

MORTGAGE

Know All Men by These Presents: That Whereas Warren A. Henson and Katharine M. Henson (hereinafter called "Mortgagors," whether one or more), in the sum of two hundred seventy-five thousand dollars (\$275,000.00), evidenced by a promissory note of even date herewith payable in 60 monthly installments of two thousand six hundred twenty-eight dollars and four cents (2,628.04) each, and a final payment (balloon) of two hundred sixteen thousand six hundred seven and forty-three cents (\$216,607.43), commencing with the first payment April 1, 1999.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof. Mortgagee is David Chen.

Now therefore, in consideration of the premises, said Mortgagors, Warren A. Henson and wife, Katharine M. Henson, 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 Exhibit A attached hereto. Said property is warranted free from all encumbrances 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 Mortgagors pay said indebtedness, and the interest thereon 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 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 encumbrances, 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 undersigned further agree that said Mortgagees, their 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 Warren A. Henson and Katharine M. Henson have hereunto set our signatures and seal, this 30th day of March, 1999.

Witness:

Warren A. Henson (Seal)
Warren A. Henson
Katharine M. Henson (Seal)
Katharine M. Henson

I, JAMES E. ROBERTS, a Notary Public in and for said County, in said State, hereby certify that Warren A. Henson and Katharine M. Henson, 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 30th day of March, 1999.

James E. Roberts
Notary Public

My Commission Expires April 7, 2001

Seal
04/26/1999-17431
10:55 AM CERTIFIED
SHELBY COUNTY JUNE 15 FIDELITY
ONE DAY 423.50

THIS INSTRUMENT WAS PREPARED BY
James E. Roberts
Post Office Box 370004
Birmingham, Alabama 35237

Exhibit A

Part of Block 1 of Cahaba Valley Park North as recorded in Map Book 13, Page 140, in the Office of the Judge of Probate of Shelby County, Alabama, situated in Section 31, Township 19 South, Range 2 West, and being more particularly described as follows: Commence at the centerline point of curve station 28 + 99.46 of Cahaba Valley Parkway; thence turn an angle to the left of 90 degrees 00 minutes 00 seconds and run Southerly for 30.00 feet to the South right of way line of said Cahaba Valley Parkway; thence 90 degrees 00 minutes 00 seconds to become tangent to a curve to the right, said curve having a radius of 189.32 feet and subtending a central angle of 26 degrees 42 minutes 29 seconds; thence run Northwesterly along the arc of said curve and along said right of way line for 88.25 feet to the end of said curve and to the point of beginning of the property herein described, said point also being the Northwest corner of the D. L. Acton site; thence from the tangent of said curve turn 116 degrees 42 minutes 29 seconds left and run South along the West property line of said D. L. Acton site for 245.23 feet to the Southwest corner of said D. L. Acton site; thence 90 degrees 00 minutes 00 seconds right and run West along the South lien of said Block 1 for 300.00 feet; thence 132 degrees 54 minutes 12 seconds right and run Northeasterly for 376.35 feet to a point on the Southerly right of way line of said Cahaba Valley Parkway; thence 90 degrees 00 minutes 00 seconds right to become tangent to a curve to the left, said curve having a radius of 189.32 feet and subtending along the arc of said curve and along said right of way line for 53.51 feet to the point of beginning; being situated in Shelby County, Alabama.

Subject to:

Easement(s); building line; and, restrictions as shown on recorded map.

Restrictions and covenants appearing of record in Real 268, Page 140; Real 325, Page 929; Real 326, Page 929; Inst. #1992-15856 and Inst. #1993-25691.

Right-of-way granted to Alabama Power Company recorded in Real Volume 292, Page 618; Volume 101, Page 520 and Volume 145, Page 378.

Any mineral and mining rights not owned by Grantor.

Inst # 1999-17431

04/26/1999-17431
10:59 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CRH 423.50