

Mortgage

This Mortgage ("Mortgage") is given on MARCH 12, 1999, by RAY, MICHAEL E. - Married and RAY, DANNISE B. - Married
a/k/a Mike Ray and wife, Dannise Ray, of 3923 HWY 61, COLUMBIANA, AL, 35051 (hereinafter the "Mortgagor"), and is given to FIRSTMERIT BANK, N.A., of 111 GLAMORGAN ST., ALLIANCE, OH, 446010060 (hereinafter the "Mortgagee"), with reference to the following facts:

RECITALS

Whereas, Mortgagor has executed and delivered to Mortgagee that certain promissory note dated MARCH 12, 1999 and has become justly indebted to Mortgagee in the principal sum of one hundred fifty-one thousand six hundred and eighty-seven and 00/100 Dollars (\$ 151687.00) as evidenced by said promissory note, said promissory note if not sooner paid being due and payable on SEPTEMBER 12, 2029 (hereinafter the "Note"); and,

Whereas, if so indicated in paragraph 28 hereof, the Note is also secured by the Security Agreement (as defined in paragraph 28 hereof); and,

Whereas, if so indicated in paragraph 27 hereof, the Note, this Mortgage, and the Security Agreement are delivered to Mortgagee pursuant to the terms of the Agreement (as defined in paragraph 27 hereof); and,

Whereas, Mortgagor is obligated pursuant to the terms of the Note and the Agreement to secure to Mortgagee the full performance by Mortgagor of the terms and conditions imposed upon Mortgagor pursuant to the Note and the Agreement.

Therefore This Mortgage Secures To Mortgagee
03/25/1999-12517
10:55 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

- (a) Mortgagor's repayment to Mortgagee of the total principal sum of one hundred fifty-one thousand six hundred and eighty-seven and 00/100 Dollars (\$ 151687.00) as evidenced by the Note with all interest and late charges accrued thereon, and any renewals, extensions, amendments or modifications thereof;
- (b) All future and additional advances from Mortgagee to Mortgagor pursuant to the Note and the Agreement;
- (c) All interest and late charges due Mortgagee from Mortgagor pursuant to the Note and the Agreement;
- (d) Mortgagor's payment to Mortgagee of all sums with interest accrued thereon, incurred by Mortgagee in the protection, sale, or maintenance of the Property (as hereinafter defined) or advanced by Mortgagee pursuant to the terms of the Security Agreement;
- (e) Performance by Mortgagor of the covenants and agreements of Mortgagor under the Security Agreement, the Note, this Mortgage, and the Agreement and any and all renewals, extensions, amendments, or modifications of any of the foregoing; and,
- (f) Any expense incurred in the enforcement of the Security Agreement, the Note, this Mortgage or the Agreement, including the payment of attorney fees, to the extent permitted by applicable law.

The above items (a) through (f) sometimes collectively referred to herein as "Obligations" or the "Obligations".

Now Therefore, in consideration of Mortgagee's extension of a loan in the total principal sum of _____
one hundred fifty-one thousand six hundred and eighty-seven and 00/100
Dollars (\$ 151687.00) to Mortgagor and to secure Mortgagor's repayment of said sum and performance of
the Obligations as evidenced by this Mortgage, the Note and the Agreement, Mortgagor has bargained and sold, and does
hereby grant, bargain, sell and convey unto Mortgagee and Mortgagee's successors and assigns, the real property situated
in the City of COLUMBIANA, County of SHELBY
State of Alabama, and more fully described in Exhibit A attached hereto and incorporated herein by reference (hereinafter
the "Real Property").

Together With any and all rights, title and interest now or hereafter owned by Mortgagor in and to all the buildings
and improvements, storm and screen windows and doors, gas, steam, electric, and other heating, lighting, ventilating, air
conditioning, plumbing, and other equipment and fixtures attached or appertaining to the Real Property.

