

(Name) James G. Gann

(Address) 729 Brown Marx Building, Birmingham, Alabama 35203

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Harbar Homes, Inc., a corporation

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Steve Russo

(hereinafter called "Mortgagee", whether one or more), in the sum

of Ninety-nine thousand, one hundred and ninety-four Dollars (\$ 99,194.00), evidenced by

Real Estate Mortgage Note of even date executed by Harbar Homes, Inc. to Steve Russo.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Harbar Homes, Inc., a corporation

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

Part of the S 1/2 of SE 1/4 of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: (see attached "Exhibit A" for legal description).

Subject to easements and restrictions of record.

It is the agreement of the parties that the mortgagee shall subordinate this mortgage to any creditor designated by the mortgagor upon receipt of an unconditional and irrevocable letter of credit from any State or National Bank, or licensed mortgage institution, insuring the balance of the principal and interest due at the time of said subordination under the note this mortgage secures.

Before any such subordination of this mortgage becomes effective, same must be witnessed by a written affidavit of the mortgagee, acknowledging any such subordination, and filed for record with the Judge of Probate, Shelby County, Alabama.

Mortgagor shall be allowed the right to prepay any of all of the principal and interest due under this mortgage without penalty.

It is further the agreement of the parties that the mortgagee will execute a partial release of this mortgage to any one acre of real property secured by this mortgage and designated by mortgagor for each and every prepayment made by mortgagor to mortgagee under this mortgage in the amount of six-thousand, six hundred (\$6,600) dollars plus accrued interest on that amount at the time of said payment.

See Modification Agreement Misc Book 51 page 876 8-1-83
See Partial release Misc Book 51 page 877 (8-1-83)
BOOK 426 PAGE 561
" " " " 52 page 817- 9-26-83 Lot 3
" " " " 52 pg- 818 9-26-83 Lot 17
" " " " 52 page 907 (9-29-83) Lot 14
" " " " 52 page 908 (9-29-83) Lot 11
" " " " 52 " 909 (9-29-83) Lot 18
" " " " 52 pg 180 (10-17-83) Lot 26
" " " " 52 pg 181 (10-17-83) Lot 23

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

See Partial release Misc Book 53 page 536 (11/3/83)
See Partial release Misc Book 53 page 537 (11/3/83)
See Partial release Misc Book 53 page 538 (11/3/83)

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal 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 the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and 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 assigns, 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 or assigns 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, 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, agents or assigns, 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, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said 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 then be necessary to expend, in paying insurance, taxes, or other incumbrances, 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 balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned HARBAR HOMES, INC has duly executed this INSTRUMENT

have hereunto set _____ signature _____ and seal, this 14th day of JANUARY, 1983
HARBAR HOMES, INC. (SEAL)
BY Denney Barrow (SEAL)
ITS VICE PRESIDENT (SEAL)

(SEAL)

THE STATE of _____ }
COUNTY }
I, _____, a Notary Public in and for said County, in said State, hereby certify that
whose name _____ signed to the foregoing conveyance, and who _____ known to me acknowledged before me on this day,
that being informed of the contents of the conveyance _____ executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this _____ day of _____, 19____
Notary Public.

THE STATE of ALABAMA }
JEFFERSON COUNTY }
I, James G. Gann, III, a Notary Public in and for said County, in said State, hereby certify that DENNEY E BARROW
whose name as VICE PRESIDENT of HARBAR HOMES, INC.
a corporation, 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 such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.
Given under my hand and official seal, this the 14th day of JANUARY, 1983.
James G. Gann, III Notary Public

Return to: Gordon, Silverman & Loeb
724 Brown - Marx Bldg
Birmingham, Ala
HARBAR HOMES, INC
TO
Steve Russo

MORTGAGE DEED

THIS FORM FROM
Buyers Title Insurance Corporation
Title Guaratee Division
TITLE INSURANCE -- ABSTRACTS
Birmingham, Alabama

