

THIS INSTRUMENT PREPARED BY:

Clayton T. Sweeney, Attorney at Law
2700 Highway 280 East, Suite 160
Birmingham, AL 35223



20100910000296150 1/4 \$321.00
Shelby Cnty Judge of Probate, AL
09/10/2010 04:15:11 PM FILED/CERT

MORTGAGE

State of Alabama }
:
Shelby County }

Know all Men by These Presents, that whereas the undersigned, **Ashley Joseph Mezrano**, and husband, **Steven M. Mezrano**, is justly indebted to **J. Anthony Joseph** for the sum of Two Hundred Thousand and 00/100 Dollars, (\$200,000.00), as evidenced by promissory note dated **August 2, 2010** for the sum of \$200,000.00 and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due, according to the terms therein.

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Ashley Joseph Mezrano and Steven M. Mezrano do hereby grant, bargain, sell and convey unto the said J. Anthony Joseph (hereinafter called Mortgagee) the following described real property situated in **Shelby County, Alabama**, to-wit:

See Exhibit "A" attached hereto and made a part hereof for legal description.

Parcel ID#: 15-2-10-0-001-003.000

Parcel ID#: 15-2-10-0-000-001.000

This mortgage is junior and subordinate to that certain first mortgage made by Steven M. Mezrano and Ashley Joseph Mezrano to First United Security Bank in the amount of \$75,000.00.

This is a purchase money mortgage.

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, agrees 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 paying off the same; and to further secure said indebtedness, the undersigned agrees 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 said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has 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 Mortgage 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 for payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburse said Mortgagee 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 incumbrance 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



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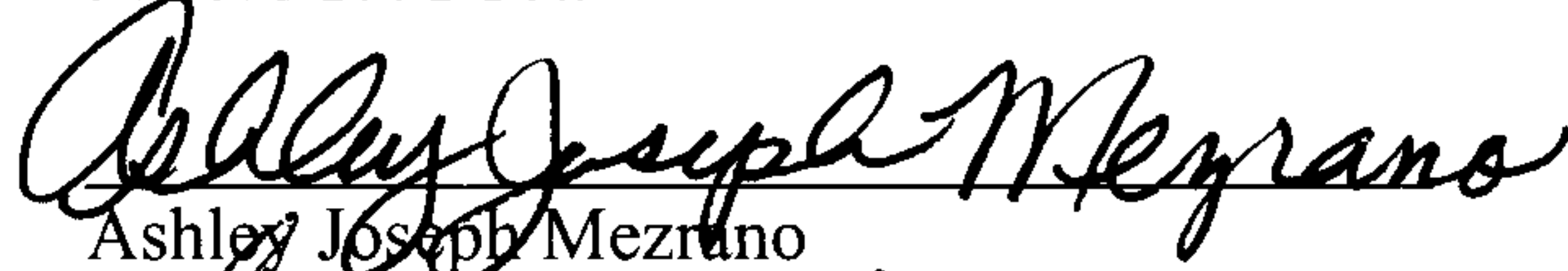
materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due 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 amount that may have been expended, or that it 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 Mortgagor; 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 purchase thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

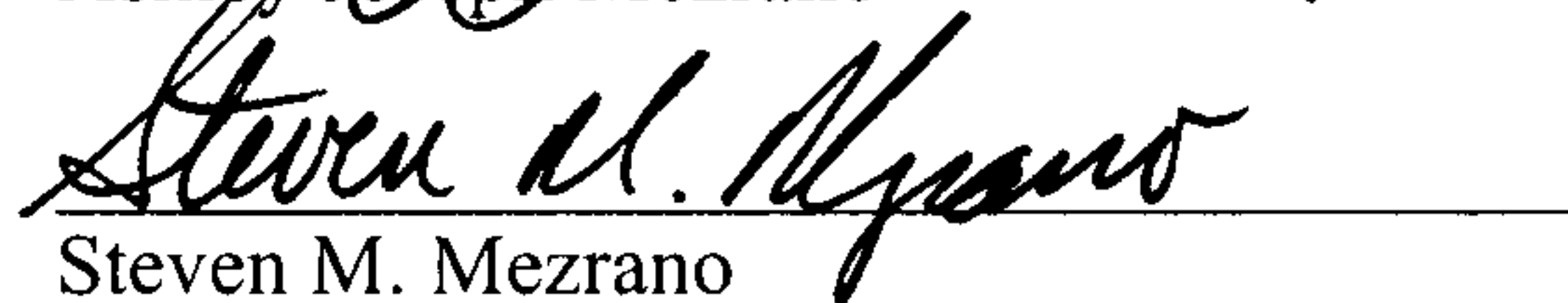
It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

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, and agents, and assigns, of said Mortgagee, or to the successors and agent and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 1st day of September, 2010.