Together With any and all fixtures, and all machinery, equipment, and other articles of property, whether real
estate or not, now or at any time hereafter attached to or situated in or upon, and used or useful in the operation of, the Real
Property or the buildings and improvements erected or hereafter erected thereupon, specifically including the manufactured,
mobile or modular home more fully described in Exhibit B attached hereto which is or will be affixed to the Real Property.
The Mortgagor and Mortgagee intend this Mortgage to be effective as a financing statement filed as a fixture filing as
permitted by Section 7-9-402(6) of the Alabama Uniform Commercial Code.

Together With all building material, fixtures, machinery, and equipment delivered on site to the Real Property
during the course of construction of any buildings or improvements or thereafter, if intended for addition thereto, or
incorporation therein or thereon, or if suitable for any such use.

Together With all and singular the tenements, hereditaments, and appurtenances belonging to the Real Property
or any part thereof, hereby conveyed or intended so to be, or in anyway appertaining thereto (including but not limited to
all income, rents, and profits arising therefrom) all streets, alleys, passages, ways, rights of way, easements, watercourses,
building and joining permits, all other rights, liberties, and privileges of whatsoever kind or character, the reversions and
remainders, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well at law as
in equity, of Mortgagor in and to all of the foregoing or any or every part thereof, including any of the foregoing which may
be hereafter acquired.

Said Real Property, buildings, improvements, fixtures, manufactured, mobile or modular home, machinery,
equipment, tenements, and other property interests being hereinafter collectively called the "Property" and all of which shall
be deemed realty and conveyed by this Mortgage.

TO HAVE AND TO HOLD the Property unto Mortgagee and Mortgagee's successors and assigns, forever.

Mortgagor hereby further covenants with Mortgagee as follows:

1. Title Covenants: The Mortgagor covenants with the Mortgagee and its, successors and assigns, that
Mortgagor is lawfully seized in fee simple and possessed of the Property; that the Property is free from all encumbrances,
including, but not limited to, rights of persons to file mechanic's liens which liens do not appear of record, except: (i) zoning
and building ordinances and regulations which do not prohibit or restrict the construction of the Improvements or the placing
of the Home on the Real Property; (ii) real estate taxes and assessments, both general and special, which are a lien but not
yet due and payable; and, (iii) easements, covenants, conditions and restrictions of record which do not interfere with
construction of the Improvements or with Mortgagor's intended use of the Property; that the Mortgagor has good right to
grant and convey the same as aforesaid; and that Mortgagor will warrant and forever defend the title to the Property to the
Mortgagee and its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

2. Use of Property: The Property is to be used for residential purposes.

3. Insurance Obligation: Mortgagor will procure, deliver to, and maintain for the benefit of Mortgagee during the continuance of this Mortgage and until the same is fully satisfied and released, a policy or policies of insurance insuring the buildings and improvements now existing or hereinafter erected on the Property against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, vehicles, smoke, and such other hazards, casualties, and contingencies as Mortgagee may designate. All policies of insurance required hereunder shall be in such form and with such companies, as Mortgagee may accept in an amount equal to the lesser of the actual cash value of the Property or the total amount secured by this Mortgage or such lesser amount accepted by Mortgagee and shall contain standard loss payable clauses acceptable to Mortgagee, with loss payable to Mortgagor and Mortgagee as their interests may appear. Mortgagor will promptly pay when due any premiums on any policy or policies of insurance required hereunder, and will deliver to Mortgagee renewals of such policy or policies at least ten (10) days prior to the expiration date(s) thereof; the said policies and renewals to be marked "paid" by the issuing company or agent. Upon Mortgagor's failure to comply with the requirements of this Section, Mortgagee may, in its discretion, effect any insurance required hereunder and pay the premiums due therefor, and any amounts so paid by Mortgagee shall be secured hereby and shall become immediately due and payable by Mortgagor with interest at the rate then in effect under the Note.

