STATE OF ALABAMA)
SHELBY COUNTY)

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That whereas KAREN D. HUCKESTEIN and JOSEPH A. HUCKESTEIN, husband and wife, have become justly indebted to WALTER R. NEELEY and WILMA B. NEELEY (hereinafter called Mortgagee), in the principal sum of FORTY-SEVEN THOUSAND AND 00\100 DOLLARS ($47,000.00), as evidenced by one (1) negotiable note of even date herewith,

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and compliance with all the stipulations hereinafter contained, the said KAREN D. HUCKESTEIN and JOSEPH A. HUCKESTEIN, husband and wife (hereinafter called Mortgagors) do hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate situated in Shelby County, State of Alabama, viz:

> Lot 16, First Sector in Alabaster, Alabama as recorded in Map Book 6, Page 22 in the Office of the Judge of Probate of Shelby County, Alabama.

together with all rents and other revenues thereof and all rights, privileges, tenements, interests, improvements and appurtenances thereunto belonging or in any wise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric and other heating, lighting, ventilating, air conditioning, refrigerating and cooking apparatus, elevators, plumbing and other equipment and fixtures attached or appertaining to said premises, all of which (hereinafter designated as the mortgaged property) shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD the same and every part thereof unto the Mortgagee, WALTER R. NEELEY and WILMA B. NEELEY, and assigns forever.

And for the purpose of further securing the payment of said indebtedness the Mortgagors covenant and agree as follows:

1. That they are lawfully seized in fee and possessed of said mortgaged property and have a good right to convey the same as aforesaid, that they will warrant and forever defend the title thereto against the lawful claims of all persons whomsoever, and that said property is free and clear of all encumbrances.

2. That they will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed legally upon said

mortgaged property and should default be made in the payment of same, or any part thereof, said Mortgagee may pay the same.

3. That they will keep the buildings on said premises continuously insured in such amounts, in such manner and in such companies as may be satisfactory to the Mortgagee against loss by fire and such other hazards as Mortgagee may specify, with loss, if any, payable to said Mortgagee, and will deposit with the Mortgagee policies for such insurance and will pay the premium therefor as the same become due. If Mortgagors fail to keep said property insured as above specified, the Mortgagee may insure said property for its insurable value against loss by fire and other hazards for the benefit of the Mortgagee, the proceeds of such insurance, if collected, to be credited on the indebtedness secured by this Mortgage, less cost of collecting same, or to be used in repairing or reconstructing the premises as the Mortgagee may elect; all amounts so expended by said Mortgagee for insurance or for the payment of taxes, assessments or any other prior liens shall become a debt due said Mortgagee additional to the indebtedness herein described and at once payable without demand upon or notice to any person, and shall be secured by the lien of this mortgage and shall bear interest at the highest legal rate from date of payment by said Mortgagee and at the election of the Mortgagee and without notice to any person the Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and this mortgage subject to foreclosure and same may be foreclosed as hereinafter provided.

4. To take good care of the mortgaged property above described and not to commit or permit any waste thereon, and to keep the same repaired and at all times to maintain the same in as good condition as it now is, reasonable wear and tear alone excepted.

5. That no delay or failure of the Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present default on the part of the said Mortgagors, and that the procurement of insurance or payment of taxes by the Mortgagee shall not be taken or deemed as a waiver of the right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagors to procure such insurance or to pay such taxes, it being agreed that no terms or conditions contained in this mortgage can be waived, altered, or changed except as evidenced in writing signed by the Mortgagors and by the Mortgagee.

6. That they will well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable.

7. That after any default on the part of the Mortgagors the Mortgagee shall, upon bill filed or other proper legal proceedings

being commenced for the foreclosure of this mortgage, be entitled as a matter of right to the appointment by any competent court or tribunal without notice to any party, of a receiver of the rents, issues and profits of said premises, with power to lease and control the said premises and with such other powers as may be deemed necessary, and that a reasonable attorney's fee shall, among other expenses and costs, be fixed, allowed and paid out of such rents, issues and profits or out of the proceeds of the sale of said mortgaged property.

8. That all the covenants and agreements of the Mortgagors herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to the Mortgagee shall inure to the benefit of the heirs, successors or assigns of the Mortgagee.

9. That the debt hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided at the option of the holder hereof when and if any statement of lien is filed under the statutes of Alabama relating to the liens of mechanics and materialmen, without regard to the form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof, or of the lien on which such statement is based.

