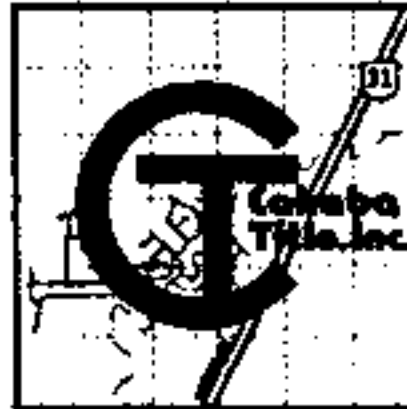


This instrument was prepared by

(Name) Ray D. Gibbons
 1500 Colonial Bank Building
 (Address) Birmingham, Alabama 35203



This Form furnished by:

Cahaba Title, Inc.

1970 Chandalar South Office Park
 Pelham, Alabama 35124

Representing St. Paul Title Insurance Corporation

MORTGAGE-

STATE OF ALABAMA

SHELBY

COUNTY }

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-Two Thousand Two Hundred Ninety-Eight and no/100----- Dollars (\$ 82,298.00), evidenced by promissory note executed simultaneously herewith providing for one payment of \$82,298.00 plus interest from July 2, 1984, at 10% per annum, on the 1st day of July, 1985.

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.

Mortgagors 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 Mortgagors for each and every prepayment made by Mortgagors 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.

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

Gordon, Cleveland

See release - Misc. Bk. 55 pg. 580 (3/13/84) BOOK 443 PAGE 508

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 its signature

and seal, this 15th day of February, 1984

CRESTWOOD REALTY, INC.

(SEAL)

BY:

(SEAL)

(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, RAY D. GIBBONS

, a Notary Public in and for said County, in said State,

hereby certify that B. J. 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

15

day of

February

1984

Notary Public

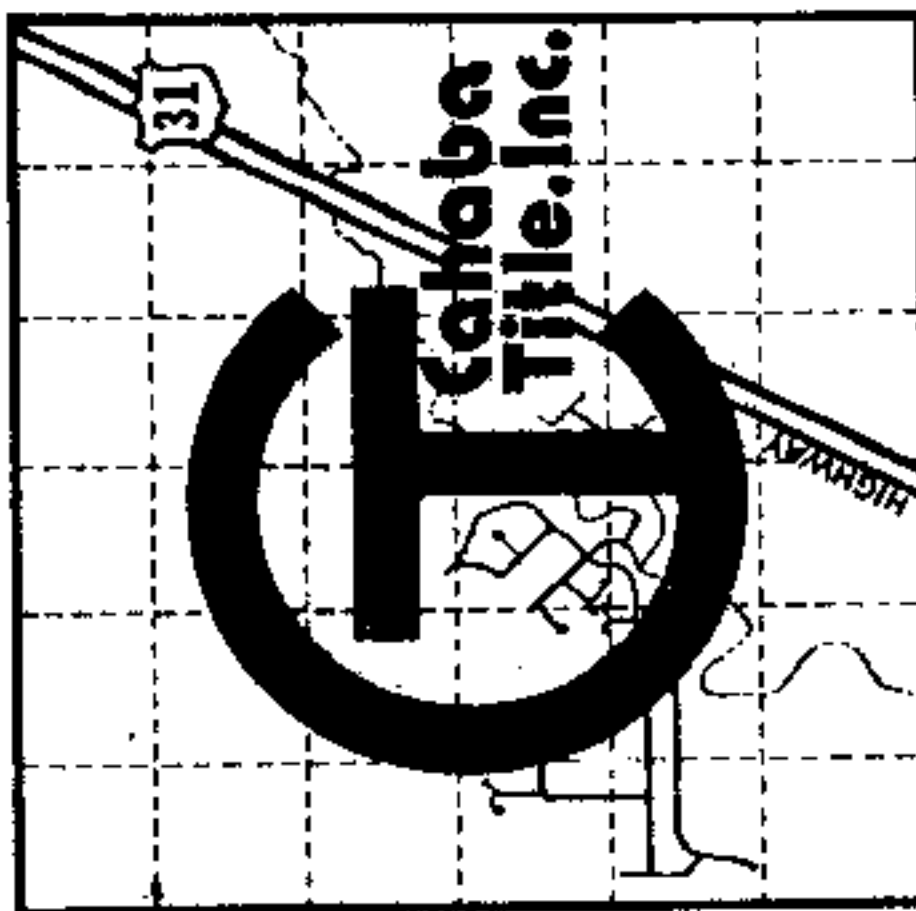
GORDON, SILBERMAN, LOEB, CLEVELAND & GORDON, P.A.
Return to: 1500 COLONIAL BANK BUILDING
BIRMINGHAM, ALABAMA 35203

Crestwood Realty, Inc.

TO

Steve Russo

MORTGAGE DEED



Recording Fee \$

Deed Tax \$

This form furnished by

Cahaba Title, Inc.