In the event of any loss or damage, Mortgagor will give prompt notice thereof to Mortgagee. All proceeds of insurance in the event of such loss or damage shall be payable jointly to the Mortgagor, or Mortgagor's heirs, successors and assigns, and the Mortgagee its successor and assigns. All funds will be utilized by Mortgagor to the extent necessary to restore the Property to substantially the same condition as the Property existed prior to the loss or damage, unless the Mortgagor shall elect not to do so. In the latter event, Mortgagee shall then apply the proceeds to the Obligations and the balance shall be paid to Mortgagor. If after notice by Mortgagee to Mortgagor that the insurer offers to settle a claim for damages, Mortgagor fails to respond to Mortgagee within thirty (30) days after the date such notice is mailed, Mortgagee is hereby granted full power to settle and compromise the claim for damages and to demand, receive, and receipt for all such sums and to apply the same as herein provided.

4. Payment of Taxes and Other Charges: Mortgagor shall pay all real estate taxes, water and sewer rents, other similar claims and liens assessed or which may be assessed against the Property or any part thereof, without any deduction, defalcation, or abatement, not later than ten (10) days before the date on which such taxes, water and sewer rents, claims and liens commence to bear interest or penalties, and not later than such dates, shall produce to Mortgagee receipts for the payment thereof in full and shall pay every other tax, assessment, claim, lien or other encumbrances which may at any time be or become a lien upon the Property prior to the lien of this Mortgage; provided, however, that if Mortgagor shall in good faith, and by proper legal action, contest any such taxes, claims, liens, encumbrances, or other charges, or the validity thereof, and shall have established by deposit of cash with Mortgagee, a reserve for the payment thereof in such amount as Mortgagee may require, the Mortgagor shall not be required to pay the same, or to produce such receipts, during the maintenance of said reserve and so long as such contest operates to prevent collection, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor.

Upon Mortgagor's failure to comply with the requirements of this Section, Mortgagee may, in its discretion, pay such taxes and other charges, and any amounts so paid by Mortgagee shall be secured hereby and shall become immediately due and payable by Mortgagor, with interest at the rate then in effect under the Note.

5. Advances to Pay Taxes, Assessments, Insurance Premiums, and to Protect the Property: Any amounts disbursed by Mortgagee for insurance or the payment of taxes, assessments or any other prior lien shall become additional Obligations of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the rate then in effect under the Note and shall be payable, with interest, upon notice from Mortgagee to Mortgagor requesting payment.

6. Condemnation: The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee.

In the event of a total taking of the Property, the proceeds shall be applied to the Obligations, with the excess, if any, paid to Mortgagor.

In the event of a partial taking of the Property, unless Mortgagor and Mortgagee otherwise agree in writing, there shall be applied to the Obligations such proportion of the proceeds as is equal to that proportion which the amount of the Obligations immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Mortgagor.

If the Property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within thirty (30) days after the date such notice is mailed, Mortgagee is hereby granted full power to settle and compromise the claim and to demand, receive, and receipt for all such awards and to apply the proceeds, at Mortgagee's option, either to restoration or repair of the Property or to the Obligations.

Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds shall not extend or postpone the due date of the Obligations or change the amount due thereon.

7. Compliance with Ordinances: Mortgagor shall comply with any municipal ordinance or regulation affecting the Property within thirty (30) days after notice thereof; provided, however, that if Mortgagor shall in good faith, and by proper legal action, contest any such ordinance or regulation, or the validity thereof, then Mortgagor shall not be required to comply therewith so long as such contest operates to prevent enforcement, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor.

8. Power and Authority: Mortgagor covenants that Mortgagor has full power and authority to enter into this Mortgage and to incur the obligations provided for herein. No consent or approval of any governmental or administrative authority, instrumentality, or agency is required as a condition to the validity of this Mortgage.

