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Shelby Cnty Judge of Probate, AL
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IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA

JTP MONTEVALLO, LLC,)
an Alabama limited liability company,)
Petitioner,)
)
v.)
)
B.J. SNOW and K.G. MARQUEZ,)
Respondents.)

Case No. _____

VERIFIED PETITION FOR NULLIFICATION OF MORTGAGE
PURSUANT TO ALA. CODE § 13A-9-12(e)

COMES NOW, the Petitioner, JTP Montevallo, LLC, an Alabama limited liability company, by and through the undersigned counsel, and hereby files this Petition in the Probate Court of Shelby County, Alabama, pursuant to **Code of Alabama, 1975 § 13A-9-12(e)**, for the nullification or expungement of a fraudulent mortgage. The Petitioner shows unto the Court as follows:

PARTIES

1. Petitioner JTP Montevallo, LLC is an Alabama limited liability company owning real property situated in Shelby County, Alabama.
2. Respondents B.J. Snow and K.G. Marquez are, upon information and belief, individuals over the age of nineteen years and residing in the State of Alabama. Said Respondents names appear as mortgagees on the fraudulent mortgage sought to be nullified.

JURISDICTION

3. This Court has jurisdiction of this action pursuant the provisions of **Code of Alabama, 1975 § 13A-9-12(e)**, in that the fraudulent mortgage document sought to be nullified is



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recorded in the Office of the Judge of Probate of Shelby County, Alabama, and the property purportedly secured thereby is situated in Shelby County, Alabama.

PROPERTY

4. The real property subject of this petition and the fraudulent mortgage sought to be nullified consists of 1.60 acres, more or less, and is situated in Montevallo, Shelby County, Alabama, being further described as follows:

Begin at the point of intersection of the East line of NE 1/4 of SE 1/4 of Section 2, Township 22, Range 3 West with the south line of the old Columbiana-Tuscaloosa public road, and run thence in a westerly direction along said road 900 feet, more or less; thence continue along said road in a northwesterly direction 543 feet, more or less; thence continue in a westerly direction along said road 1034 feet to the point of beginning of land herein conveyed; thence continue in a westerly direction along said road 210 feet, more or less, to the east line of the Montevallo-Ashville paved highway; thence along same in a southerly direction 332 feet, more or less, to the northwest corner of a lot owned by J.D. Holcombe, Jr.; thence east and perpendicular to said Montevallo-Ashville public road and along the north line of said J.D. Holcombe, Jr., lot 210 feet, more or less to the northeast corner of said J.D. Holcombe, Jr., lot; thence north and parallel with the east line of said Montevallo-Ashville Road 332 feet, more or less, to the point of beginning; being situated in Section 2, Township 22, Range 3 West, Shelby County, Alabama.

(Hereinafter, the "Property").

FACTUAL ALLEGATIONS

5. Title to the Property is vested in Petitioner, JTP Montevallo, LLC, pursuant to the following deeds:

- a) Warranty Deed from Southeastern Realty and Mortgage, Inc. to Southeast Energy Corporation dated June 9, 2025, and recorded in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument Number 20250616000183550;



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- b) Quit Claim Deed to Perfect Title from Willis Oil Company, Inc. to Southeast Energy Corporation dated June 9, 2025, and recorded in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument Number 20250616000183560;
- c) Quit Claim Deed to Perfect Title from Chris W. Saxon to Southeast Energy Corporation dated June 9, 2025, and recorded in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument Number 20250616000183570; and
- d) Quit Claim Deed from Southeastern Energy Corporation to Petitioner dated June 13, 2025, and recorded in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument Number 20250616000183580.

6. Existing of record in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument Number 20220713000276360 is a fraudulent mortgage, submitted herewith as Exhibit "A", which is purportedly executed by Chris W. Saxon as President of Southeastern Realty & Mortgage, Inc., and in favor of "B.J. Snow" or "K.G. Marquez" (hereinafter, the "Fraudulent Mortgage").