1970 Chandalar South Office Park
Pelham, Alabama 35124

Representing St. Paul Title Insurance Corporation

Telephone 205-663-1130

Part of the SE 1/4 and the SE 1/4 of SW 1/4 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 5, Block 5, Indian Hills, Second Sector, a map of which is recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 4 Page 91, run in a southeasterly direction along the Southwest line of said Lot 5 for a measured distance of 261.94 feet to an existing iron pin, being the most southerly corner of said Lot 5, also being a corner on the Northwest line of Lot 30, Chaparral First Sector, Phase II, a map of which is recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 8 page 114; thence turn an angle to the right of 83 deg. 07 min. and run in a Southwesterly direction along the Northwest line of Lots 30, 1 and 2 of said Chaparral Subdivision for a distance of 190.34 feet to an existing iron pin; thence turn an angle to the left of 3 deg 01 min. and run in a southwesterly direction along the Northwesterly line of Lots 2, 3, 4, 5, 6, 7, 8, 9, and 10 of said Chaparral Subdivision for a distance of 1032.49 feet to an existing iron pin; thence turn an angle of the left of 48 deg. 41 min. and run in a Southeasterly

direction along the West line of Lots 10 and 11 of said Chaparral Subdivision for a distance of 401.12 feet to an existing iron pin; thence turn an angle to the right of 94 deg. 57 min. and run in a Westerly direction for a distance of 1432.79 feet to an existing iron pin; thence turn an angle to the right of 88 deg. 41 min. 49 sec. and run in a Northerly direction for a distance of 800.00 feet to an existing iron pin, being 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; thence turn an angle to the right of 90 deg. and run in an easterly direction for a distance of 200.00 feet; thence turn an angle to the left of 90 deg. and run in a Northerly direction for a distance of 8.00 feet; thence turn an angle to the right of 90 deg. 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 deg. 45 min. 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 deg. 30 min. and run in a southeasterly direction for a distance of 810.48 feet to an existing iron pin; thence turn an angle to the left of 90 deg. and run in a Northeasterly direction for a distance of 105.00 feet; thence turn an angle to the right of 9 deg. 23 min. 08 sec. and run in a Northeasterly direction for a distance of 262.99 feet to an existing iron pin; thence turn an angle to the left of 83 deg. 23 min. 08 sec. and run in a Northwesterly direction for a distance of 23.06 feet to an existing iron pin; thence turn an angle to the right of 90 deg. and run in a Northeasterly direction for a distance of 178.85 feet to an existing iron pin; thence turn an angle to the left of 95 deg. 45 min. and run in a Northwesterly direction for a distance of 160.00 feet to an existing iron pin; thence turn an angle to the right of 101 deg. 45 min. and run in a Northeasterly direction for a distance of 273.00 feet to an existing iron pin; thence turn an angle to the right of 45 deg. 15 min. and run in a Easterly direction for a distance of 110.00 feet to an existing iron pin; thence turn an angle to the right of 20 deg. 00 min. and run in a Southeasterly direction for a distance of 338.28 feet; thence turn an angle to the left of 79 deg. 00 min. 45 sec. and run in a Northeasterly direction for a distance of 105.65 feet to a point of curve, said curve being concave in a Southeasterly direction and having a radius of 300.45 feet and a central angle of 19 deg. 33 min. 56 sec.; thence turn an angle to the right and run along the arc of said curve for a distance of 102.60 feet to the end of said curve being the Southwest corner of Lot 6, Block 4 of said Indian Hills, Second Sector and the beginning of a second curve, said second curve being concave in a Southeasterly direction having a radius of 1149.64 feet and a central angle of 4 deg. 23 min.; thence turn an angle to the right and run in a Northeasterly direction along the arc of said curve for a distance of 87.95 feet to the end of said curve; thence run in a Northeasterly direction along a line tangent to the end of said curve for a distance of 45.00 feet; thence turn an angle to the right of 90 deg. 00 min. and run in a Southeasterly direction for a distance of 50.00 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

LESS AND EXCEPT the 18.73 acres, more or less, heretofore conveyed to Crestwood Realty, Inc. on July 2, 1983, and being more particularly described in Deed Book 348 Page 288 in the Probate Office of Shelby County, Alabama.

EXHIBIT B

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

Beginning at the southeast corner of Lot 8, Chaparral Second Sector, a map of which is recorded in the Office of the Judge of Probate, Shelby County, Alabama, in map book 8, page 142, run in a northeasterly direction along the southeast line of said Lot 8 for a distance of 170.00 feet; thence turn an angle to the left of 23°40' and run in a northeasterly direction along the southeast line of Lot 9 in said subdivision for a distance of 102.0 feet; thence turn an angle to the right of 23°37'42" and run in a northeasterly direction along the southeast line of Lots 13, 14, & 15, in said subdivision for a distance of 477.79 feet; thence turn an angle to the right of 92°18'26" and run in a southeasterly direction for a distance of 306.58 feet; thence turn an angle to the right of 4°20'42" and run in a southeasterly direction for a distance of 75 feet; thence turn an angle to the right of 95°30' and run in a southwesterly direction for a distance of 45 feet; thence turn an angle to the left of 90° and run in a southeasterly direction for a distance of 112.11 feet; thence turn an angle to the right of 86°03'06" and run in a southwesterly direction for a distance of 174.41 feet; thence turn an angle to the left of 47°34'03" and run in a southerly direction for a distance of 143.06 feet, more or less, to a point on the south line of the SW¼ of the SE¼ of said Section 36; thence turn an angle to the right of 93°14'07" and run in a westerly direction along the south line of said ¼-¼ section for a distance of 20.0 feet; thence turn an angle to the right of 46°47'52" and run in a northwesterly direction for a distance of 233.75 feet; thence turn an angle to the left of 88°31'02" and run in a southwesterly direction for a distance of 51.0 feet to a point of a curve to the left, said curve being concave in a southeasterly direction and having a central angle of 7°50' and a radius of 700.30 feet; thence run in a southwesterly direction along the arc of said curve for a distance of 95.74 feet; thence run in a southwesterly direction along a line tangent to end of said curve for a distance of 89.43 feet, more or less, to a point on the south line of said Section 36; thence turn an angle to the right of 49°33'10" and run in a westerly direction along the south line of said Section 36 for a distance of 283.52 feet, more or less, to the point of beginning, containing 5.5 acres, more or less.

BOOK 443 PAGE 511

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

1984 FEB 16 AM 9:06

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Qty. Fee 123 45
Rec. 6 00
Ind. 1 00
130 45