


THIS INSTRUMENT PREPARED BY:
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Shelby Cnty Judge of Probate, AL
09/30/2010 02:26:21 PM FILED/CERT

MORTGAGE

STATE OF ALABAMA,

SHELBY COUNTY.

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned, **Ashley Joseph Mezrano**, (hereinafter called "Mortgagor") is justly indebted to **Nina J. McCord**, in the sum of Twenty Thousand and No/100 (\$20,000.00) Dollars (hereinafter called "Mortgagee") and evidenced by a promissory note, and

WHEREAS, Mortgagor agreed, in incurring the indebtedness, this mortgage should be given to secure the prompt payment of the indebtedness when it falls due,

NOW THEREFORE, in consideration of the indebtedness, and to secure the prompt payment of the same at maturity **Ashley Joseph Mezrano** does hereby grant, bargain, sell, and convey unto the **Nina J. McCord**, the following described real property situated in Shelby County, Alabama, to-wit:

All that part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 26, Township 20 South, Range 1 West lying East of a fence line marking the westerly boundary of the Louis Joseph homeplace, and lying South of a 60 foot easement known as Joseph Drive, being more particularly described as follows:

Commence at a 1" solid bar accepted as the Northwest corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 26, Township 20 South, Range 1 West, and run thence East along the accepted North boundary of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ a distance of 679.54 feet to a $\frac{1}{2}$ " rebar that is 679.54 feet West of a pin in a rock pile accepted as the Northeast corner of said SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence turn 93 deg. 40 min. 32 sec. right and run 241.16 feet to a $\frac{1}{2}$ rebar on the Northerly boundary of a 60 feet easement known as Joseph Drive; thence turn 01 deg. 28 min. 52 sec. left and run 73.14 feet to a $\frac{1}{2}$ " rebar being the point of beginning; thence continue along said course a distance of 118.11 feet to a $\frac{1}{2}$ " rebar; thence run North 84 deg. 58 min. 27 sec. West to a fence line marking the Westerly line of the Louis Joseph homeplace; thence run in a northerly and northwesterly direction along the meanderings of said fence line to the Southerly line of said 60 foot easement known as Joseph Drive; thence run in an easterly and southeasterly direction along the southerly line of Joseph Drive to the point of beginning; being situated in Shelby County, Alabama.

TO HAVE AND TO HOLD the above granted premises unto the Mortgagee forever; and for the purpose of further securing the payment of the indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon the premises, and should default be made in the same, the Mortgagee have the option of paying off the same; and to further secure the indebtedness,

the undersigned agrees to keep the improvements on the real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable value thereof. The policy, if collected, to be credited on the indebtedness, less cost of collecting same; all amounts so expended by the Mortgagee, additional to the debt hereby specifically secured, and shall be covered by this mortgage, and at once due and payable.

Upon condition, however, that if the Mortgagor pays the indebtedness, and reimburses the Mortgagee for any amount Mortgagee may expend 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 Mortgagee, or should the indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of the Mortgagee in the 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 in relation 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 those events, the whole of the 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 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 the County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the courthouse door in the County where the 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 be necessary then to expend in paying insurance, taxes, or other encumbrances, with interest thereon; Third, to the payment of the indebtedness in full, whether the same shall or shall not have fully matured at the date of the sale, but no interest shall be collected beyond the day of sale; and Fourth, the remainder, if any, to be turned over to the Mortgagor. The undersigned, further agrees that Mortgagee may bid at the sale and purchase the property, if the highest bidder therefor, as though a stranger hereto and to execute a deed to the purchaser thereof in the name of the Mortgagee. The undersigned further agrees to pay a reasonable attorney's fee to the Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, the 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 grantees in the granting clause herein, their successors or assigns.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this the 30th day of September, 2010.

 (SEAL)
Ashley Joseph Mezrano

STATE OF ALABAMA,

COUNTY OF JEFFERSON.

I, the undersigned, a notary public in and for said county in said state, hereby certify that **Ashley Joseph Mezrano** 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.

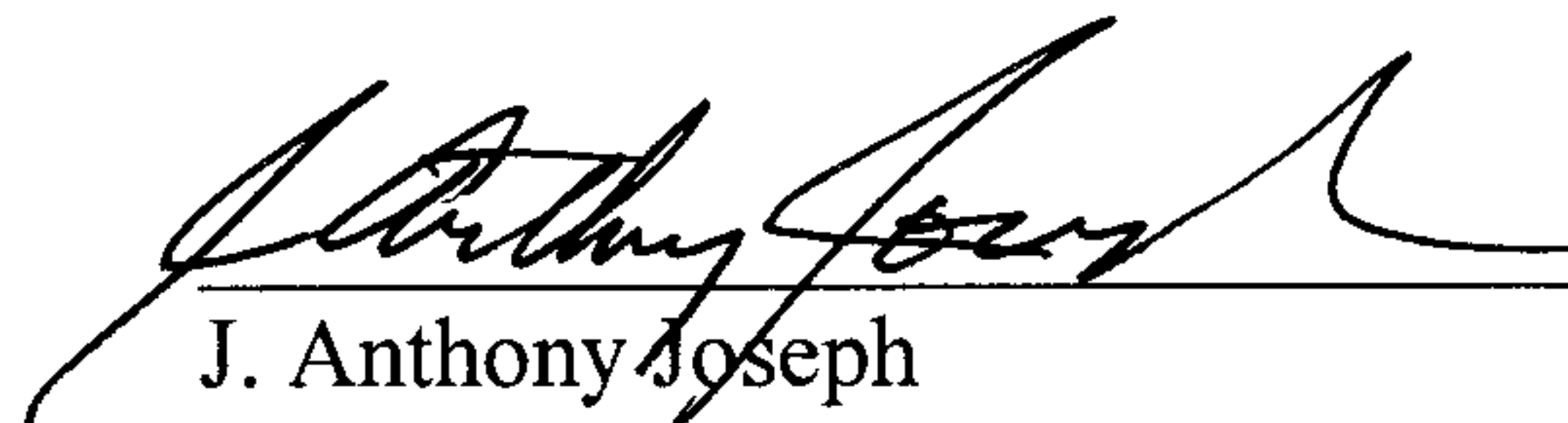
Given under my hand and official seal this the 30th day of September, 2010.


Notary Public

GUARANTY:

I unconditionally guarantee the performance under the terms of the agreement herein under the terms thereof. I hereby waive demand, presentment, protest, notice of dishonor and suit of, to or against any party hereto and all other requirements necessary to charge or hold me liable as guarantor and hereby waive all right of exemption of property under the Constitution and laws of the State of Alabama or any other jurisdiction. Executed under the seal or seals of the undersigned.

Sept 30/10
(date)



J. Anthony Joseph

STATE OF ALABAMA,

COUNTY OF JEFFERSON.

I, the undersigned, a notary public in and for said county in said state, hereby certify that **J. Anthony Joseph** 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.

Given under my hand and official seal this the 30th day of September, 2010.


Notary Public