7. The Fraudulent Mortgage purportedly encumbers the Property. However, Chris W. Saxon did not execute or initial the Fraudulent Mortgage; Southeastern Realty & Mortgage, Inc. did not authorize or ratify the Fraudulent Mortgage; Southeastern Realty & Mortgage, Inc. did not receive any monies from the Fraudulent Mortgage; nor did Chris W. Saxon record the Fraudulent Mortgage. (See Para. 4-8 of the Affidavit of Chris W. Saxon submitted herewith as Exhibit "B").

8. Notwithstanding the testimony from Chris W. Saxon, the Fraudulent Mortgage was purportedly executed on November 19, 1997, but not recorded until July 13, 2022. Furthermore,



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the Fraudulent Mortgage is not notarized. Lastly, the Fraudulent Mortgage is clearly pieced together from different documents as the font therein is different on the first and last page than the font throughout the remainder of the Fraudulent Mortgage.

9. No address is shown on the Fraudulent Mortgage for the purported Mortgagees, “B.J. Snow” or “K.G. Marquez.” However, Petitioner believes the Mortgagees to be Brandie Joelle Saxon and Kathryn Grace Marquez Saxon.

WHEREFORE, PREMISES CONSIDERED, Petitioner respectfully requests that this Honorable Court will take jurisdiction of this matter, that process will issue in the form and in the manner required by law and the rules of this Court requiring Respondents to Answer or otherwise respond to this Petition; that this Court will set this Petition for hearing and upon a final hearing of this matter will Order, Adjudge, and Decree as follows:

- A. Declare and determine that the Fraudulent Mortgage is nullified and expunged from the record pursuant to Ala. Code § 13A-9-12(e).
- B. Petitioner respectfully requests such other, further, general and different relief to which it may be entitled.

Respectfully submitted,

JOE WILEY L. MITCHELL (MIT075)
JOHN W. MARSH (MAR173)
ATTORNEYS FOR PETITIONER
Ball, Ball, Matthews & Novak, P.A.
445 Dexter Avenue, Suite 9045
Montgomery, AL 36104
Phone: 334-387-7680
Email: jmitchell@ball-ball.com
Email: jmarsh@ball-ball.com



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STATE OF ALABAMA)

VERIFICATION

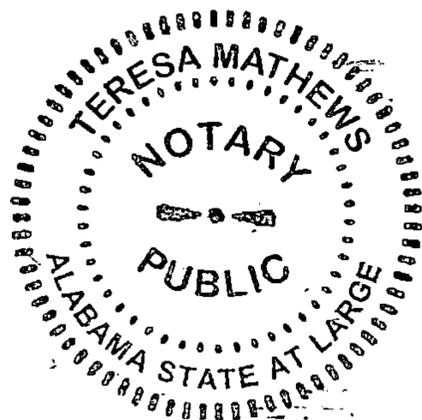
COUNTY OF MONTGOMERY)

Undersigned Affiant, individually and as managing member agent of Petitioner, upon being duly sworn, does hereby attest and affirm that the allegations in the foregoing Verified Petition are true and correct to the best of Affiant's knowledge, information, and belief.

JACK R. PITTS
Managing Member of JTP Montevallo, LLC

SWORN TO AND SUBSCRIBED before me on this the 4th day of February, 2026.

[seal]



NOTARY PUBLIC
My Commission Expires: 11/23/2028

Respondents to be served by certified mail in accordance with Code of Alabama, 1975 § 13A-9-12(e) at the following addresses:

B.J. Snow, also known as Brandie Joelle Saxon
225 Cardinal Crest Drive, Unit A
Montevallo, AL 35115

K.G. Marquez, also known as Kathryn Grace Marquez Saxon
98 Crossroads Circle
Jasper, AL 35504



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STATE OF ALABAMA)

SHELBY COUNTY)

MORTGAGE

This indenture is made the 19th day of November, 1997, by and between Southeastern Realty & Mortgage, Inc. and Chris W. Saxon, hereafter called Mortgagor and B.J. Snow or K.G. Marquez, hereinafter called Mortgagee.