9. Transfer of Title by Mortgagor: If all or any portion of the Property or any interest in it is sold or transferred whether voluntarily, involuntarily or by operation of law (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagor shall be in Default hereunder, and the Mortgagee may, at its option, require immediate payment in full of the Obligations, and upon failure to make such payment, Mortgagee shall have the right to exercise all remedies provided in this Mortgage, the Note, the Security Agreement and the Agreement or otherwise at law or in equity. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Mortgage.

If Mortgagee exercises this option, Mortgagee shall give notice of acceleration. This notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay the Obligations in full prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage, the Note, the Security Agreement, and the Agreement without further notice or demand on Mortgagor.

10. Default: The following shall constitute Default hereunder:

- (a) The failure to pay any amount due under the Note when the same is payable.
- (b) The failure to pay any other sums required to be paid in the Note, the Agreement, the Security Agreement or in this Mortgage when the same is payable.
- (c) The failure to perform any covenant or agreement contained in the Note, the Agreement, the Security Agreement or this Mortgage.

(d) The occurrence of any Default as defined in the Note, the Agreement, or the Security Agreement.

(e) Transfer of any part of the Property as prohibited by Section 9 hereof.

11. **Acceleration Remedies:** Mortgagee shall give notice to Mortgagor prior to acceleration following any Default hereunder (but not prior to acceleration under Section 9 unless applicable law provides otherwise). The notice shall specify: (1) the Default; (2) the action required to cure the Default; (3) a date, not less than thirty (30) days from the date the notice is given to Mortgagor, by which the Default must be cured; and (4) that failure to cure the Default on or before the date specified in the notice may result in acceleration of the Obligations and sale of the Property. If the Mortgagor cures the Default by the time specified in such notice and subsequently Defaults a second time, the Mortgagee shall again give notice as provided herein. The Mortgagor shall not be entitled to notice of Default more than twice in any one (1) year period. If the Default is not cured on or before the date specified in the notice, Mortgagee, at its option, may require immediate payment in full of the Obligations without further demand and may invoke all remedies provided under this Mortgage, the Note, the Security Agreement, the Agreement or applicable law and this Mortgage shall be subject to foreclosure at the option of Mortgagee, any further 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 the county wherein the Property is located, and, if the Property is situated in two or more counties, in any such county, 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 this Mortgage, or auctioneer, shall execute to the purchaser for and in the name of the Mortgagor a good and sufficient deed to the Property sold; the Mortgagee shall apply the proceeds of said sale: First, to the expenses 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 Obligations, with 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 Mortgagor or to whomever then appears of record to be the owner of the Property. The Mortgagee may bid and become the purchaser of the Property at any foreclosure sale hereunder.

12. **Notice:** Except as otherwise required by applicable law, a notice which is mailed by certified mail to Mortgagor or to the person or persons who are then the owner or owners of the Property at the address listed herein, or at such other address as Mortgagor shall designate to Mortgagee in writing, shall be sufficient notice when notice is required under this Mortgage.

13. **Cumulative Rights and Remedies:** The rights and remedies of Mortgagee as provided herein, or in the Note, the Agreement or the Security Agreement, and the warrants therein contained, shall be cumulative and concurrent, and may be pursued singly, successively, or together at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

14. **Alabama Law to Apply:** This Mortgage shall be construed under and in accordance with the laws of the State of Alabama.

15. **Parties Bound:** This Mortgage shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, administrators, legal representatives, successors, and assigns where permitted by this Mortgage.

16. **Severability:** In case any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Mortgage shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

17. Time of Essence: Time is of the essence of this Mortgage.

18. Construction: The words "Mortgagor", "Mortgagee", and "Trustee" include singular or plural, individual or corporation, and the respective heirs, personal representatives, executors, administrators, successors, and assigns thereof. The use of any gender applies to all genders. If more than one party is named as Mortgagor, the obligation hereunder of each such party is joint and several.

19. Captions: The captions herein are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Mortgage or any particular paragraph or section hereof, nor the proper construction hereof.

