

STATE OF ALABAMA )

SHELBY COUNTY )

**MORTGAGE**

**THIS MORTGAGE** is made and entered into this 15th day of January, 1999, by and between **FRED M. RICHARDS** and **SARAH JO RICHARDS** (collectively referred to as "Mortgagor") and **WILLIAM M. BISHOP D.M.D.** and **KATHERINE S. BISHOP** (collectively referred to as "Mortgagee").

**RECITALS:**

A. Mortgagor is justly indebted to Mortgagee in the principal sum of Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00) as evidenced by that certain Promissory Note (the "Note") of even date herewith payable as provided therein, which was delivered to Mortgagee as partial payment for the purchase of the hereinafter described property;

B. Mortgagor desires to grant to Mortgagee a purchase money mortgage (the "Mortgage") as security for the Note.

**NOW, THEREFORE**, the undersigned Mortgagor, in consideration of the indebtedness above-mentioned, and to secure the prompt payment of same, and any interest thereon, and any extensions or renewals of the same, and further, to secure the performance of the covenants, conditions and agreements hereinafter set forth, Mortgagor does hereby **GRANT, BARGAIN, SELL and CONVEY** unto the Mortgagee, their heirs, personal representatives, successors and assigns, the following land, real estate, buildings, improvements, and fixtures situated in Shelby County, Alabama owned by the Mortgagor (which, together with any additional such property hereafter acquired by the Mortgagor and subject to the lien of this Mortgage, or intended to be so, as the same may be from time to time constituted, is hereinafter referred to as the "Mortgaged Property") as described on the attached **Exhibit A**.

**TO HAVE AND TO HOLD** the Mortgaged Property and all parts thereof unto Mortgagee, their heirs, personal representatives, successors and assigns forever, subject, however, to the terms and conditions herein:

**AND** Mortgagor covenants and agrees with the Mortgagee as follows:

01/20/1999-02728  
01:52 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
012 1995 563.50

Inst # 1999-02728

## ARTICLE 1

### COVENANTS OF MORTGAGOR

**1.01. Warranty of Title:** Mortgagor is lawfully seized of an indefeasible estate in fee simple in the land and real property hereby mortgaged; has good right, full power and lawful authority to sell, convey and mortgage the same in the manner and form aforesaid; and that the same is free and clear of all liens, charges, and encumbrances whatsoever, except as reflected herein.

**1.02. Performance of Note and Mortgage:** Mortgagor will perform, observe and comply with all provisions hereof and of the Note, and will duly and punctually pay to Mortgagee the sum of money expressed in the Note and all other sums required to be paid by Mortgagor pursuant to the provisions of this Mortgage and the Prior Mortgage, all without any deductions or credit for taxes or other similar charges paid by Mortgagor.

**1.03. Covenants to Pay Taxes, Etc.:** Mortgagor, from time to time when the same shall become due, will pay and discharge all taxes of every kind and nature (including real and personal property taxes and income, franchise, withholding, profits and gross receipts taxes), all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, all charges for public utilities, and all other public charges whether of a like or different nature, ordinary or extraordinary, foreseen or unforeseen, imposed upon or assessed against them or the Mortgaged Property or any part thereof or upon the revenues, rents, issues, income and profits of the Mortgaged Property or arising in respect of the occupancy, use or possession thereof being hereinafter sometimes collectively referred to as "taxes and other assessments."

**1.04. Insurance:**

(a) Mortgagor will at all times keep the Mortgaged Property insured, for the mutual benefit of Mortgagee and Mortgagor, as their respective interests may appear, with insurance against loss or damage by fire and other casualty with extended coverage and vandalism, malicious mischief and flood insurance covering the Mortgaged Property and all improvements thereon, together with all replacements, additions and improvements thereof, and all fixtures therein, in an amount sufficient to cover the debt to Lender and in any event not less than the full insurable value thereof.

(b) Such insurance shall be evidenced by a valid and enforceable policy in form and substance, and issued by and distributed among insurers of recognized responsibility, in all respects reasonably satisfactory to Mortgagee. All such policies shall contain a New York standard, non-contributory mortgage endorsement making losses payable to Mortgagee.

(c) If any portion of the Mortgaged Property or any improvements, fixtures or equipment thereof, thereon or therein or appurtenant thereto are damaged or destroyed by fire or other casualty, Mortgagor shall forthwith give notice thereof to Mortgagee, and shall make prompt

proof of loss to the applicable insurance companies. Subject to the rights of the Prior Mortgagee, all insurance proceeds shall be made available to Mortgagor for the purpose of paying for the cost of restoration and repair of the damage. Any excess over the cost of restoration shall be applied to the indebtedness represented by the Note.