Whereas, the Mortgagor is justly indebted to the Mortgagee in the principal sum of Seventy-Six thousand; as evidenced by that certain promissory note of even date herewith, which bears interest as provided therein, which is payable in accordance with its terms, and which has a final maturity date as determined by Mortgagee.

Now, therefore, in consideration of the premises, and to secure the payment of the debt evidenced by said note 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 "Debt") and the compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate, situated in Shelby County, Alabama (said real estate being hereinafter called "Real Estate"):

Begin at the point of intersection of the East line of NE1/4 of SE1/4 of Section 2, Township 22, Range 3 West with the south line of the old Columbiana-Tuscaloosa public road, and run thence in a westerly direction along said road 900 feet, more or less; thence continue along said road in a northwesterly direction 543 feet, more or less; thence continue in a westerly direction along said road 1034 feet to the point of beginning of land herein conveyed; thence continue in a westerly direction herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the Debt and shall be secured by this mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. in the event of a sale hereunder, the Mortgagee, or the owner of the Debt and mortgage, or auctioneer, shall execute to purchaser, for and in the name of the Mortgagor, a statutory warranty deed to the Real Estate.





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along said road 210 feet, more or less, to the east line of the Montevallo-Ashville paved highway; thence along same in a southerly direction 332 feet, more or less, to the northwest corner of a lot owned by J. D. Holcombe, Jr.; thence east and perpendicular to said Montevallo-Ashville public road and along the north line of said J. D. Holcombe, Jr., lot 210 feet, more or less, to the northeast corner of said J. D. Holcombe, Jr., lot; thence north and parallel with the east line of said Montevallo-Ashville Road 332 feet, more or less, to the point of beginning; being situated in Section 2, Township 22, Range 3 West, Shelby County, Alabama.

Together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate and shall be conveyed by this mortgage.

To have and to hold the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgagor covenants with the Mortgagee that the Mortgagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, unless otherwise set forth above, and the Mortgagor will warrant and forever defend the title to the Real Estate unto the Mortgagee, against the lawful claims of all persons.

For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (1) pay all taxes, assessments, and other liens taking priority over this mortgage (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may pay the same; (2) keep the Real Estate continuously insured, in such manner and with such companies as may be satisfactory to the Mortgagee, against loss by fire, vandalism and malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, with loss, if any, payable to the Mortgagee, as its interest may appear; such insurance to be in an amount at least equal to the full insurable value of the improvements located on the Real Estate unless the Mortgagee agrees in writing that such insurance may be in a lesser

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amount. The original insurance policy and all replacements therefor, shall be delivered to and held by the Mortgagee until the Debt is paid in full. The original insurance policy and all replacements therefor must provide that they may not be canceled without the insurer giving at least fifteen days prior written notice of such cancellation to the Mortgagee.

The Mortgagor hereby assigns and pledges to the Mortgagee, as further security for the payment of the Debt, each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part thereof, together with all right, title and interest of the Mortgagor in and to each and every such policy; including but not limited to all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgagor fails to keep the Real Estate insured as specified above then, at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire Debt due and payable and this mortgage subject to foreclosure, and this mortgage may be foreclosed as hereinafter provided; and, regardless of whether the Mortgagee declares the entire Debt due and payable and this mortgage subject to foreclosure, the Mortgagee may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss, for its own benefit, the proceeds from such insurance (less cost of collecting same), if collected, to be credited against the Debt, or, at the election of the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgagee for insurance or for the payment of Liens shall become a debt due by the Mortgagor to the Mortgagee and at once payable, without demand upon or notice to the Mortgagor, and shall be secured by the lien of this mortgage, and shall bear interest from date of payment by the Mortgagee until paid at the rate of 8% per annum.