MORTGAGOR:


Ashley Joseph Mezrano

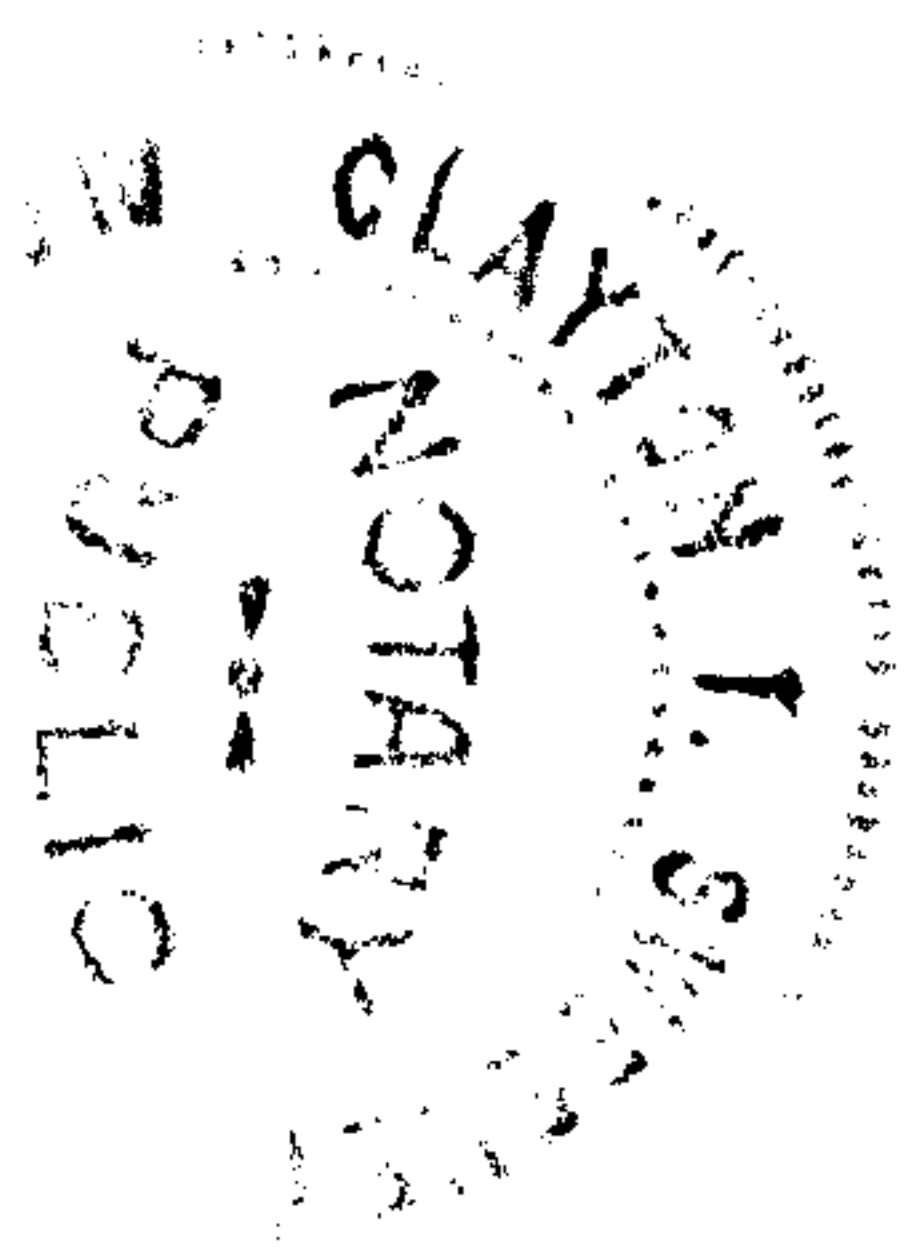

Steven M. Mezrano

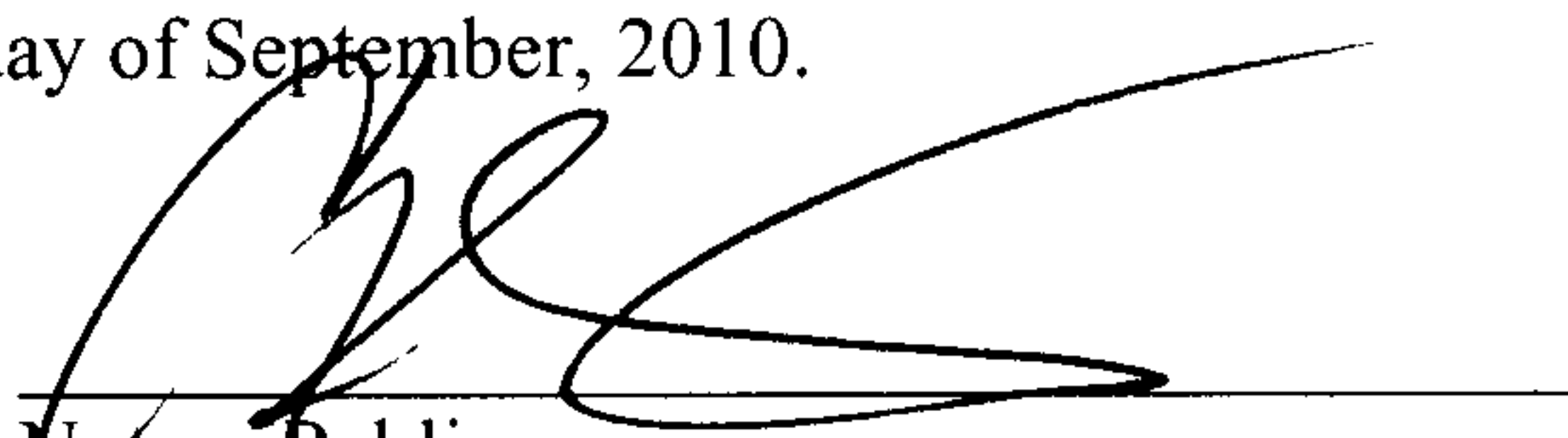
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County of Shelby }

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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ashley Joseph Mezrano, a married woman, whose name 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 the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 15th day of September, 2010.