10. Plural or singular words used herein to designate the undersigned Mortgagors shall be construed to refer to the maker or makers of this mortgage, whether one or more persons or a corporation.

UPON CONDITION, HOWEVER, that if the Mortgagors shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable and shall in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect hereof, then and in that event only this conveyance shall be and become null and void; but should default be made in the payment of the indebtedness hereby secured or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by said Mortgagee under the authority of any of the provisions of this mortgage or should the interest of said Mortgage in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon so as to endanger the debt hereby secured, or should any law, either federal or state, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the debt hereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged premises shall be charged against the owner of this mortgage or should at any time any of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction or should the Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part of same as may not, as of said date, have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of the Mortgagee, notice of the exercise of such option being hereby expressly waived; and the Mortgagee shall have the right to enter upon and take possession of the property hereby conveyed and after or without taking such possession to sell the same before the County Court House door in Shelby County, Alabama at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said County, and upon the payment of the purchase money the Mortgagee, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagors a good and sufficient deed to the property sold; the Mortgagee shall apply the proceeds of said 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 may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of sale; and fourth, the balance, if any, to be paid over to the said Mortgagors or to whomsoever then appears of record to be the owner of said property. The Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale thereunder.

IN WITNESS WHEREOF, the undersigned have hereunto set their signatures and seals as of the 13th day of August, 1996.

Karen D. Huckestein (SEAL)
KAREN D. HUCKESTEIN

Joseph A. Huckestein (SEAL)
JOSEPH A. HUCKESTEIN

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Karen D. Huckestein and Joseph A. Huckestein whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 13th day of September, 1996.

Sharon C. Mathmer
Notary Public
My Commission Expires: 11-26-96

PROMISSORY NOTE

$47,000.00

Birmingham, Alabama
August 13, 1996

FOR VALUE RECEIVED, the undersigned, KAREN D. HUCKESTEIN and JOSEPH A. HUCKESTEIN (collectively, the "**Maker**"), promises to pay to the order of WALTER R. NEELEY and WILMA B. NEELEY (collectively, the "**Lender**"), the sum of FORTY-SEVEN THOUSAND AND NO/100 DOLLARS ($47,000.00), at seven percent (7.0%) per annum interest, payable over one hundred eighty (180) months in equal monthly payments of FOUR HUNDRED TWENTY-TWO AND 45/100 DOLLARS ($422.45) per month beginning on the fifth (5th) day of October, 1996 and on the fifth (5th) day of each month thereafter until paid in full.

All payments hereunder shall be payable in lawful money of the United States which shall be legal tender for public and private debts at the time of payment.

All payments shall be applied first to interest, and then to principal.

Late payments will not result in a late payment penalty. Interest will be computed on the outstanding balance to the date payment is received by Lender. Lender will maintain an active amortization schedule showing the amount and date of all payments and the resulting interest and principal balances. The amortization schedule will be available to debtor from time to time upon request.

This note is secured by a Mortgage (the "**Mortgage**") of even date herewith, executed and delivered by the maker hereof covering certain real property in Shelby County, Alabama and the terms of the said Mortgage are incorporated herein and made a part hereof the same as if fully set forth herein. A default under any of the provisions of the Mortgage shall be a default hereunder and a default hereunder shall be a default under the Mortgage.

The parties to this instrument, whether maker, endorser, surety, or guarantor, each for himself, hereby severally waive as to this debt, or any renewal thereof, any rights of exemption under the Constitution and laws of Alabama, or any other state, as to personal property, and they severally agree to pay all costs of collecting or securing or attempting to collect or secure this note, including a reasonable attorney's fee, whether the same be collected or secured by, or any attorney be consulted with reference to, suit or otherwise.

The Maker waives demand, presentment, protest, notice of protest, suit, and all other requirements necessary to hold the Maker liable. This note shall immediately become due and payable in the event of any of: a failure to pay the principal and interest as aforesaid; or in the event of a default in the Mortgage; or in the event of the insolvency of, judgment against, filing of petition in bankruptcy by or against, filing of application in any court for receiver for, or issuance or writ of garnishment against, the Maker.

IN WITNESS WHEREOF, the Maker has executed this note under seal on the date first above written.

Karen D. Huckestein (SEAL)
KAREN D. HUCKESTEIN

Joseph A. Huckestein (SEAL)
JOSEPH A. HUCKESTEIN