**1.05. Condemnation:** In the event the Mortgaged Property or any part thereof is taken under the power of eminent domain or by condemnation, Mortgagee, his heirs, personal representatives, successors and assigns, shall, as a matter of right be entitled to the proceeds of the award to the extent of the indebtedness secured hereby, to be applied (after payment of any expenses incurred in the collection thereof) to such indebtedness.

**1.06. Care of the Property:** Mortgagor will preserve and maintain the Mortgaged Property in good condition and repair; will not commit or suffer any waste and will not do or suffer to be done anything which will increase the risk of fire, or other hazard to the Mortgaged Property or any part thereof; will not permit nor perform any act which would in any way impair the value of the Mortgaged Property; and shall not demolish any building or improvement located on said property without the written consent of Mortgagee. Mortgagor shall allow Mortgagee, from time to time, at Mortgagee's discretion, to enter onto the Mortgaged Property in order to conduct reasonable inspections thereof and to undertake any needed repairs which shall be at Mortgagor's sole cost and expense.

**1.07. Compliance:** Mortgagor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property or any part thereof.

**1.08. Mortgagee's Cure of Mortgagor's Defaults:** If Mortgagor shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Mortgaged Property; in the payment of any utility charge, whether public or private; in the payment of any insurance premium; in the procurement of insurance coverage required hereunder; or in the performance or observance of any other covenant, condition or term of this Mortgage, and the period applicable thereto within which Mortgagor may correct the same has expired (provided that in the event of an emergency or where in Mortgagee's reasonable judgment its rights or security hereunder would be impaired by delay, Mortgagee may act without notice or delay of any kind), then Mortgagee, at its option, may perform or observe the same and all payments made for costs or incurred by Mortgagee and collect the same with interest thereon at the rate of ten percent (10%) per annum, Mortgagee is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereto becoming liable to Mortgagor, or any person in possession holding under Mortgagor.

**1.09. Transfer of Mortgaged Property:** The Mortgagor shall not sell, assign, encumber or otherwise convey the Mortgaged Property or any part thereof, without obtaining the prior written consent of Mortgagee, which may be withheld or denied by Mortgagee in its sole



discretion. Any such sale, transfer, conveyance or encumbrance made without Mortgagee's prior written consent shall be void, or at the Mortgagee's option, all amounts due under the Note or due hereunder shall become immediately due and payable.

**1.10. Liens:** Any lien which may be filed under the provisions of the statutes of Alabama, relating to the liens of mechanics and materialmen, shall be promptly paid and discharged by Mortgagor and shall not be permitted to take priority over the lien of this Mortgage, provided that Mortgagor, upon first furnishing to Mortgagee such security as shall be satisfactory to Mortgagee for the payment of all liability, costs and expenses of the litigation, may in good faith contest, at Mortgagor's expense, the validity of any such lien or liens.

**1.11. Subsequent Legislation:** In the event of the enactment of any law by the State of Alabama, after the date of this Mortgage, deducting from the value of the land for the purpose of taxation any lien thereon, or imposing any liability upon Mortgagee, in respect of the indebtedness secured hereby, or changing in any way the laws now in force for the taxation of mortgages, or debts secured by mortgages, or the manner of collection of any such taxes, so as to affect this Mortgage, Mortgagor shall pay any such obligation imposed on Mortgagee thereby, and in the event Mortgagor fails to pay such obligation or is prohibited by law from making such payment, the whole of the principal sum secured by this Mortgage, together with the interest due thereon shall, at the option of Mortgagee, upon a sixty (60) day advance notice, become immediately due and payable.

## **ARTICLE II**

### **EVENTS OF DEFAULT; REMEDIES OF MORTGAGEE**

**2.01. Event of Default:** The term "Event of Default," wherever used in this Mortgage, shall mean any one or more of the following events:

- (a) failure by Mortgagor to pay when due the principal amount of the indebtedness evidenced by the Note;
- (b) failure by Mortgagor to duly observe any other covenant, condition or agreement contained in this Mortgage, or in the Note;
- (c) the Mortgagor (i) applies for, or consents to, the appointment of a receiver, trustee or liquidator for himself or a substantial part of his assets, (ii) admits in writing his inability to pay his debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated a bankrupt or insolvent or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any insolvency law or an answer admitting the material allegations of a petition filed against him in any bankruptcy, reorganization or insolvency proceeding or takes any action for the purpose of effecting any of the foregoing;

(d) an order, judgment or decree is entered, without the application, approval or consent of the Mortgagor, by any court of competent jurisdiction approving a petition seeking reorganization of the Mortgagor or of all or a substantial part of his assets and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days; and

(e) the occurrence of any act or condition whereby the interest of Mortgagee in the Mortgaged Property becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon.