As further security for the payment of the Debt, the Mortgagor hereby assigns and pledges to the Mortgagee the following described property, rights, claims, rents, profits, issues and revenues:

1. all rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues;

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2. all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments for the voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgagor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, after the payment of all the Mortgagee's expenses in connection with any proceeding or transaction described in this subparagraph 2, including court costs and attorneys' fees, on the Debt in such manner as the Mortgagee elects, or, at the Mortgagee's option, the entire amount, or any part thereof, so received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the Real Estate.

The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they now are, reasonable wear and tear excepted.

Notwithstanding any other provision of this mortgage or the note or notes evidencing the Debt, the Debt shall become immediately due and payable, at the option of the Mortgagee, upon the conveyance of the Real Estate, or any part thereof or any interest therein, or upon the leasing of the Real Estate, or any part thereof, for a term of more than one year (including options to renew).

The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagee by one of its officers.

After default on the part of the Mortgagor, the Mortgagee, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, shall be entitled to the appointment by any competent

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court, without notice to any party, of a receiver for the rents, issues, revenues and profits of the Real Estate, with power to lease and control the Real Estate, and with such other powers as may be deemed necessary.

Upon condition, however, that if the Mortgagor pays the Debt (which Debt includes the indebtedness evidenced by the promissory note or notes referred to hereinbefore and any and all extensions and renewals thereof, or of any part thereof, and all interest on said indebtedness and on any and all such extensions and renewals) and reimburses the Mortgagee for any amounts the Mortgagee has paid in payment of Liens or insurance premiums, and interest thereon, and fulfills all of its obligations under this mortgage, this conveyance shall be null and void. But if: (1) any warranty or representation made in this mortgage is breached or proves false in any material respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage, (3) default is made in the payment to the Mortgagee of any sum paid by the Mortgagee under the authority of any provision of this mortgage; (4) the Debt, or any part thereof, remains unpaid at maturity; (5) the interest of the Mortgagee in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon; (6) any statement of lien is filed against the Real Estate, or any part thereof, under the statutes of Alabama relating to the liens of mechanics and materialmen (without regard to the existence or nonexistence of the debt or the lien on which such statement is based); (7) any law is passed imposing or authorizing the imposition of any specific tax upon this mortgage or the Debt or permitting or authorizing the deduction of any such tax from the principal or interest of the Debt, or by virtue of which any tax, lien or assessment upon the Real Estate shall be chargeable against the owner of this mortgage; (8) any of the stipulations contained in this mortgage is declared invalid or inoperative by any court of competent jurisdiction; (9) Mortgagor, or any of them shall: (a) apply for or consent to the appointment of a receiver, trustee or liquidator thereof or of the Real Estate or of all or a substantial part of such Mortgagor's assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fail, or admit in writing such Mortgagor's inability generally, to pay such Mortgagor's debts as they come due, (d) make a general assignment for the benefit of creditors, (e) file a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law, or (f) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against such

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Mortgagor in any bankruptcy, reorganization or insolvency proceedings; or (10) an order for relief or other judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking liquidation or reorganization of the Mortgagor, of any of them if more than one, or appointing a receiver, trustee or liquidator of any Mortgagor or of the Real Estate or of all or a substantial part of the assets of any Mortgagor; then, upon the happening of any one or more of said events, at the option of the Mortgagee, the unpaid balance of the Debt shall at once become due and payable and this mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall be authorized to take possession of the Real Estate and, after giving at least twenty-one days notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Real Estate is located, to sell the Real Estate in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows: first, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including a reasonable attorneys' fee; second, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, Liens or other encumbrances, with interest thereon; third, to the payment in full of the balance of the Debt 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 paid to the party or parties appearing of record to be the owner of the Real Estate at the time of the sale, after deducting the cost of ascertaining who is such owner. The Mortgagor agrees that the Mortgagee may bid at any sale had under the terms of this mortgage and may purchase the Real Estate if the highest bidder therefor. At the foreclosure sale the Real Estate may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner the Mortgagee may elect.

