

This instrument was prepared by:

(Name) Frances J. Walker  
(Address) 2172 Hwy 31 South  
Palham, Al 35124

**MORTGAGE**

**STATE OF ALABAMA**

**SHELBY** COUNTY } **KNOW ALL MEN BY THESE PRESENTS:** That Whereas,

Royal Manors & Assoc. LLC  
(hereinafter called "Mortgagors", whether one or more) are justly indebted to  
Stoney Ridge Development Corporation

(hereinafter called "Mortgagee", whether one or more), in the sum  
of Five Hundred Nineteen Thousand & No/100-----Dollars  
(\$ 519,000.00), evidenced by

REAL ESTATE MORTGAGE NOTE Dated October 20, 1999.

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,

Royal Manors & Assoc. LLC  
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

EXIBIT A (attached)

This Mortgage cannot be sold or a second mortgage attached to said property.

Inst # 1999-44359

10/28/1999-44359  
08:42 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CJ: 792.00

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 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 sums 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 the 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 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      Fran W. Anderson      Royal Manors and Associates, LLC

have hereunto set her      signature      and seal, this      20      day of      October      19 99.

Fran W. Anderson  
Fran W. Anderson, President

(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

THE STATE of

COUNTY }

I,      a Notary Public in and for said County, in said state, hereby certify that

whose name      signed to the foregoing conveyance, and who      known to me acknowledged before me on this day, that being informed of the contents of the conveyance      executed the same voluntarily on the day the same bears date      19      day of      Given under my hand and official seal this      Notary Public

THE STATE of ALABAMA

SHELBY

COUNTY }

I,      the undersigned      a Notary Public in and for said county, in said State.

hereby certify that      Fran W. Anderson

whose name as      President      of Royal Manors & Assoc. Inc., LLC 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.

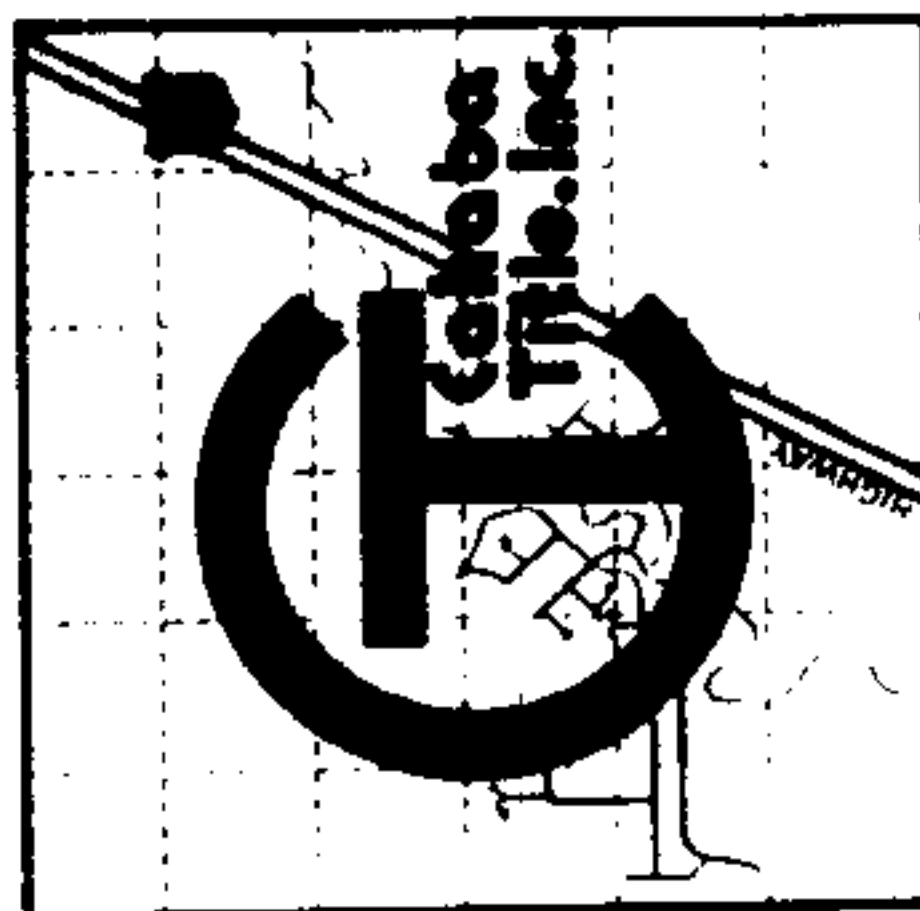
Given under my hand and official seal this      20      day of      October      19 99.

