

This instrument was prepared by

(Name) Courtney Mason & Assoc. PC
PO BOX 361087
(Address) Birmingham, AL 35236-0187

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA
COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,
Gregory N. Johnson, a married man

hereinafter called "Mortgagors", whether one or more) are justly indebted, to Phillip J. Lusco and
Virginia Lusco

(hereinafter called "Mortgagee", whether one or more), in the sum
of Two Hundred Fifty Thousand and no/100ths----- Dollars
(\$ 250,000.00), evidenced by a note of even date.

Inst # 1998-46213

11/20/1998-46213
09:30 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CM 206.00

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, Gregory N. Johnson

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:

Parcel I:
Lot 20, according to the Survey of Blueberry Estates, as recorded in Map Book 5, Page 72, in the Probate
Office of Shelby County, Alabama.

Parcel II:
A parcel of land located in the Southwest Quarter of Section 24, Township 20 South, Range 3 West,
Shelby County, Alabama; more particularly described as follows:
Commence at the Southwest corner of Section 24, Township 20 South, Range 3 West, Shelby County,
Alabama; thence run Easterly along the Section line a distance of 1336.32 feet; thence left Northwesterly
107 deg. 03 in. 29 sec. a distance of 1133.69 feet to the point of beginning; thence continue Northwesterly
along the same course a distance of 155.07 feet; thence left Westerly 73 deg. 07 min. 22 sec. a distance of
353.39 feet to the Easterly right of way of U. S. Highway No. 31; thence left Southeasterly 104 deg. 56
min. 55 sec. a distance of 152.56 feet along said Easterly right of way; thence left, Easterly 74 deg. 53 min.
45 sec. a distance of 359.05 feet to the point of beginning; being situated in Shelby County, Alabama.

Mortgagors agree to provide Mortgagee with an insurance policy naming Mortgagee as Loss Payee on or
before the 19th day of November of each year. Said insurance policy shall be paid a year in advance.
Failure to comply with either or both of the above, shall constitute a default under the terms of this
mortgage. Mortgagors also agree to provide Mortgagee with a copy of a paid receipt of the property taxes
every year prior to December 15.

This mortgage obligation cannot be assumed without the prior approval by the mortgage holder. Said
approval must be obtained in writing prior to the assumption of this mortgage. If the property which is the
subject of this mortgage and note executed simultaneously herewith is transferred without the mortgage
holder's prior approval as specified above, the mortgagee has the option to declare the entire balance of the
indebtedness due and payable. THE MORTGAGEE MAY CHOOSE NOT TO ALLOW THIS LOAN
TO BE ASSUMED.

The proceeds of this loan have been applied on the purchase of the herein described property.

THIS PROPERTY IS NOT HOMESTEAD PROPERTY OF THE MORTGAGOR AS DEFINED BY
THE CODE OF THE STATE OF ALABAMA.

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 Mortgagee 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

have hereunto set signature and seal, this 19th day of November, 19 98

Gregory N. Johnson (SEAL)
 Gregory N. Johnson (SEAL)
 _____ (SEAL)
 _____ (SEAL)

THE STATE of Alabama }
 Shelby COUNTY }
 I, the undersigned, _____, a Notary Public in and for said County, in said State,
 hereby certify that Gregory N. Johnson, a married man
 whose name 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 the conveyance he executed the same voluntarily on the day the same bears date.
 Given under my hand and official seal this 19th day of November, 19 98
Mark L. Rowe Notary Public.

THE STATE of _____ }
 _____ COUNTY }
 I, _____, a Notary Public in and for said County, in said State,
 hereby certify that
 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

MARK L. ROWE
 MY COMMISSION EXPIRES
 10 / 03 / 2001

Return to:

TO

MORTGAGE DEED

Inst # 1998-4-3
 11/20/1998-46-3
 09:30 AM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 DOE CRN 386.00

LAND TITLE COMPANY OF ALABAMA

317 NORTH 20th STREET
 BIRMINGHAM, ALABAMA 35203