**2.02. Acceleration of Maturity:** If any Event of Default shall have occurred, then the entire principal amount of the indebtedness under the Note shall, at the option of Mortgagee, become due and payable.

**2.03. Right of Mortgagee to Enter and Take Possession:** (a) If an Event of Default shall have occurred, Mortgagor, upon demand of Mortgagee, shall forthwith surrender to Mortgagee the actual possession of the Mortgaged Property; and if and to the extent permitted by law, Mortgagee may enter and take possession of all the Mortgaged Property, and may exclude Mortgagor and his agents and employees wholly therefrom.

(b) Upon every such entering upon or taking of possession, the Mortgagee may hold, store, use, operate, manage and control the Mortgaged Property, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Mortgaged Property insured; (iii) manage and operate the Mortgaged Property and exercise all the rights and powers of the Mortgagor in his name or otherwise, with respect to the same; (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted the Mortgagee, all as the Mortgagee from time to time may determine to be to its best advantage; and the Mortgagee may collect and receive all the income, revenues, rents, issues and profits of the same including those past due as well as those accruing thereafter, and, after deducting: (1) all expenses of taking, holding, managing, and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (2) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions; (3) the cost of such insurance; (4) such taxes and other assessments and other charges prior to the lien of this Mortgage as the Mortgagee may determine to pay; (5) other proper charges upon the Mortgaged Property or any part thereof; and (6) the reasonable compensation, expenses and disbursements of the attorneys and agent of the Mortgagee; shall apply the remainder of the moneys so received by the Mortgagee, first to the payment of accrued interest; then to the payment of tax deposits; and finally to the payment of overdue installments of principal and interest.

**2.04. Mortgagee's Power of Enforcement:** If an Event of Default shall have occurred, Mortgagee may, either with or without entry or taking possession as hereinabove provided



or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy: (a) to enforce payment of the Note or the performance of any term thereof or any other right thereunder; (b) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property, as provided by law; and (c) to pursue any other remedy available to it, all as Mortgagee shall deem most effectual for such purposes. Mortgagees shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, as Mortgagee may determine.

**2.05. Power of Sale:** If an Event of Default shall have occurred, Mortgagee may sell the Mortgaged Property at public outcry to the highest bidder for cash in front of the courthouse door in the county where the Mortgaged Property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale by publication one a week for three (3) successive weeks prior to said sale in some newspaper published in said county, and, upon payment of the purchase money, Mortgagee or any person conducting the sale for Mortgagee is authorized to execute to the purchaser at said sale a deed to the premises so purchased. Mortgagee may bid at said sale and purchase said premises, or any part thereof, if the highest bidder therefor. At the foreclosure sale the Mortgaged Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner Mortgagee may elect.

**2.06. Application of Foreclosure Proceeds:** The proceeds of any foreclosure sale pursuant to Paragraph 2.05 of Article II shall be applied as follows:

- (a) First, to the reasonable expenses of making the sale including a reasonable attorney's fee for such services as may be necessary in the collection of said indebtedness or the foreclosure of this Mortgage;
- (b) Second, to the repayment of any money, with interest thereon, which Mortgagee may have paid, or become liable to pay, or which it may then be necessary to pay for taxes, insurance, assessments or other charges, liens, or debts as hereinabove provided;
- (c) Third, to the payment and satisfaction of the Note with interest to date of sale;
- (d) Fourth, the balance, if any, shall be paid to the party or parties appearing of record to be the owner of the premises at the time of the sale after deducting any expense ascertaining who is such owner.

**2.07. Mortgagee's Option on Foreclosure:** At the option of the Mortgagee, this Mortgage may be foreclosed as provided by law or in equity, in which event a reasonable attorney's fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. In the event Mortgagee exercises its option to foreclose the Mortgage in equity, Mortgagee may, at its option, foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties defendants to any such

foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be by the Mortgagor, a defense to any proceedings instituted by the Mortgagee to collect the sums secured hereby, or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

**2.08. Waiver of Exemption:** Mortgagor waives all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Mortgage, and Mortgagor waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the premises be set off against any part of the indebtedness secured hereby.