20. Fair Interpretation: Every covenant, term, and provision of this Mortgage shall be construed simply according to its fair meaning and not strictly for or against either party.

21. Borrower's Copy: Borrower shall be given a conformed copy of the Note, Security Agreement, the Agreement and this Mortgage.

22. Release: Upon payment of the Obligations secured by this Mortgage, including amounts Mortgagee may have expended for taxes, assessments and insurance, and interest thereon, Mortgagee shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay any recordation costs to file the release of this Mortgage of record.

23. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Mortgage, the Security Agreement, and the Agreement) may be sold one or more times without prior notice to Mortgagor. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note, the Security Agreement, the Agreement and this Mortgage. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Mortgagor will be given written notice of the change in accordance with Section 12 above and applicable law. The notice will also contain any other information required by applicable law.

24. Waiver of Homestead: Each Mortgagor waives all right of homestead exemption in the Property.

The following additional provisions are a part of this Mortgage if a mark appears in the box in the left hand margin immediately opposite such additional provisions.

☐ 25. Funds for Taxes and Insurance. Subject to applicable law, Mortgagor shall pay to Mortgagee on the day monthly payments are due under the Note, until the Note is paid in full, an amount equal to one-twelfth of the sum of the following items ("Funds"): (a) yearly taxes and assessments which may attain priority over this Mortgage as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; and, (d) yearly flood insurance premiums, if any. These items are called "Escrow Items." Mortgagee may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Mortgagee for a federally related mortgage loan may require for Mortgagor's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Mortgagee may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Mortgagee may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Mortgagee, if Mortgagee is such an institution) or in any Federal Home Loan Bank. Mortgagee shall apply the Funds to pay the Escrow Items. Mortgagee may not charge Mortgagor for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Mortgagee pays Mortgagor interest on the Funds and applicable law permits Mortgagee to make such a charge.

However, Mortgagee may require Mortgagor to pay a one-time charge for an independent real estate tax reporting service used by Mortgagee in connection with the loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Mortgagee shall not be required to pay Mortgagor any interest or earnings on the Funds. Mortgagor and Mortgagee may agree in writing, however, that interest shall be paid on the Funds. Mortgagee shall give to Mortgagor, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose of which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Mortgage.

If the Funds held by Mortgagee exceed the amount permitted to be held by applicable law, Mortgagee shall account to Mortgagor for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Mortgagee at any time is not sufficient to pay the Escrow Items when due, Mortgagee may so notify Mortgagor in writing, and, in such case Mortgagor shall pay to Mortgagee the amount necessary to make up the deficiency. Mortgagor shall make up the deficiency in no more than twelve monthly payments, at Mortgagee's sole discretion.

Upon payment in full of all sums secured by this Mortgage, Mortgagee shall promptly refund to Mortgagor any Funds held by Mortgagee. If, under Section 11, Mortgagee shall acquire or sell the Property, Mortgagee, prior to the acquisition or sale of the Property, shall apply any Funds held by Mortgagee at the time of acquisition or sale as a credit against the sums secured by this Mortgage.

☒ 26. Construction Provisions: This Mortgage secures an obligation incurred, in part, for the purpose of financing Mortgagor's construction of improvements to the Property, and may include the cost of acquiring the Property, paying off prior encumbrances thereon and is a construction mortgage pursuant to the Uniform Commercial Code.

Mortgagor in order to protect the Mortgagee's interest, hereby assigns to Mortgagee any and all of Mortgagor's rights or claims which relate to the construction of the improvements on the Property and which Mortgagor may have against any party supplying or who has supplied labor, materials or any other work or product in connection with the construction of improvements on the Property.

