

(Name) Dewayne N. Morris, Attorney at Law

(Address) 2131 Third Avenue North, Birmingham, AL 35203

Form 1-1-82 Rev. 1-88

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Gregory W. Glynn and wife, Heidi M. Glynn

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

C & S Ventures, Inc.

(hereinafter called "Mortgagee", whether one or more), in the sum of one Hundred twenty four Thousand two Hundred fifty and no/100----- Dollars (\$ 124,250.00), evidenced by promissory note of even date herewith, bearing interest at the rate of 8.75% per annum, payable in monthly installments of \$979.00 each, commencing May 27, 2000

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,

Gregory W. Glynn and wife, Heidi M. Glynn

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:

Lot 18, according to the Survey of Chana Terrace, 6th Sector, as recorded in Map Book 16, Page 10, in the Probate Office of Shelby County, Alabama. Mineral and mining rights excepted.

This conveyance is made subject to that certain mortgage dated December 15, 1995, to Scott Mortgage Corporation and recorded under Instrument #1995-36674 and transferred and assigned to Colonial Mortgage Company by instrument recorded under Instrument #1996-32855. Grantor agrees to pay said mortgage in accordance with its terms. The escrow agreement in connection with said mortgage, now held by Colonial Mortgage Company, Account #0263231, is hereby transferred and assigned to grantees herein, in lieu of proration.

All personal property located in the dwelling and owned by grantor is included in this sale and transfer.

This is a purchase money mortgage securing the purchase of the property herein described which is conveyed to the mortgagors simultaneously herewith.

This is a wrap-around mortgage which wraps that first mortgage given to Scott Mortgage Corporation and recorded in Instrument #1995-36674 and transferred and assigned to Colonial Mortgage Company by Instrument #1996-32855 which mortgagee agrees to pay in accordance with its terms. If mortgagee fails to pay said mortgage in accordance with its terms, then mortgagors may pay the mortgage and deduct what they would otherwise owe mortgagee from payments due mortgagee.

Mortgagees agree to reimburse C & S Ventures, Inc. monthly for required escrow deposits in the future.

05/01/2000-14107
11:17 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJI 198.45

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

Inst # 2000-14107

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; 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 Mortgagee 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 on mass as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the location 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 agrees that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agrees 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

Gregory W. Glynn and wife, Heidi M. Glynn

have hereunto set our signatures and seal, this
**CAUTION: IT IS IMPORTANT THAT YOU
READ THIS DOCUMENT THOROUGHLY
BEFORE SIGNING IT!**
Witness Dwynne & Son

27th day of April 2000
Gregory W. Glynn (SEAL)
Heidi M. Glynn (SEAL)
(SEAL)
(SEAL)

THE STATE of Alabama
Jefferson COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State,
hereby certify that Gregory W. Glynn and wife, Heidi M. Glynn

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 27th day of April 2000
Dwynne & Son Notary Public.

THE STATE of
COUNTY }

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

whose name as of
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 the day of 19
Notary Public

Return to:

MORTGAGE DEED

Inst # 2000-14107
05/01/2000-14107
11:17 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 198.45

THIS FORM FROM
Lloyds Title Insurance Corporation
1000 Exchange Station
TULSA, OKLAHOMA 74103
TULSA, OKLAHOMA