGNING BELOW, Borrowers/Mortgagors accept and agree to the terms and

covenants contained in this Security Instrument this 29th day of July, 2007.

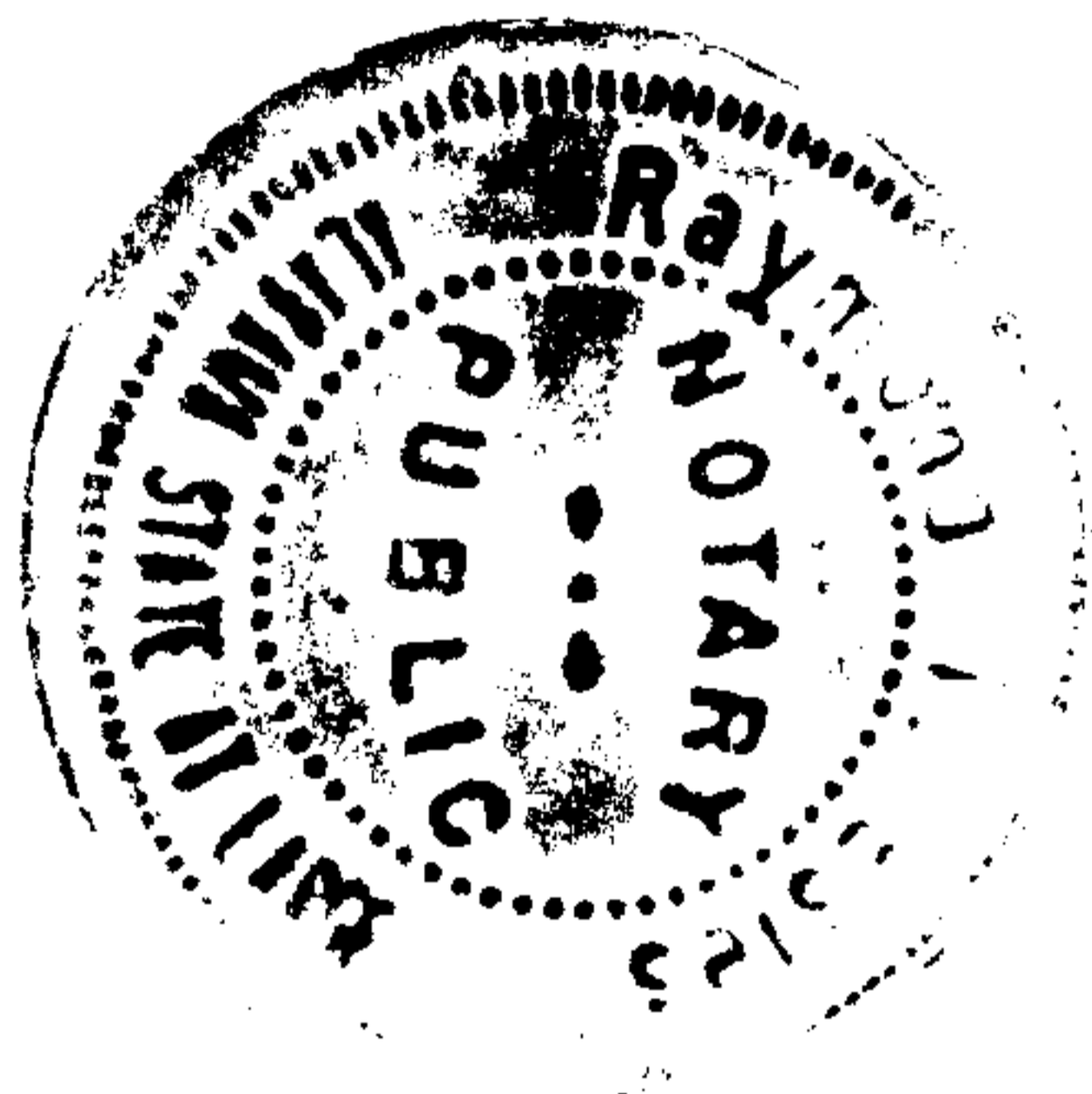

Mahmoud Sokari



Rebecca Sokari

_____[Space Below This Line For Acknowledgment]_____

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Mahmoud Sokari and Rebecca Sokari, husband and wife, 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 the instrument, they, executed the same voluntarily and as their act on the day the same bears date.

Given under my hand and Official seal this 29th day of June, 2007.




Notary - R. Timothy Estes
My Commission Expires: 07/11/07

This Instrument Prepared by:
R. Timothy Estes, Esq.
Estes, Sanders & Williams, LLC.
3800 Colonnade Parkway
Suite 330
Birmingham, Alabama 35243