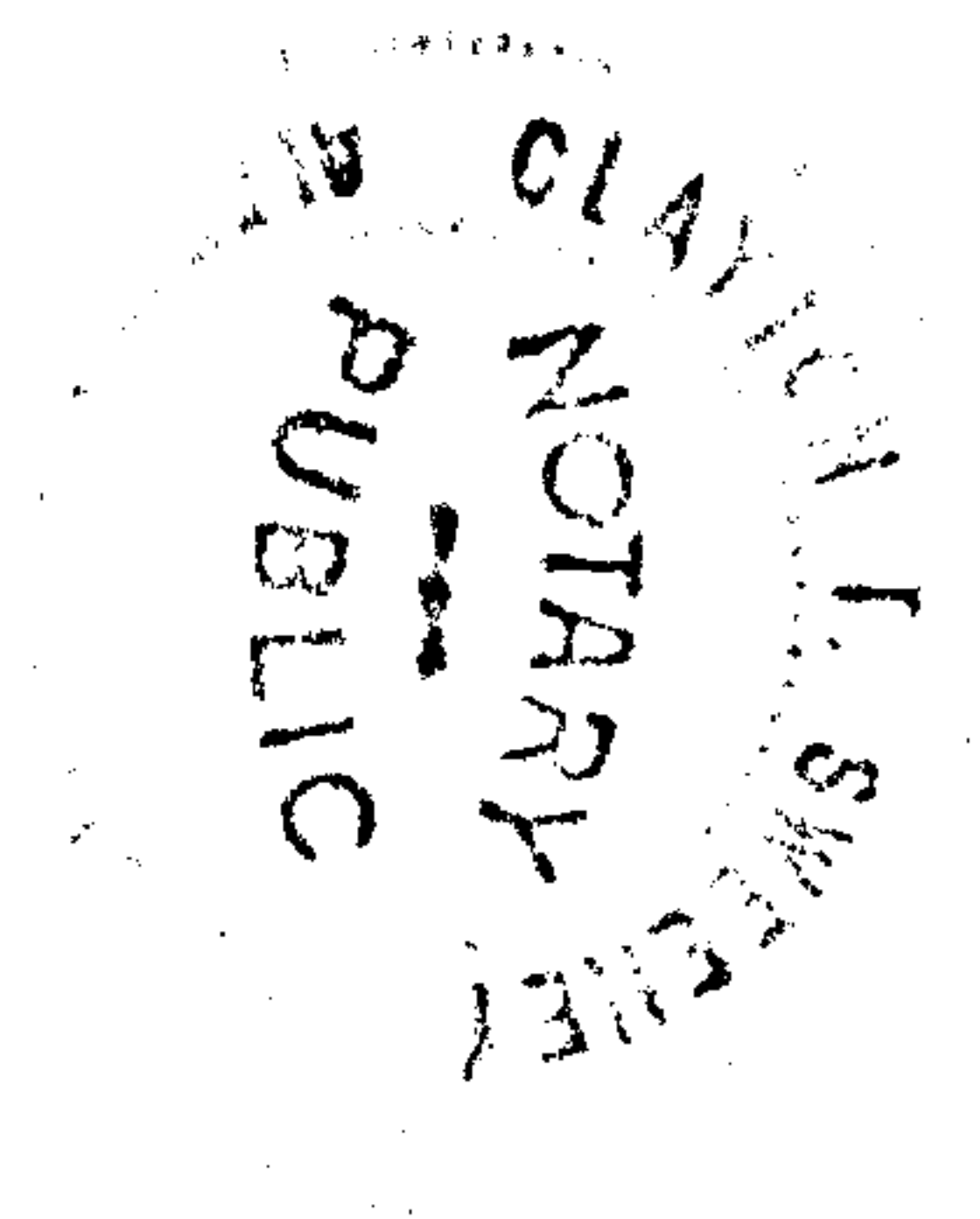



Notary Public
My commission expires: 6/5/2011

State of Alabama }
County of Shelby }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Steven M. Mezrano, a married man, whose name 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 the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 15th day of September, 2010.



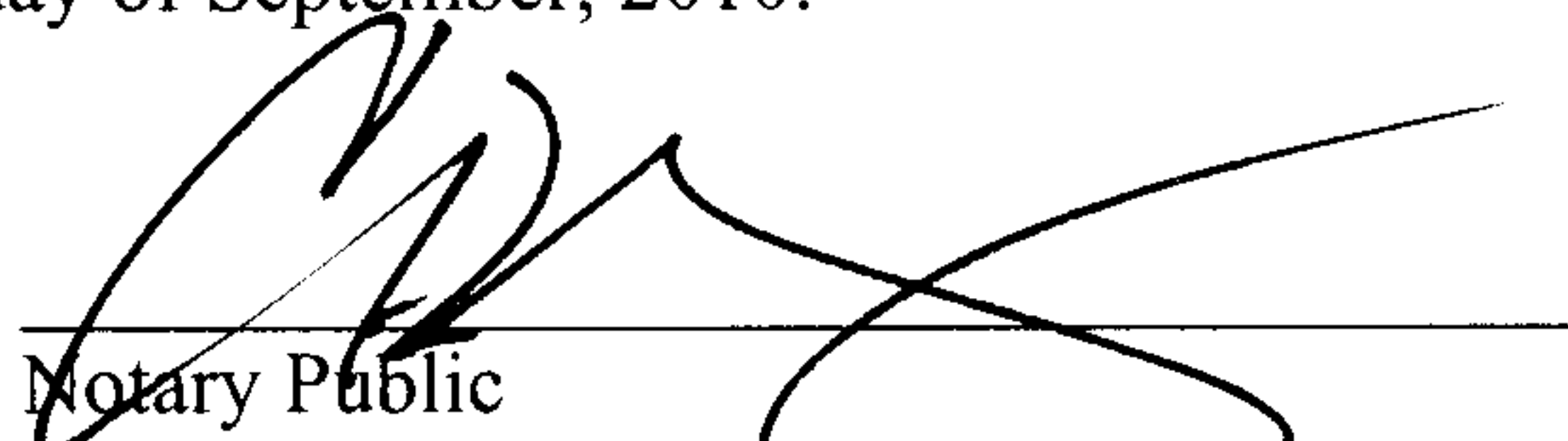


Notary Public
My commission expires: 6/5/2011

EXHIBIT A
LEGAL DESCRIPTION


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Parcel 1:

The NE 1/4 of the NE 1/4 of Section 10, Township 20 South, Range 1 West, less and except any part of the above described land which is a part of the following two tracts sold:

Tract to A.H. Avery by deed dated April 1, 2002, recorded in Instrument #2002-16050 in the Probate Office of Shelby County, Alabama.

Tract to Nathan F. Powell and Tammy Powell dated February 14, 2002, recorded in Instrument No. 2002-09930 in the Probate Office of Shelby County, Alabama.

