

This instrument was prepared by

(Name) Bruce Gordon, Gordon, Silberman, Loeb, Cleveland & Gordon, P. A.

(Address) 1500 Colonial Bank Tower, 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,

Crestwood Realty, 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 Eighty-Three Thousand Six Hundred Eighteen and no/100----- Dollars
(\$ 83,618.00), evidenced by promissory note executed simultaneously herewith providing for
one payment of \$83,618.00 plus interest at 10% per annum on the 1st day of July, 1984.

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,

Crestwood Realty, 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:

Legal description is as per attached Exhibit A made a part hereof, except for the
real estate described in Exhibit B attached hereto, which is specifically
released from this mortgage.

The proceeds of this loan have been applied toward the purchase price of the property
described herein conveyed to mortgagors simultaneously herewith.

Mortgagor shall be allowed the right to prepay any or 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 and no/100 (\$6,600.00)
Dollars plus accrued interest on that amount at the time of said payment.

It is the agreement of the parties that Steve Russo will subordinate this
mortgage to any creditor designated by Crestwood Realty, Inc. 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 on the note and mortgage to be
subordinated.

See Partial Release Misc. Bk. 54 page 752 (1/23/84) - Lots 3 & 4

See Partial Release Misc. Bk. 54 page 752 (1/23/84) - Lots 3 & 4

BOOK 433 PAGE 349

Cubala, J. H.

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

Crestwood Realty, Inc., a corporation

have hereunto set signature and seal, this 2nd day of July, 19 83.

CRESTWOOD REALTY, INC. (SEAL)
BY *[Signature]* (SEAL)
(SEAL)
(SEAL)

BOOK 433 PAGE 350

THE STATE of ALABAMA
JEFFERSON 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, *Bruce L. Gordon*, a Notary Public in and for said County, in said State, hereby certify that *But Jackson*

whose name as *President* of Crestwood Realty, 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 2nd day of July, 19 83. *Bruce Gordon*, Notary Public

GORDON, SILBERMAN, LOEB, CLEVELAND & GORDON, P. A.
729 Brown-Marx Tower
Birmingham, Alabama 35203
Return to:

Crestwood Realty, Inc.
TO
Steve Russo

MORTGAGE DEED

THIS FORM FROM
Title Insurance Corporation
Title Guaranty Division
TITLE INSURANCE - ABSTRACTS
TRUSTS
Birmingham, Alabama

PHONE XXXXXX

939-0900

SUBDIVISION PLANNING
STREET IMPROVEMENTS
STORM DRAINAGE
AERIAL MAPPING

WEYGAND SURVEYORS
2130 HIGHLAND AVENUE
BIRMINGHAM, ALABAMA 35205

SANITARY SEWERAGE
TOPOGRAPHIC MAPPING
PERCOLATION TESTS
LAND SURVEYING

Part of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the southwest corner of Lot 20, Block 5, Wooddale Fourth Sector, a map of which is recorded in the Office of the Judge of Probate, Shelby County, Alabama, in map book 6, page 26, run in an easterly direction along S. line of said lot 20 for a distance of 200.00 feet; thence turn an angle to the left of 90° and run in a northerly direction for a distance of 8.00 feet; thence turn an angle to the right of 90° and run in an easterly direction for a distance of 155.00 feet to an existing iron pin; thence turn an angle to the left of 84°45' and run in a northerly direction for a distance of 100.00 feet to an existing iron pin; thence turn an angle to the right of 107°30' and run in a southeasterly direction for a distance of 613.27 feet to an existing iron pin; thence turn an angle to the right of 104°40'53" and run in a southwesterly direction for a distance of 185.00 feet; thence turn an angle to the left of 79°39' and run in a southeasterly direction for a distance of 747.41 feet; thence turn an angle to the right of 133°31'18" and run in a westerly direction for a distance of 1319.82 feet; thence turn an angle to the right of 88°41'49" and run in a northerly direction for a distance of 800 feet, more or less, to the point of beginning, containing 18.73 acres, more or less.

BOOK 433 PAGE 351

EXHIBIT "A"

PHONE 939-0900

SUBDIVISION PLANNING
STREET IMPROVEMENTS
STORM DRAINAGE
AERIAL MAPPING

WEYGAND SURVEYORS
2130 HIGHLAND AVENUE
BIRMINGHAM, ALABAMA 35205

SANITARY SEWERAGE
TOPOGRAPHIC MAPPING
PERCOLATION TESTS
LAND SURVEYING

Part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at the southwest corner of Lot 20, Block 5, Wooddale Fourth Sector, a map of which is recorded in the Office of the Judge of Probate, Shelby County, Alabama, in map book 6, page 26, run in an easterly direction along line of said Lot 20 for a distance of 200.00 feet; thence turn an angle to the left of 90° and run in a northerly direction for a distance of 8.00 feet; thence turn an angle to the right of 90° and run in an easterly direction for a distance of 155.00 feet to an existing iron pin; thence turn an angle to the left of 84°45' and run in a northerly direction for a distance of 100.00 feet to an existing iron pin; thence turn an angle to the right of 107°30' and run in a southeasterly direction for a distance of 613.27 feet to an existing iron pin; thence turn an angle to the right of 104°40'53" and run in a southwesterly direction for a distance of 562.79 feet; thence turn an angle to the right of 103°52'18" and run in a northwesterly direction for a distance of 165.00 feet; thence turn an angle to the right of 48°03'48" and run in a northeasterly direction for a distance of 214.38 feet; thence turn an angle to the left of 79°14'32" and run in a northwesterly direction for a distance of 158.00 feet to a point of curve to the left, said curve being concave in a southerly direction and having a radius of 308.13 feet and a central angle of 20°07'27"; thence run in a northwesterly direction along the arc of said curve for a distance of 108.23 feet to the end of said curve; thence run in a westerly direction along a line tangent to the end of said curve for a distance of 45 feet to a point of a curve to the left; said curve being concave in a southeasterly direction and having a radius of 15 feet and a central angle of 90°; thence run in a westerly and southerly directions along the arc of said curve for a distance of 23.56 feet to the end of said curve; thence run along a line tangent to the end of said curve for a distance of 42 feet; thence turn an angle to the right of 90° and run in a westerly direction for a distance of 205.00 feet; thence turn an angle to the right of 90° and run in a northerly direction for a distance of 220.00 feet, more or less, to the point of beginning, containing 6.00 acres, more or less.

BOX 433 PAGE 352

Exhibit B

STATE OF ALA. SHELBY CO.
JULY 1963

1963 JUL -6 AM 8:45

THOMAS W. LAMAR, JR.
JUDGE OF PROBATE

nty. Tax 125.5
Rec. 6.00
Jnl 1.00
13253