The Mortgagor agrees to pay all costs, including reasonable attorneys' fees, incurred by the Mortgagee in collecting or securing or attempting to collect or secure the Debt, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such lien or encumbrance; and/or all costs incurred in the foreclosure of this mortgage, either under the power of sale contained



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Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Mortgagee, shall inure to the benefit of the Mortgagee's successors and assigns.

In witness whereof, the undersigned Mortgagor has executed this instrument on the date first written above:

WITNESS:

By: *J. L. Lacey*
 Witness
Bonnie Shoms

By: *Chris Saxon*
 Chris Saxon, President

NOTE

I, Chris W. Saxon, promise to pay \$76,000 to satisfy this mortgage and note.

+ 8%

Chris Saxon



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AFFIDAVIT OF CHRIS W. SAXON

STATE OF ALABAMA)
)
 COUNTY OF SHELBY)

My name is Chris W. Saxon. I am over the age of nineteen (19) and am of sound mind. I make this affidavit based on personal knowledge in my individual capacity, as well as my capacity as President of Southeastern Realty & Mortgage, Inc.

1. I am the sole director, shareholder, and President of Southeastern Realty & Mortgage, Inc.

2. As part of the overall settlement in that matter styled Southeastern Energy Corporation v. Joseph R. Saxon, et al, 58-CV-2016-900859, Southeastern Realty & Mortgage, Inc. conveyed all rights title and interest in certain real property located in Shelby County at Highway 119 and County Road 70, Montevallo, Alabama 35115 ("Subject Property") to Southeastern Energy Corporation.

3. During the course of the litigation, it was discovered that a purported mortgage incumbered the property. A copy of the purported mortgage is attached hereto as Exhibit 1.

4. The Mortgage attached as Exhibit 1 is fraudulent and unauthorized.

5. Southeastern Realty & Mortgage, Inc. did not authorize or ratify a mortgage on the Subject Property at any time.

6. Neither I nor Southeastern Realty & Mortgage, Inc. received any monies from the purported mortgagees, B.J. Snow or K.G. Marquez.

7. I did not initial the pages of the mortgage nor sign it on the last page. My initials and signature were forged onto the document or copied and pasted from another source.

8. I did not record the mortgage in the Probate Court of Shelby County, Alabama.





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9. Upon my best information and knowledge, the mortgage was falsely recorded by Joseph R. Saxon, in an attempt to cloud title to the subject property during the course of the underlying lawsuit referenced in Paragraph 2, above.

10. Because the mortgage attached as Exhibit 1 is a fraudulent instrument, it is due to be nullified and expunged from the probate record(s).

Further the affiant sayeth not.

**CHRIS W. SAXON, Individually, and
As President of Southeastern Realty &
Mortgage, Inc.**

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Chris W. Saxon, whose name is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily, individually, and in his capacity as President of Southeastern Realty & Mortgage, Inc..

Given under my hand this 09 day of June, 2025.

Notary Public

My Commission Expires: 3/11/2028

SEAL:



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STATE OF ALABAMA)

SHELBY COUNTY)

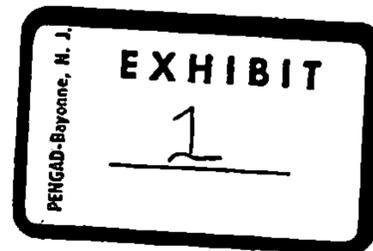
MORTGAGE

This indenture is made the 19th day of November, 1997, by and between Southeastern Realty & Mortgage, Inc. and Chris W. Saxon, hereafter called Mortgagor and B.J. Snow or K.G. Marquez, hereinafter called Mortgagee.

Whereas, the Mortgagor is justly indebted to the Mortgagee in the principal sum of Seventy-Six thousand; as evidenced by that certain promissory note of even date herewith, which bears interest as provided therein, which is payable in accordance with its terms, and which has a final maturity date as determined by Mortgagee.