Beginning at the most westerly corner of Lot 68, Amended Map Chaparral First Sector Phase I, a map of which is recorded in the Office of the Judge of Probate Shelby County, Alabama, in Map Book 7, Page 161, run in a Southeasterly direction along the southwest lines of said Lot 68 and Lot 67 of said subdivision for a distance of 147.99 feet to the most northerly corner of Lot 66 of said subdivision; thence turn an angle to the right of 82 deg. 21 min. 53 sec. and run in a southwesterly direction along the northwest line of said Lot 66 and the end of the right-of-way of Blazing Star (a 60 foot wide road right-of-way) for a distance of 220.99 feet to a point on the southwest right-of-way line of said Blazing Star; thence turn an angle to the left of 90 deg. and run in a southeasterly direction along said southwest right-of-way line for a distance of 27.64 feet to the most northerly corner of Lot 30 of said subdivision; thence turn an angle to the right of 90 deg. and run in a southwesterly direction along the northwesterly line of said Lot 30 for a distance of 185.00 feet to the most westerly corner of said Lot 30; thence turn an angle to the left of 90 deg. and run in a southeasterly direction for a distance of 40.00 feet to the most northerly corner of Lot 29-A, a Resurvey of Lots 10, 11, and 20 through 29, Amended Map Chaparral First Sector Phase I, a map of which is recorded in the Office of the Judge of Probate Shelby County, Alabama, in Map Book 8 Page 93; thence turn an angle to the right of 60 deg. 58 min. 07 sec. and run in a southwesterly direction for a distance of 376.29 feet to the most westerly corner of Lot 27-A of said Resurvey; thence turn an angle to the left of 55 deg. 20 min. and run in a southeasterly direction along the southwesterly line of said Lot 27-A for a distance of 93.74 feet to a corner of said Lot 27-A being on the North line of Lot 247, Chandalar South - Sixth Sector Addition as recorded in Map Book 7 page 50 in the Office of the Judge of Probate Shelby County, Alabama; thence turn an angle to the right of 110 deg. 20 min. and run in a westerly direction along the north line of Lots 247, 250, 251, 252, and its westerly extension thereof said Chandalar South - Sixth Sector Addition for a distance of 660.86 feet to an existing iron pin; thence turn an angle to the right of 85 deg. 03 min. and run in a northerly direction for a distance of 401.12 feet to an existing iron pin; thence turn an angle to the right of 48 deg. 41 min. and run in a northeasterly direction for a distance of 1,032.49 feet to an existing iron pin; thence turn an angle to the right of 3 deg. 01 min. and run in a northeasterly direction for a distance of 190.34 feet to an existing iron pin; thence turn an angle to the right of 1 deg. 45 min. and run in a northeasterly direction for a distance of 77.88 feet to an existing iron pin being the most westerly corner of Lot 18, First Addition to Indian Hills Second Sector, a map of which is recorded in the Office of the Judge of Probate Shelby County, Alabama, in Map Book 5, Page 7; thence turn an angle to the right of 89 deg. 47 min. 33 sec. and run in a Southeasterly direction for a distance of 256.75 feet to an existing iron pin; thence turn an angle to the right of 1 deg. 50 sec. and run in a southeasterly direction for a distance of 47.90 feet to an existing iron pin; thence turn an angle to the left of 29 deg. 01 min. 35 sec. and run in a southeasterly direction for a distance of 236.27 feet to an existing iron pin being a corner of Lot 69, of said Amended Map of Chaparral First Sector Phase I; thence turn an angle to the right and run in a southwesterly direction along the northwest lines of Lots 69 and 68 of said Amended Map of Chaparral First Sector Phase I for a distance of 280.49 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

Except and excluding from this mortgage six acres (more or less) of the above described property, said six acres being described in "Exhibit B" attached hereto.