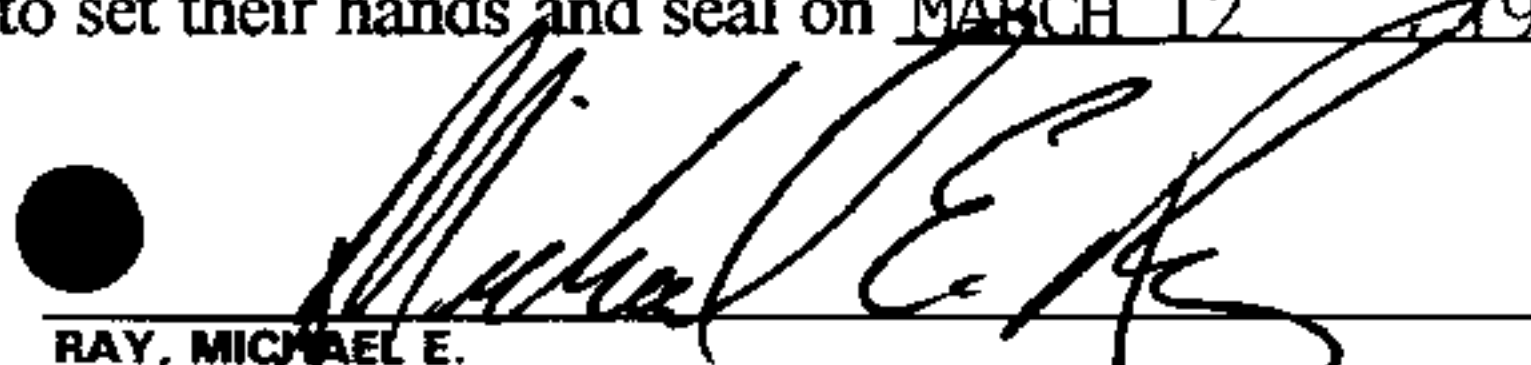
Mortgagee does not, in any way, act as agent or trustee of Mortgagor, nor does it intend, in any way, to act for or on behalf of Mortgagor with respect to the disbursement of the proceeds of the Note. Supervision of the disbursements of the proceeds of the Note by Mortgagee is intended solely to protect the interest of Mortgagee in the Property. Mortgagee assumes no responsibility for the completion of any improvements on the Property or the payment or other details in connection with the Property and the improvements, any plans and specifications in connection with the same, or Mortgagor's relations with any contractors, laborers, or materialmen. Mortgagee has no duty to the Mortgagor or to any other person or party to see to the application of the loan proceeds under this Section 26. Without limiting the foregoing, Mortgagee shall have no obligation or responsibility to assure that all or any portion of the proceeds of the loan secured by this Mortgage are used to construct improvements in or about the Property.

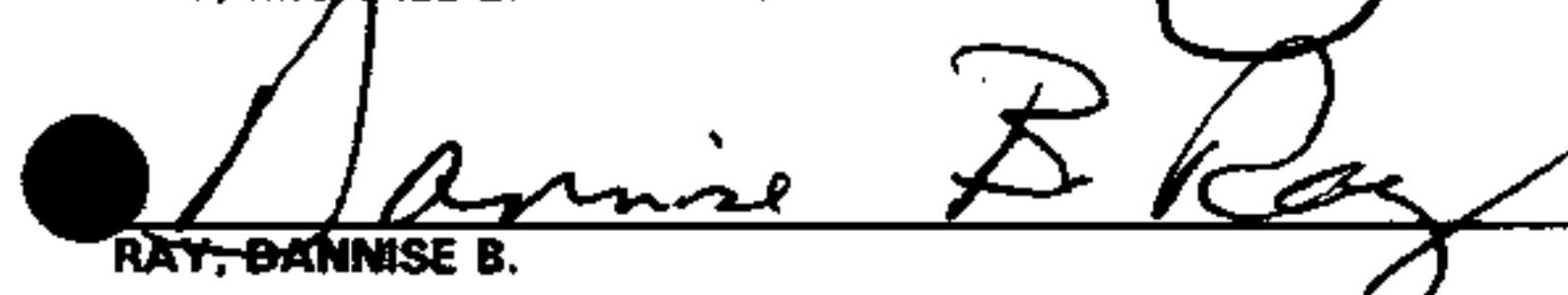
This Mortgage is not to be construed by Mortgagor, or any other party who furnishes labor, materials, or any other work or product for the improving of the Property, as an agreement on the part of the Mortgagee to assure that any party will be paid for furnishing labor, materials, or any other work or product. Any such party must look entirely to the Mortgagor for payment. Mortgagee assumes no responsibility for the architectural or structural soundness of any improvement on the Property or for the approval of any plans and specifications (any review thereof being solely for Mortgagee's purposes) or for any improvements as finally completed.

