

This Instrument Prepared By:
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Attorney at Law
230 Bearden Road
Pelham, AL 35124

MORTGAGE

STATE OF ALABAMA)
)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS:

That, Whereas,

JAMES RICHARDS, JR. and wife, GLENDA DENISE RICHARDS

(hereinafter called "Mortgagors" whether one or more), are justly indebted to

STEVEN W. LINT

(hereinafter called "Mortgagee", whether one or more), in the sum of ONE HUNDRED THOUSAND AND NO/100TH DOLLARS (\$100,000.00), evidenced by Promissory Note of even date herewith.

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, 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:

Commence at the Northwest corner of the Northwest quarter of the Southwest quarter of Section 33, Township 20 South, Range 3 West, Shelby County, Alabama, thence run Southerly along the West line of said quarter-quarter 346.66' to a point in the centerline of a public road, thence turn an angle of 100 degrees 0 minutes left and run East-Northeasterly along centerline of said road a distance of 211.93' to the point of beginning of the property being described; thence turn an angle of 9 degrees 27 minutes 13 seconds to the Right and continue along centerline of said road 152.71' to a point, thence turn an angle of 38 degrees 18 minutes 12 seconds Right and continue along centerline of said road 116.14' to a point, thence turn an angle of 26 degrees 25 minutes 03 seconds right and continue along centerline of said road 165.80' to a point, thence turn an angle of 34 degrees 49 minutes 18 seconds left and continue along centerline of said road 115.96' to a point, thence turn an angle of 150 degrees 38 minutes 50 seconds right run Westerly a distance of 417.83' to a point, thence turn an angle of 90 degrees 0 minutes right and run Northerly a distance of 275.74' to the point of beginning, containing

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1.76 acres. This is subject to any and all easements, agreements, restrictions and limitations of record.

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 promises, 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 of said Mortgagee or assigns, additional to the debt hereby specifically 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 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 therein, 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 assign deem best, in front of the Courthouse door of said County, (or the division thereof) where

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said property is located, as 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 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 assigned, for the foreclosure of this Mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt thereby secured.

IN WITNESS WHEREOF the undersigned have hereunto set their signatures and seals, this 1 day of SEPT, 1999.

James Richards Jr.
JAMES RICHARDS, JR. (Seal)

Glenda Denise Richards
GLENDA DENISE RICHARDS (Seal)

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in said County, in said State, hereby certify that James Richards, Jr. and wife, Glenda Denise Richards 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 1st day of September, 1999.

Brenda M. Cooke
Notary Public

My Commission Expires 5-18-01

09/07/1999-37457
12:50 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

163.50

Inst # 1999-37457