Donald R. Robinson  
Notary Public

TO

MORTGAGE

STATE OF ALABAMA  
COUNTY OF



Recording Fee \$  
Deed Tax \$

This form furnished by

**Cahoba Title, Inc.**

RIVERCHASE OFFICE  
2068 Valleydale Road  
Birmingham, Alabama 35244  
Phone (205) 988 5600

EASTERN OFFICE  
213 Gadsden Highway Suite 227  
Birmingham, Alabama 35235  
(205) 833 1571



EXHIBIT A

DESCRIPTION OF REAL PROPERTY

That certain real property located in Shelby County, Alabama, more fully described as follows:—

GREEN VALLEY APARTMENTS:

**PARCEL NO. 1:**

Commence at the Northeast corner of the Northeast quarter of the Northwest quarter of Section 23, Township 21 South, Range 3 West, Shelby County, Alabama and run Thence Southerly along the East line of said quarter-quarter a distance of 289.16 feet to a point on the North line of Green Valley Subdivision as recorded in Map Book 5, Page 94, in the Office of the Judge of Probate of Shelby County, Alabama, Thence turn an angle of 91 degrees 00 minutes 00 seconds to the right and run Westerly along the said North line of said Subdivision a distance of 575.00 feet to the point of beginning of the property being described, Thence continue along last described course a distance of 579.15 feet to a point on the Easterly right of way line of the Montevallo-Siluria Road now known as Highway No. 119, Thence turn an angle of 84 degrees 04 minutes 05 seconds Right to tangent and run North-Northwesterly along the arc of a Highway curve to the left and having a central angle of 14 degrees 09 minutes 05 seconds, a radius of 1,072.35 feet, and a tangent of 133.24 feet, an arc distance of 265.12 feet to an existing property corner, Thence turn an angle of 105 degrees 17 minutes 33 seconds right from tangent and run Easterly along a monumented (By corners and fences) adversely occupied property line accepted by this surveyor, a distance of 139.27 feet to an existing property corner, Thence turn an angle of 6 degrees 20 minutes 35 seconds right and run a distance of 150.0 feet to an existing property corner, Thence turn an angle of 1 degree 39 minutes 00 seconds left and continue along adversely occupied property line a distance of 350.0 feet to an existing property corner, Thence turn an angle of 90 degrees 08 minutes 04 seconds to the right and run Southerly a distance of 265.97 feet to the point of beginning of the subject parcel.

**PARCEL NO. 2:**

Commence at the Northeast corner of the Northeast quarter of the Northwest quarter of Section 23, Township 21 South, Range 3 West, Shelby County, Alabama and run Thence Southerly along the east line of said quarter-quarter a distance of 289.16 feet to a point on the North line of the Green Valley Subdivision as recorded in Map Book 5, Page 94, in the Office of the Judge of Probate of Shelby County, Alabama, Thence turn an angle of 91 degrees 00 minutes 00 seconds to the right and run Westerly along the said North line of said subdivision a distance of 180.03 feet to the point of beginning of the property being described, Thence continue along last described course a distance of 394.97 feet to an existing property corner, Thence turn an angle of 90 degrees 00 minutes 19 seconds to the right and run Northerly a distance of 265.97 feet to an existing property corner along a monumented (By corners and fences) adversely occupied property line accepted by this surveyor, Thence turn an angle of 89 degrees 51 minutes 56 seconds to the right and run Easterly along said adversely occupied property line a distance of 180.73 feet to an existing property corner, Thence turn an angle of 00 degrees 48 minutes 17 seconds to the right and continue along said property line a distance of 167.01 feet to an existing property corner, Thence turn an angle of 0 degrees 32 minutes 06 seconds right and continue along said adversely occupied line a distance of 47.23 feet to an existing property corner, Thence turn an angle of 88 degrees 47 minutes 22 seconds to the right and run Southerly a distance of 263.41 feet to the point of beginning of subject parcel.

BOTH PARCELS SITUATED IN SHELBY COUNTY, ALABAMA ACCORDING TO THE SURVEY OF Joseph E. Conn, Jr. Alabama Reg. Number 9049, dated April 12, 1987.

Inst # 1996-28729

Inst # 1999-44359

09/03/1996-28729  
08:42 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
502.50  
002 MCB

10/28/1999-44359  
08:42 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
792.00  
003 CJI