The true consideration of this instrument is $80,000.00 with the remaining being interest and miscellaneous charges.

THE STATE OF ALABAMA
JEFFERSON COUNTY

MORTGAGE

THIS MORTGAGE, made and entered into on this, the 4th day of March, 19 98, by and between

Yvette Trussell, An unmarried adult

parties of the first part, and UNION STATE BANK, Birmingham, Alabama, party of the second part,

WITNESSETH, THAT WHEREAS, parties of the first part are justly indebted to party of the second part in the sum of Eighty One Thousand Seven Hundred Six Dollars and 50/100------ Dollars, ($81,706.50)

evidenced by one or more promissory note(s), payable at Union State Bank, Birmingham, Alabama. The balance of the said indebtedness with all interest thereon matures and is payable on the Demand day of ________, 19____, or in monthly installments of $________ each, commencing on the ________ day of ________, 19____, and on the ________ day of each month thereafter until entire amount, principal and interest, is fully paid.

NOW, THEREFORE IN CONSIDERATION of said indebtedness and in order to secure the same, and any other indebtedness or obligation of parties of the first part, or either of them, to party of the second part, whether as principal debtor, endorser, guarantor, or otherwise, whether now existing or hereafter incurred, parties of the first part do hereby grant, bargain, sell and convey unto party of the second part the following described property, to-wit:

See Attached Exhibit "A"

This mortgage does not constitute any portion of the mortgagors homestead.

Inst # 1998-09724

03/19/1998-09724
02:47 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 133.50

Inst # 1998-09724

This instrument was prepared by Richard Joiner, Union State Bank, Birmingham, Al.

TO HAVE AND TO HOLD, together with all and singular the rights, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, unto party of the second part, its successors or assigns, in fee simple.

And parties of the first part, for themselves, their heirs, successors and assigns, do hereby covenant with party of the second part that they are lawfully seized in fee of the said premises; that they have a good right to sell and convey the same; that said premises are free from encumbrance; and that they warrant and will forever defend the title to said premises against the lawful claims and demands of all parties whomsoever.

This conveyance is upon condition, however, that, if parties of the first part shall pay and discharge the indebtedness hereby secured and each installment thereof as the same matures and shall perform each and every convenant herein contained, then this conveyance shall become null and void. But if said parties of the first part should make default in the payment of said indebtedness, or any installment thereof, or the interest thereon, or should they fail to keep any convenant in this mortgage contained, or should they be adjudicated bankrupt, or should the interest or party of the second part in said property become endangered by reason of the enforcement of any other lien or encumbrance thereon, or should a receiver be appointed for parties of the first part, then, in any such event, at the election of party of the second part the entire indebtedness secured hereby shall become immediately due and payable, whether due by the terms hereof or not; and party of the second part, its agent or attorney, is hereby authorized to take possession of the property hereby conveyed, and with or without possession thereof to sell said property at public outcry to the highest bidder, for cash, before the courthouse door of the county in which said property is located, after giving notice of the time, place and terms of sale by publication once a week for three successive weeks in a newspaper published in said county or by giving notice in any other manner authorized by law.

And said party of the second part is authorized, in case of sale under the power herein contained, to execute a conveyance to the purchaser, conveying all the right and claim of said parties of the first part in and to said premises, either at law or in equity. And said party of the second part may purchase said property at any sale hereunder and acquire title thereto as a stranger, and in case of a purchase by party of the second part, said party of the second part, or any person authorized by it in writing, shall have the power to convey all the right, title and interest of parties of the first part in and to said premises by a deed to the party of the second part.

Out of the proceeds of sale party of the second part shall pay, first the costs of advertising, selling, and conveying said property, together with a reasonable attorney's fee of not less than ten percent of the amount of the indebtedness then due; secondly, the amount of the indebtedness due and owing to party of the second part hereby secured, together with the interest thereon, and any taxes, insurance premiums, or other charges that party of the second part may have paid as herein provided; and lastly, the surplus, if any, shall be paid over to parties of the first part, their heirs or assigns.

Parties of the first part convenant that they will pay all taxes and assessments that may be levied against said property, and that they will insure, and will keep insured, the improvements thereon against loss by fire, windstorm and such other perils as may be required or designated by party of the second part, in insurance companies that are acceptable to party of the second part, for their reasonable insurable value and in no event less than the amount of the indebtedness secured by this mortgage. The original policies evidencing said insurance shall be delivered to and kept by party of the second part and shall contain loss clauses acceptable to party of the second part, providing for payment in the event of loss to party of the second part as its interest may appear; and in case of the failure of parties of the first part to pay said taxes or assessments before the same, or any part thereof, become delinquent, or in case of failure to insure the improvements on said property, party of the second part may, at its option, either pay said taxes and assessments and procure said insurance; and the amount of taxes, assessment or insurance premiums as paid shall be secured by this conveyance as fully and to the same extent and under the same conditions as the indebtedness herein above described; or party of the second part may, at its election, proceed to foreclose this mortgage.

Parties of the first part covenant and agree that until all of the indebtedness secured hereby is paid in full, they will not sell, convey, mortgage or otherwise alienate said property, and will not create or suffer any other lien or encumbrance to be created against same, other than taxes and assessments lawfully levied by governmental authorities, without the written consent of party of the second part.

IN WITNESS WHEREOF, parties of the first part have hereto set their hands and seals, on this, the day and year herein first above written.

Yvette L. Trussell (L. S.) ________ (L. S.)
Yvette L. Trussell

________ (L. S.) ________ (L. S.)

THE STATE OF ALABAMA }
JEFFERSON COUNTY }

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Yvette Trussell, an unmarried adult and ________, whose name/names are signed to the foregoing conveyance, and who is/are 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 seal on the 4th day of March, 1998

Judy Lystlund
Notary Public

MY COMMISSION EXPIRES
FEBRUARY 7, 2001

THE STATE OF ALABAMA }
JEFFERSON COUNTY }

I, ________, a Notary Public in and for said State and County, hereby certify that ________ and ________, whose name(s) as ________ and ________, respectively, of ________, a corporation, is/are signed to the foregoing conveyance and who is/are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, ________ as such officer(s) and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal on the ________ day of ________, 19__

____
Notary Public

Inst # 1998-09724

A parcel of land situated in the NW 1/4 of the NE 1/4 and the SW 1/4 of the NE 1/4 of Section 14, Township 21 South, Range 3 West in Shelby County, Alabama and being more particularly described as follows:

Begin at the NE corner of the SW 1/4 of the NE 1/4 of Section 14, Township 21 South, Range 3 West, said point being the point of beginning; thence South 0°20'44" East along the easterly boundary of said 1/4-1/4 section a distance of 141.09 feet; thence North 65°40'35" West a distance of 300.57 to a point on the Southeasterly right-of-way line of Shelby County Highway No. 26 (60' right of way), said point lying on a curve to the right having a radius of 1905.50' and a central angle of 6°07'58"; thence along said right-of-way and the arc of said curve a distance of 203.96 feet, said arc subtended by a chord which bears North 42°39'45" East a distance of 203.87' to the end of said curve; thence South 45°28'55" East and leaving said right-of-way a distance of 186.16 feet to the point of beginning.

Inst # 1998-09724