☒ 27. Incorporation of Term of Agreement. This Mortgage is delivered to Mortgagee pursuant to the terms of that certain Land, Home, and Construction Loan Agreement dated the same date as this Mortgage (the "Agreement"). The terms, definitions, provisions, representations, warranties and covenants contained therein are hereby incorporated by reference as though fully set forth herein. Capitalized terms not defined herein shall have the meaning assigned to such terms in the Agreement. If this provision is not made a part of this Mortgage, all references to the Agreement contained herein shall be disregarded.

☒ 28. Security Agreement. The Note is also secured by a Security Agreement from Mortgagor to Mortgagee dated the same date as this Mortgage pledging as collateral a manufactured home which is or will be affixed to the real property described in Exhibit A attached hereto (the Security Agreement). If this provision is not made a part of this Mortgage, all references to the Security Agreement contained herein shall be disregarded.

IN WITNESS WHEREOF, Mortgagor have hereunto set their hands and seal on MARCH 12 1999.

 (L.S.)
RAY, MICHAEL E.

 (L.S.)
RAY, DANNISE B.

____ (L.S.)

____ (L.S.)

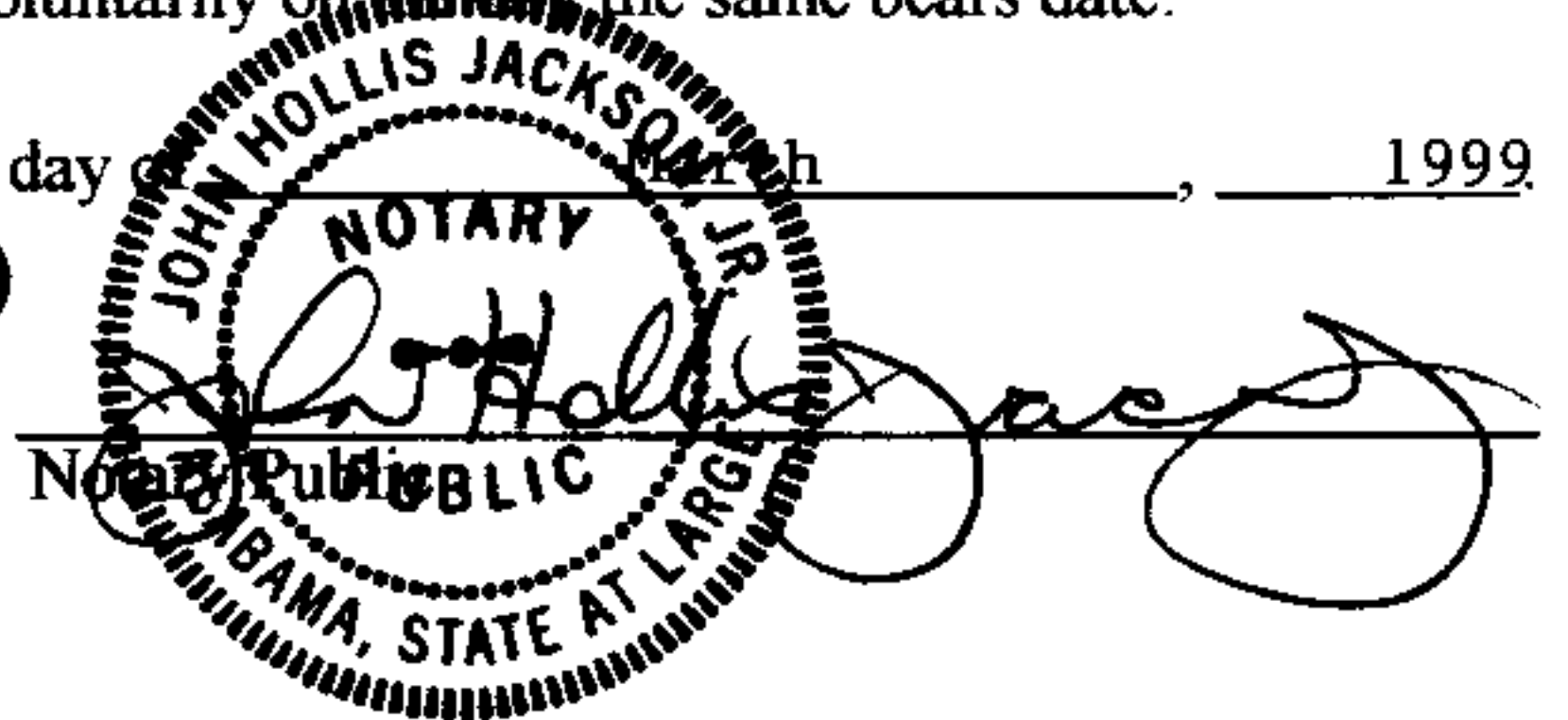
____ (L.S.)