Parcel II:

All of the NW 1/4 of the NE 1/4 of Section 10, Township 20 South, Range 1 West, Shelby County, Alabama, less and except any part of the property described in the 3 following deeds:

Deed to Nathan F. Powell and Tammy Powell dated February 14, 2002, recorded in Instrument No. 2002-09930 in the Probate Office of Shelby County, Alabama.

Deed to David W. Bland and Suzanne Bland dated January 27, 2006, recorded in Instrument No. 20060206000060700 in the Probate Office of Shelby County, Alabama.

Deed to Ronald L. Stanfa and Patricia M. Stanfa dated July 7, 2005, recorded in Instrument No. 20050726000374780 in the Probate Office of Shelby County, Alabama.

Parcel III:

All that property lying in the NE 1/4 of the NW 1/4, Section 10, Township 20 South, Range 1 West, Shelby County, Alabama, which lies Northeast of the property conveyed to Ronald L. Stanfa and Patricia M. Stanfa in that certain deed dated July 7, 2005 and recorded as Instrument No. 20050726000374780 in the Probate Office of Shelby County, Alabama. The same being a triangular parcel lying in the Northeast corner of said NE 1/4 of NW 1/4.

AND ALSO GRANTED:

A 60 foot ingress, egress and utility easement: Commence at a ½" capped rebar in place being the Southwest corner of the Northwest one-fourth of the Northeast one-fourth of Section 10, Township 20 South, Range 1 West, Shelby County, Alabama; thence proceed North 88 degrees 55 minutes 14 seconds East along the South boundary of said quarter-quarter section for a distance of 72.58 feet to a ½" rebar in place; thence proceed North 08 degrees 36 minutes 50 seconds East for a distance of 893.81 feet; thence proceed North 39 degrees 00 minutes 38 seconds West for a distance of 136.78 feet; thence proceed South 88 degrees 54 minutes 02 seconds West for a distance of 75.41 feet; thence proceed North 51 degrees 48 minutes 59 seconds West for a distance of 562.87 feet to a ½" rebar in place; thence proceed North 88 degrees 34 minutes 23 seconds East for a distance of 1819.27 feet to a 1" pipe in place; thence proceed South 01 degrees 33 minutes 55 seconds West for a distance of 329.46 feet; thence proceed North 88 degrees 33 minutes 45 seconds East for a distance of 303.63 feet; thence proceed South 02 degrees 43 minutes 55 seconds East for a distance of 404.68 feet to the centerline of a 60 foot ingress, egress and utility easement being the point of beginning. From this beginning point proceed South 78 degrees 15 minutes 27 seconds East along the centerline of said easement for a distance of 215.95 feet; thence proceed South 63 degrees 19 minutes 14 seconds East along the centerline of said easement for a distance of 259.85 feet; thence proceed North 86 degrees 38 minutes 14 seconds East along the centerline of said easement for a distance of 260.71 feet; thence proceed North 72 degrees 03 minutes 42 seconds East along the centerline of said easement for a distance of 144.0 feet; thence proceed North 87 degrees 10 minutes 51 seconds East along the centerline of said easement for a distance of 169.64 feet to its point of intersection with the Westerly right-of-way of Shelby County Road No. 47 and the termination of said easement.

AND ALSO GRANTED:

A 30 foot ingress, egress and utility easement on the South side of the following described line and subject to a 30 foot easement ingress, egress and utility on the North side of the following described line; Commence at ½" capped rebar in place being the Southwest corner of the Northwest one-fourth of the Northeast one-fourth of Section 10, Township 20 South, Range 1 West, Shelby County, Alabama; thence proceed North 88 degrees 55 minutes 14 seconds East along the South boundary of said quarter-quarter section for a distance of 72.58 feet to a ½" rebar in place; thence proceed North 08 degrees 36 minutes 50 seconds East for a distance of 893.81 feet to the point of beginning. From this beginning point proceed North 39 degrees 00 minutes 38 seconds West for a distance of 136.78 feet; thence proceed South 88 degrees 54 minutes 02 seconds West for a distance of 75.41 feet; thence proceed North 51 degrees 48 minutes 59 seconds West for a distance of 562.87 feet to a ½" rebar in place; thence proceed North 88 degrees 34 minutes 23 seconds East for a distance of 1819.27 feet to a 1" pipe in place; thence proceed South 01 degrees 33 minutes 55 seconds West for a distance of 329.46 feet; thence proceed North 88 degrees 33 minutes 45 seconds East for a distance of 303.63 feet; thence proceed South 02 degrees 43 minutes 55 seconds East for a distance of 404.68 feet to the centerline of a 60 foot ingress, egress and utility easement.