Now, therefore, in consideration of the premises, and to secure the payment of the debt evidenced by said note 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 "Debt") and the compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate, situated in Shelby County, Alabama (said real estate being hereinafter called "Real Estate"):

Begin at the point of intersection of the East line of NE1/4 of SE1/4 of Section 2, Township 22, Range 3 West with the south line of the old Columbiana-Tuscaloosa public road, and run thence in a westerly direction along said road 900 feet, more or less; thence continue along said road in a northwesterly direction 543 feet, more or less; thence continue in a westerly direction along said road 1034 feet to the point of beginning of land herein conveyed; thence continue in a westerly direction herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the Debt and shall be secured by this mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, the Mortgagee, or the owner of the Debt and mortgage, or auctioneer, shall execute to purchaser, for and in the name of the Mortgagor, a statutory warranty deed to the Real Estate.





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2.

along said road 210 feet, more or less, to the east line of the Montevallo-Ashville paved highway; thence along same in a southerly direction 332 feet, more or less, to the northwest corner of a lot owned by J. D. Holcombe, Jr.; thence east and perpendicular to said Montevallo-Ashville public road and along the north line of said J. D. Holcombe, Jr., lot 210 feet, more or less, to the northeast corner of said J. D. Holcombe, Jr., lot; thence north and parallel with the east line of said Montevallo-Ashville Road 332 feet, more or less, to the point of beginning; being situated in Section 2, Township 22, Range 3 West, Shelby County, Alabama.

Together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate and shall be conveyed by this mortgage.

To have and to hold the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgagor covenants with the Mortgagee that the Mortgagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, unless otherwise set forth above, and the Mortgagor will warrant and forever defend the title to the Real Estate unto the Mortgagee, against the lawful claims of all persons.

For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (1) pay all taxes, assessments, and other liens taking priority over this mortgage (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may pay the same; (2) keep the Real Estate continuously insured, in such manner and with such companies as may be satisfactory to the Mortgagee, against loss by fire, vandalism and malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, with loss, if any, payable to the Mortgagee, as its interest may appear; such insurance to be in an amount at least equal to the full insurable value of the improvements located on the Real Estate unless the Mortgagee agrees in writing that such insurance may be in a lesser

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3.

amount. The original insurance policy and all replacements therefor, shall be delivered to and held by the Mortgagee until the Debt is paid in full. The original insurance policy and all replacements therefor must provide that they may not be canceled without the insurer giving at least fifteen days prior written notice of such cancellation to the Mortgagee.

The Mortgagor hereby assigns and pledges to the Mortgagee, as further security for the payment of the Debt, each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part thereof, together with all right, title and interest of the Mortgagor in and to each and every such policy; including but not limited to all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgagor fails to keep the Real Estate insured as specified above then, at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire Debt due and payable and this mortgage subject to foreclosure, and this mortgage may be foreclosed as hereinafter provided; and, regardless of whether the Mortgagee declares the entire Debt due and payable and this mortgage subject to foreclosure, the Mortgagee may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss, for its own benefit, the proceeds from such insurance (less cost of collecting same), if collected, to be credited against the Debt, or, at the election of the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgagee for insurance or for the payment of Liens shall become a debt due by the Mortgagor to the Mortgagee and at once payable, without demand upon or notice to the Mortgagor, and shall be secured by the lien of this mortgage, and shall bear interest from date of payment by the Mortgagee until paid at the rate of 8% per annum.

As further security for the payment of the Debt, the Mortgagor hereby assigns and pledges to the Mortgagee the following described property, rights, claims, rents, profits, issues and revenues:

1. all rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues;

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2. all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments for the voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgagor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, after the payment of all the Mortgagee's expenses in connection with any proceeding or transaction described in this subparagraph 2, including court costs and attorneys' fees, on the Debt in such manner as the Mortgagee elects, or, at the Mortgagee's option, the entire amount, or any part thereof, so received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the Real Estate.

The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they now are, reasonable wear and tear excepted.

Notwithstanding any other provision of this mortgage or the note or notes evidencing the Debt, the Debt shall become immediately due and payable, at the option of the Mortgagee, upon the conveyance of the Real Estate, or any part thereof or any interest therein, or upon the leasing of the Real Estate, or any part thereof, for a term of more than one year (including options to renew).