ACKNOWLEDGMENT

STATE OF ALABAMA)
)
CHILTON COUNTY)

I, the undersigned authority, in and for said County, in said State, do certify that _____
RAY, MICHAEL E. - Married and RAY, DANNISE B. - Married
_____, whose name is signed to the
foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents
of this instrument, _____ they (he or she) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 12th day of _____, 1999



ACKNOWLEDGMENT

STATE OF ALABAMA)
)
_____ COUNTY)

I, the undersigned authority, in and for said County, in said State, do certify that _____
RAY, MICHAEL E. - Married and RAY, DANNISE B. - Married
_____, whose name is signed to the
foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents
of this instrument, _____ (he or she) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, _____

Notary Public

This Instrument Prepared By:

FIRSTMERIT BANK, N.A.
111 GLAMORGAN ST.
ALLIANCE, OH 446010060

Exhibit "A"
Description of Mortgaged Property

A parcel of land in the NW¼ of the SW¼ of Section 28, Township 21 South, Range 1 East, Shelby County, Alabama, described as follows: Commence at the SW corner of the NW¼ of the SW¼ of Section 28, Township 21 South, Range 1 East, Shelby County, Alabama; thence Northerly along the West line of said ¼-¼ 330.0 feet to the point of beginning of the property being described; thence continue along last described course 1,000.34 feet to a point; thence 90 degrees 00 minutes right and Easterly 1,029.29 feet to a point; thence 107 degrees 25 minutes right and Southwesterly 611.06 feet to a point; thence 107 degrees 44 minutes left and Easterly 421.99 feet to a point on the West right of way line of Shelby County Highway No. 61; thence 110 degrees 01 minutes right and Southwesterly along said right of way line 454.50 feet to a point; thence 70 degrees 43 minutes 30 seconds right and Westerly parallel with the South line of said NW¼ of SW¼ of Section 28, 1,115.20 feet to the point of beginning; being situated in Shelby County, Alabama.

Exhibit "B"
Description of Manufactured or Modular Home

Year: 99

Make: GATEWAY

Model: _____

Description: 42X72

Description of Accessories: _____

Central Air Conditioning

Skirting

Inst # 1999-12517

03/25/1999-12517
10:55 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
011 SNA 263.05