**2.09. Suits to Protect the Mortgaged Property:** The Mortgagee shall have power: (a) to institute and maintain such suits and proceedings as he may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or any violation of the Mortgage; (b) to preserve or protect his interest in the Mortgaged Property and in the income, revenues, rents and profits arising therefrom; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with, such enactment, rule or order would impair the security hereunder.

**2.10. Delay or Omission - No Waiver:** No delay or omission of Mortgagee to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power and remedy given by this Mortgage to Mortgagee and any such right, power or remedy may be exercised from time to time and as often as may be deemed expedient by Mortgagee.

**2.11. Remedies Cumulative:** No right, power, or remedy conferred upon or reserved to Mortgagee by this Mortgage is intended to be exclusive of any right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

**2.12. Divorce or Separation of Mortgagors/Refinance:** In the event that the Mortgagors shall divorce or separate, or in the event either Mortgagor fails to reside in the house that constitutes the Mortgaged Property, Mortgagee may immediately upon the occurrence of any such events, demand payment in full of the amount of indebtedness and shall have all other rights and remedies provided hereinabove.

### **ARTICLE III**

### **MISCELLANEOUS**

**3.01. Condition:** This Mortgage is given upon the condition that if Mortgagor shall pay in full or cause to be paid the principal and interest payable in respect to the Note, at the times



and in the manner stipulated therein and herein, then this Mortgage, and all the properties, interest and rights hereby granted, bargained, and sold shall cease, terminate and be void, and shall have no further force or effect.

**3.02. Successors and Assigns Included in Parties:** Whenever in this Mortgage one of the parties hereto is named or referred to, the heirs, administrators, executors, successors and assigns of such party shall be included, and all covenants and agreements contained in this Mortgage by or on behalf of Mortgagor or by or on behalf of Mortgagee shall bind and inure to the benefit of their respective heirs, administrators, executors, successors and assigns, whether so expressed or not.

**3.03. Captions:** The captions of the articles, section subparagraphs and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof.

**3.04. Invalid Provisions to Affect No Others:** In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage or in the note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note shall be in no way affected, prejudiced or disturbed thereby.

**3.05. Indemnification:** This Mortgage is intended as a security for the liabilities of Mortgagor. Notwithstanding any rights conveyed on Mortgagee herein, Mortgagee shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligations, duty or liability of Mortgagor. Mortgagor shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur by reason of its exercise of rights hereunder and of and from any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of any alleged obligation or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained herein. Mortgagee shall not have any responsibility for the inspection, control, care, management or repair of the Mortgaged Property nor for Mortgagor's operations thereon. Should Mortgagee incur any such liability, loss or damage by reason hereof, Mortgagor agrees to reimburse Mortgagee immediately upon demand for the amount thereof, together with costs, expenses and reasonable attorneys' fees.

**3.06. ENVIRONMENTAL COVENANTS AND INDEMNITY:**

(a) The following definitions shall apply for purposes of this Paragraph 3.06:

(i) "Environmental Law" or "Environmental Laws" shall mean any federal, state or local statute, regulation, rule, guideline or ordinance or any judicial or administrative decree or decision concerning any environmental matters, including, without limitation, drinking water, ground water, landfills, air pollution, open dumps, storage tanks, underground



storage tanks, solid waste, waste water, storm water run-off, waste emissions, or wells or the generation, recycling, use, reuse, sale, storage, handling, transport, treatment and disposal of any Hazardous Materials. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, as amended as of the date hereof, and all regulations promulgated thereunder as of the date hereof: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et. seq.), the Superfund Amendments and Reauthorization Act of 1986, the Clean Water Act of 1977 (33 U.S.C. §1251 et. seq.), the Clean Air Act (42 U.S.C. §7401 et. seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et. seq.), the Safe Drinking Water Act (21 U.S.C. §349; 42 U.S.C. §§201 and 300f through 300j-9), the Hazardous Materials Transportation Act, (49 U.S.C. § 1801 et. seq.), and the Toxic Substances Control Act (15 U.S.C. §2601 et. seq.), the Alabama Environmental Management Act (Ala. Code §22-22A-1 et. seq.), the Alabama Air Pollution Control Act of 1971 (Ala. Code §22-22-1 et. seq.), the Hazardous Wastes Management Act (Ala. Code §§22-30-1 et. seq.), the Alabama Underground Storage Tank and Wellhead Protection Act of 1988 (Ala. Code §§22-36-2 et. seq.), the Alabama Underground and Aboveground Storage Tank Trust Fund Act (Ala. Code §§22-35-2 et. seq.), the Alabama Hazardous Substance Cleanup Fund (Ala. Code §§22-30A-1 et. seq.), the Alabama Solid Waste Disposal Act (Ala. Code §§22-27-1 et. seq.), as any of these statutes may be amended, and any other laws, regulations, or ordinances imposed by any governmental authority having jurisdiction over the land.