The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagee by one of its officers.

After default on the part of the Mortgagor, the Mortgagee, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, shall be entitled to the appointment by any competent

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5.

court, without notice to any party, of a receiver for the rents, issues, revenues and profits of the Real Estate, with power to lease and control the Real Estate, and with such other powers as may be deemed necessary.

Upon condition, however, that if the Mortgagor pays the Debt (which Debt includes the indebtedness evidenced by the promissory note or notes referred to hereinbefore and any and all extensions and renewals thereof, or of any part thereof, and all interest on said indebtedness and on any and all such extensions and renewals) and reimburses the Mortgagee for any amounts the Mortgagee has paid in payment of Liens or insurance premiums, and interest thereon, and fulfills all of its obligations under this mortgage, this conveyance shall be null and void. But if: (1) any warranty or representation made in this mortgage is breached or proves false in any material respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage, (3) default is made in the payment to the Mortgagee of any sum paid by the Mortgagee under the authority of any provision of this mortgage; (4) the Debt, or any part thereof, remains unpaid at maturity; (5) the interest of the Mortgagee in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon; (6) any statement of lien is filed against the Real Estate, or any part thereof, under the statutes of Alabama relating to the liens of mechanics and materialmen (without regard to the existence or nonexistence of the debt or the lien on which such statement is based); (7) any law is passed imposing or authorizing the imposition of any specific tax upon this mortgage or the Debt or permitting or authorizing the deduction of any such tax from the principal or interest of the Debt, or by virtue of which any tax, lien or assessment upon the Real Estate shall be chargeable against the owner of this mortgage; (8) any of the stipulations contained in this mortgage is declared invalid or inoperative by any court of competent jurisdiction; (9) Mortgagor, or any of them shall: (a) apply for or consent to the appointment of a receiver, trustee or liquidator thereof or of the Real Estate or of all or a substantial part of such Mortgagor's assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fail, or admit in writing such Mortgagor's inability generally, to pay such Mortgagor's debts as they come due, (d) make a general assignment for the benefit of creditors, (e) file a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law, or (f) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against such

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6.

Mortgagor in any bankruptcy, reorganization or insolvency proceedings; or (10) an order for relief or other judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking liquidation or reorganization of the Mortgagor, of any of them if more than one, or appointing a receiver, trustee or liquidator of any Mortgagor or of the Real Estate or of all or a substantial part of the assets of any Mortgagor; then, upon the happening of any one or more of said events, at the option of the Mortgagee, the unpaid balance of the Debt shall at once become due and payable and this mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall be authorized to take possession of the Real Estate and, after giving at least twenty-one days notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Real Estate is located, to sell the Real Estate in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows: first, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including a reasonable attorneys' fee; second, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, Liens or other encumbrances, with interest thereon; third, to the payment in full of the balance of the Debt 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 paid to the party or parties appearing of record to be the owner of the Real Estate at the time of the sale, after deducting the cost of ascertaining who is such owner. The Mortgagor agrees that the Mortgagee may bid at any sale had under the terms of this mortgage and may purchase the Real Estate if the highest bidder therefor. At the foreclosure sale the Real Estate may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner the Mortgagee may elect.

The Mortgagor agrees to pay all costs, including reasonable attorneys' fees, incurred by the Mortgagee in collecting or securing or attempting to collect or secure the Debt, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such lien or encumbrance; and/or all costs incurred in the foreclosure of this mortgage, either under the power of sale contained

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Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Mortgagee, shall inure to the benefit of the Mortgagee's successors and assigns.

In witness whereof, the undersigned Mortgagor has executed this instrument on the date first written above:

WITNESS:

By: *Chris Saxon*
 Chris Saxon, President

Witness
Bonnie Thomas

NOTE

I, Chris W. Saxon, promise to pay \$76,000 to satisfy this mortgage and note.

+ 8%

Chris Saxon