

This instrument was prepared by

(Name) Patricia K. Martin
(Address) 3021 Lorna Rd., Birmingham, Al. 35216

MORTGAGE- STEWART TITLE OF BIRMINGHAM, INC., Birmingham, Alabama

STATE OF ALABAMA
COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Guo Shi Zeng and his wife Xiuying Li

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

Cecil E. Lane, an unmarried man and Karen L. Thayer, a married woman

(hereinafter called "Mortgagee", whether one or more), in the sum
of Seventy-seven thousand and no/100 Dollars
(\$ 77,000.00), evidenced by a real estate mortgage note which was executed simultaneously
herewith

Inst # 1998-03266

02/02/1998-03266
11:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

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,
Guo Shi Zeng and his wife Xiuying Li

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:

See attached Exhibit A for legal description incorporated herein for all purposes.

Subject to: All easements, restrictions and rights of way of record.

This is a purchase money mortgage.

Mortgagors agree herein to keep in force a homeowners insurance policy in an amount to cover the mortgage amount and showing the mortgagee as loss payee. Mortgagors agree to furnish mortgagee with a receipt for paid in full taxes by December 31 of each year, and a paid receipt for the homeowners insurance by the due date of said insurance annually.

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

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 Guo Shi Zeng and his wife Xiuying Li

have hereunto set their signature s and seal, this 20 day of January, 19 98

Guo Shi Zeng (SEAL)
GUO SHI ZENG
Xiuying Li (SEAL)
XIUYING LI (SEAL)
(SEAL)

THE STATE of Alabama

Jefferson COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Guo Shi Zeng and his wife Xiuying Li

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 29 day of January, 19 98

THE STATE of

I, *Patricia K. Martin* COUNTY } hereby certify that *Guo Shi Zeng* and *Xiuying Li*

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

whose name as of 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 day of, 19

Notary Public

Return to:

TO

MORTGAGE DEED

This form furnished by

STEWART TITLE OF BIRMINGHAM, INC.
SUITE 950, FARLEY BUILDING
1929 NORTH 3RD AVENUE
BIRMINGHAM, ALABAMA 35203
(205) 324-6583

EXHIBIT A

Part of the N 1/2 of the NW 1/4, Section 23, Township 21 South, Range 3 West, Shelby County, Alabama, said part being more particularly described as follows: Beginning at the intersection of the South line of said North 1/2 of NW 1/4 and the West line of the right of way of the Montevallo-Siluria Road and run Westerly along said line for a distance of 555.43 feet, more or less, to the center of the 30 foot wide Plantation Pipeline Easement; thence turn an angle to the right of 71 degrees 46 minutes and run Northwesterly along said easement center line for a distance of 86.09 feet; thence turn an angle to the right of 6 degrees 52 minutes and run Northwesterly along said easement center line for a distance of 162.60 feet; thence turn an angle to the right of 101 degrees 22 minutes and run Easterly for a distance of 651.40 feet, more or less, to a point on the West right of way line of the Montevallo-Siluria Road; thence turn an angle to the right of 98 degrees 43 minutes and run Southwesterly along said road for a distance of 244 feet to the point of beginning; being situated in Shelby County, Alabama.

LESS AND EXCEPT the following described parcel:

Part of the N 1/2 of the NW 1/4 of Section 23, Township 21 South, Range 3 West, Shelby County, Alabama, said part being more particularly described as follows:

From the SE corner of the NW 1/4 of NW 1/4 of said Section 23, run West along the South line of said 1/4-1/4 section for a distance of 8.6 feet to a point on the West right of way line of Alabama Highway No. 119; thence turn an angle to the right of 98 degrees 43 minutes and run in a Northeasterly direction along said West right of way line for a distance of 137.175 feet to the point of beginning of the property herein described; thence turn an angle to the left of 98 degrees 43 minutes and run West for a distance of 265.61 feet; thence turn an angle to the right of 100 degrees 56 minutes and run Northeasterly for a distance of 107.54 feet; thence turn an angle to the right of 79 degrees 04 minutes and run East for a distance of 261.40 feet to a point on the West right of way line of said highway; thence turn an angle to the right of 98 degrees 43 minutes and run Southwesterly along said right of way line for a distance of 106.825 feet to the point of beginning; being situated in Shelby County, Alabama.

Inst # 1998-03266

02/02/1998-03266
11:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 SNA 129.00