(ii) "Release" shall mean any spilling, leaking, pumping, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning, or disposing into the environment by Mortgagor or any person on, under or in any way involving or affecting the Mortgaged Property whether the source of containment is located on or under the Mortgaged Property or elsewhere.

(iii) "Hazardous Materials" shall mean and include petroleum products, flammable explosives, radioactive materials, asbestos or any material containing asbestos, polychlorinated biphenyls, and/or any hazardous, toxic or dangerous waste, substance or material defined as such, and each and every element, compound, chemical mixture, contaminant, pollutant, or other substance defined as a "hazardous substance" or "hazardous waste" or regulated under any Environmental Law.

(b) Mortgagor warrants and represents that Mortgagor:

(i) shall not install, use, generate, manufacture, produce, store, release, discharge or dispose of on, under or about the Mortgaged Property, or transport to or from any portion of the Mortgaged Property, any Hazardous Substance, nor shall Mortgagor allow any other person or entity to do so, except under conditions permitted by applicable Environmental Laws; and

(ii) shall keep and maintain the Mortgaged Property in compliance with, and shall not cause or permit the Mortgaged Property to be in violation of, applicable Environmental Laws.

(c) Mortgagor covenants and agrees, at its sole cost and expense, to indemnify, protect and save Mortgagee, their heirs, personal representatives, successors and assigns harmless against and from any and all liens, damages, losses, liabilities, obligations, penalties, claims, litigations, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys', consultants', engineers' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against Mortgagee or the Mortgaged Property and arising directly or indirectly from or out of: (i) the presence of any Hazardous Materials on, in, under or affecting all or any portion of the Mortgaged Property; (ii) the violation of any Environmental Laws relating to or affecting the Mortgaged Property; (iii) any warranty or representation made by Mortgagor in this Paragraph 3.06 now or hereafter being false or untrue in any material aspect.

**3.07. Costs of Collection:** In the event that Mortgagee retains an attorney in order to enforce, collect or secure the Note secured hereby, to enforce any provisions of this Indenture, to collect any sums due hereunder, or in order to attempt to enforce, collect or secure any items, Mortgagor shall reimburse Mortgagee, including reasonable attorneys' fees, whether suit be brought or not. Reasonable attorneys' fees shall include, but not be limited to, reasonable fees incurred in any and all judicial, bankruptcy and other proceedings, including appellate proceedings, whether such proceedings arise before or after entry of a final judgment.

**3.08. Governing Law:** This Mortgage, and the right of the parties hereunder, shall be interpreted and governed in accordance with the laws of the State of Alabama.

**3.09. Notices:** All notices under this Mortgage shall be in writing, duly signed by the party giving such notice, and shall be deemed to have been given when deposited in the United States Mail, postage prepaid, by registered or certified mail, return receipt requested, to the address as either party may from time to time provide by notice hereunder to the other.

**[SIGNATURES ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this day and year first above written.

**MORTGAGOR:**

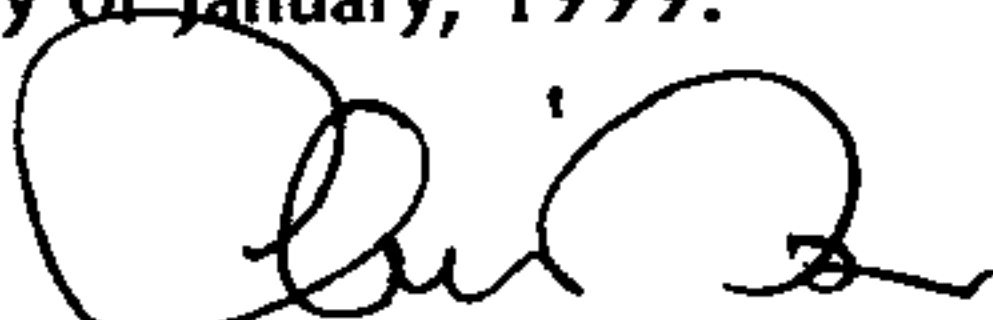
  
FRED M. RICHARDS

  
SARAH JO RICHARDS

STATE OF ALABAMA   )  
JEFFERSON COUNTY   )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Fred M. Richards**, whose name is signed to the foregoing Mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Mortgage, he executed the same voluntarily on the day the same bears date.


