

This instrument was prepared by:

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SouthTrust Tower, Suite 2500
420-20th Street North
Birmingham, Alabama 35203

STATE OF ALABAMA)
SHELBY COUNTY)

PURCHASE-MONEY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

1998-18649
10:09 AM
05/21/1998
SHELBY COUNTY JUDGE OF PROBATE
126.20
005 9M

THAT WHEREAS, Frank B. LaRussa and Lee Hines (hereinafter called "Mortgagors") are justly indebted to David E. Foley, Bishop of Birmingham in Alabama, a corporation sole (hereinafter called "Mortgagee"), in the sum of Seventy One Thousand Eight Hundred and 00/100 Dollars (\$71,800.00), evidenced by a Real Estate Mortgage Note executed concurrently herewith by the Mortgagors to the order of the Mortgagee, and payable in full on or before September 11, 1998, together with interest at the rate of eight percent (8%) per annum calculated from said date.

AND WHEREAS, Mortgagors agreed, in incurring said indebtedness, that this purchase-money mortgage should be given to secure the prompt payment thereof,

NOW THEREFORE, in consideration of the premises, said Mortgagors do hereby grant, bargain, sell and convey unto the Mortgagee that certain real estate, described on the attached Exhibit A, said property being situated in Shelby County, State of Alabama.

This is a Purchase-Money Mortgage which is executed and delivered concurrently with the Warranty Deed executed by the Mortgagee in favor of the Mortgagors.

Said property is warranted free from all encumbrances and against any adverse claims, except those enumerated in the Warranty Deed executed concurrently herewith by the Mortgagee in favor of the Mortgagors.

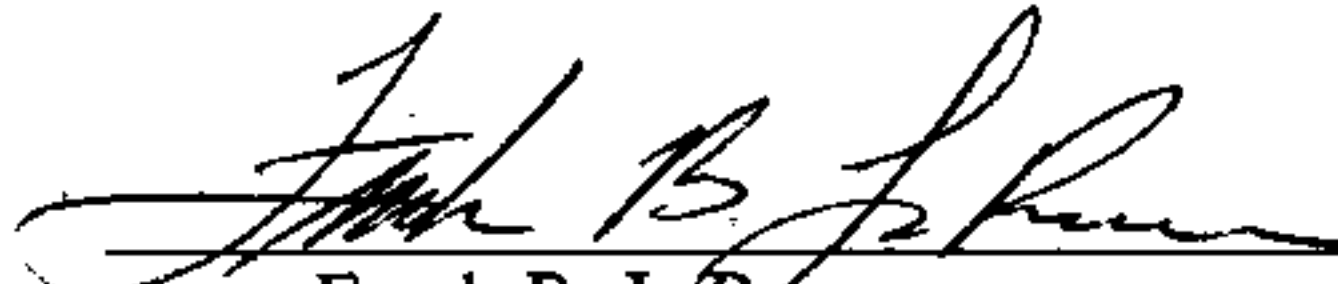
TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successors, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the Mortgagors agree: (a) to pay all taxes or assessments when imposed legally upon said premises; (b) that should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; (c) that to further secure said indebtedness, first above named, to keep such improvements that may be constructed or placed 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 the Mortgagee, as Mortgagee's interest may appear; (d) to promptly deliver said policies, or any renewal of said policies, to the Mortgagee; (e) that if Mortgagors 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; (f) that the policy if collected, to be credited on said indebtedness, less cost of collecting same; and (g) that 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 Mortgagors pay 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 party 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 encumbrance or levy 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 shall 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 Mortgagors; and Mortgagors further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and Mortgagors 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 foreclosed, said fee to be a part of the debt hereby secured.

The property above described is not the homestead of either Mortgagor or of their spouses.

IN WITNESS WHEREOF, the Mortgagors, Frank B. LaRussa and Lee Hines, have each hereunto set their signatures and seals, on this 11th day of May, 1998.

 (L.S.)
Frank B. LaRussa

 (L.S.)
Lee Hines

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Frank B. LaRussa and Lee Hines, whose names are signed to the foregoing purchase-money mortgage, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they each executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of May, 1998.

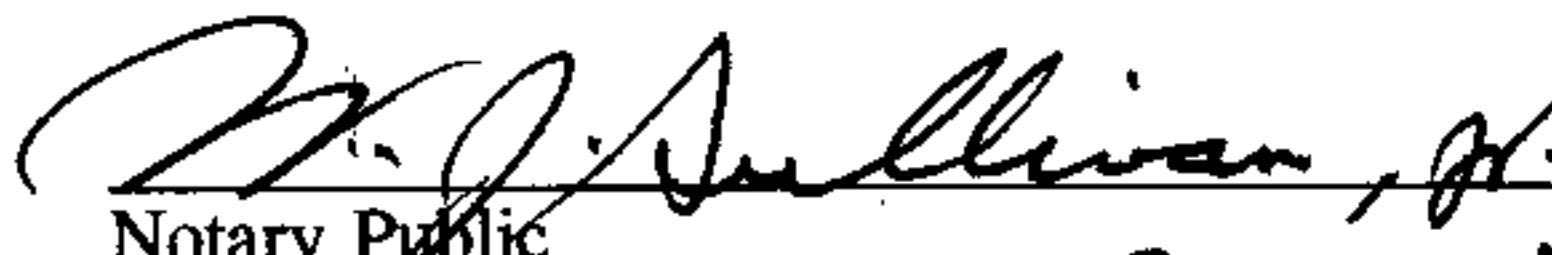

Notary Public
My Commission Expires: 6-1-98
(SEAL)

EXHIBIT A

PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 1 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 1 WEST; THENCE RUN IN A SOUTHERLY DIRECTION ALONG THE EAST LINE OF SAID 1/4- 1/4 SECTION FOR A DISTANCE OF 335.13 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF AN UNNAMED PUBLIC ROAD; THENCE TURN 72 DEGREES 18' 13" TO THE RIGHT AND RUN ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 178.71 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE LEFT, SAID CURVE TO THE LEFT HAVING A RADIUS OF 410.04 FEET AND BEING SUBTENDED BY A CENTRAL ANGLE OF 13 DEGREES 54' 17", THENCE RUN ALONG THE ARC OF SAID CURVE TO THE LEFT FOR A DISTANCE OF 99.51 FEET TO THE END OF SAID CURVE TO THE LEFT; THENCE AT TANGENT TO SAID CURVE TO THE LEFT CONTINUE ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 104.40 FEET; THENCE TURN 121 DEGREES 32' 25" TO THE RIGHT FOR A DISTANCE OF 486.25 FEET TO THE NORTH LINE OF SAID 1/4-1/4 SECTION; THENCE TURN 90 DEGREES 10' 36" TO THE RIGHT AND RUN ALONG SAID 1/4-1/4 LINE A DISTANCE OF 349.94 FEET TO THE POINT OF BEGINNING.

Inst # 1998-18649

05/21/1998-18649
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SHELBY COUNTY JUDGE OF PROBATE
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