Harbar Homes Inc. and Steve Russo herein confirm this is the correct "Exhibit A" referred to in that certain mortgage executed by Harbar Homes, Inc. to Steve Russo on the 14th day of JANUARY, 1983.

Harbar Homes, Inc.
By Denny Barrow

Steve Russo
Steve Russo

"EXHIBIT B"

DESCRIPTION

Part of the S½ of SE¼ of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the most westerly corner of Lot 68, Amended Map Chaparral First Sector Phase I, a map of which is recorded in Office of the Judge of Probate Shelby County, Alabama, in map book 7, page 161, run in a southeasterly direction along the southwest lines of said Lot 68 and Lot 67 of said subdivision for a distance of 147.99 feet to the most northerly corner of Lot 66 of said subdivision; thence turn an angle to the right of 82°21'53" and run in a southwesterly direction along the north-west line of said Lot 66 and the end of the right-of-way of Blazing Star (a 60 foot wide road right-of-way) for a distance of 220.99 feet to a point on the southwest right-of-way line of said Blazing Star; thence turn an angle to the left of 90° and run in a southeasterly direction along said southwest right-of-way line for a distance of 27.64 feet to the most northerly corner of Lot 30 of said subdivision; thence turn an angle to the right of 90° and run in a southwesterly direction along the northwesterly line of said Lot 30 for a distance of 185.00 feet to the most westerly corner of said Lot 30; thence turn an angle to the right of 92° and run in a northerly direction for a distance of 138.00 feet; thence turn an angle to the left of 5°07'13" and run in a northerly direction for a distance of 125.27 feet; thence turn an angle to the left of 1°55'42" and run in a northerly direction for a distance of 115.10 feet; thence turn an angle to the right of 92°04'32" and run in an easterly direction for a distance of 141.00 feet; thence turn an angle to the left of 8°00' and run in a northeasterly direction for a distance of 206.40 feet; thence turn an angle to the left of 8°00' and run in a northeasterly direction for a distance of 20.47 feet; thence turn an angle to the left of 90° and run in a northwesterly direction for a distance of 60.00 feet; thence turn an angle to the right of 90° and run in a northeasterly direction for a distance of 26.53 feet; thence turn an angle to the left of 87°47'30" and run in a northwesterly direction for a distance of 252.73 feet; thence turn an angle to the right of 89°29' and run in a northeasterly direction for a distance of 82.00 feet to an existing iron pin; thence turn an angle to the right of 1°45' and run in a northeasterly direction for a distance of 77.88 feet to an existing iron pin being the most westerly corner of Lot 18, First Addition to Indian Hills Second Sector, a map of which is recorded in the Office of the Judge of Probate Shelby County, Alabama, in map book 5, page 7; thence turn an angle to the right of 89°47'33" and run in a southeasterly direction for a distance of 256.75 feet to an existing iron pin; thence turn an angle to the right of 1°50' and run in a southeasterly direction for a distance of 47.90 feet to an existing iron pin; thence turn an angle to the left of 29°01'35" and run in a southeasterly direction for a distance of 236.27 feet to an existing iron pin being a corner of Lot 69, of said Amended Map of Chaparral First Sector Phase I; thence turn an angle to the right and run in a southwesterly direction along the northwest lines of Lots 69 and 68 of said Amended Map of Chaparral First Sector Phase I for a distance of 290.49 feet, more or less, to the point of beginning, containing 6.00 acres, more or less.

Harbar Homes, Inc. and Steve Russo herein confirm this is the correct "Exhibit B" referred to in that certain mortgage executed by Harbar Homes, Inc. to Steve Russo on the 14th day of January, 1983, and that the above described property is excluded from that mortgage.

Harbar Homes, Inc.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED

1983 JAN 18 AM 9:05

Thomas A. Lawrence, Jr.
JUDGE OF PROBATE

By

Wm. B. Barrow

Steve Russo

Steve Russo

Noty. tax - 148.80
Res. 6.00
Ad. 1.00
155.80