Given under my hand this 15th day of January, 1999.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 4-19-2000

STATE OF ALABAMA   )  
JEFFERSON COUNTY   )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Sarah Jo Richards**, whose name is signed to the foregoing Mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Mortgage, she executed the same voluntarily on the day the same bears date.

Given under my hand this 15th day of January, 1999.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 4-19-2000

**MORTGAGEE:**

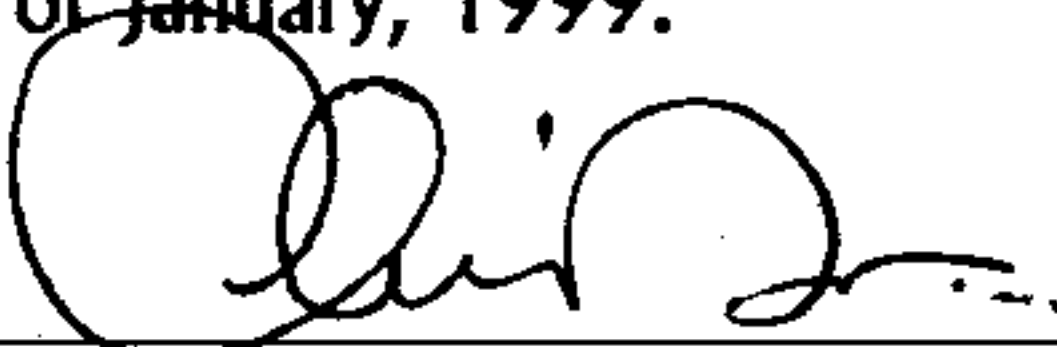
  
**WILLIAM M. BISHOP, D.M.D.**

  
**KATHERINE S. BISHOP**

**STATE OF ALABAMA    )**  
**JEFFERSON COUNTY    )**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **William M. Bishop D.M.D.**, whose name is signed to the foregoing Mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Mortgage, he executed the same voluntarily on the day the same bears date.

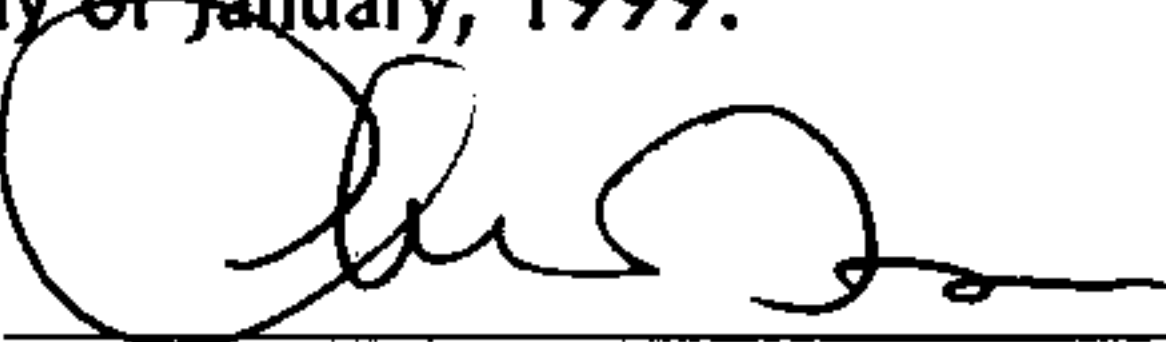
Given under my hand this 15th day of January, 1999.

  
Notary Public  
My Commission Expires: 4-19-2000

**STATE OF ALABAMA    )**  
**JEFFERSON COUNTY    )**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Katherine S. Bishop**, whose name is signed to the foregoing Mortgage, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Mortgage, she executed the same voluntarily on the day the same bears date.

Given under my hand this 15th day of January, 1999.

  
Notary Public  
My Commission Expires: 4-19-2000