

This Instrument prepared by:

(Name): James R. Kramer
(Address): P.O. Box 1012
Alabaster, AL 35007

MORTGAGE NOTE

\$ 35,000.00

Alabama, Siluria

The undersigned, for value received, promise to pay to the Order of Jesse H. Lovett and wife, Joy Lovett and Pauline Hughes the sum of Thirty Five Thousand (\$35,000.00) Dollars, together with interest upon the unpaid portion thereof from date, at the rate of ten (10%) per cent per annum, in monthly installments of Three Hundred Fifty (\$350.00) Dollars, payable on the 1st Day of each month after date, commencing April 1, 2000 until said sum is paid in full, payable at 520 6th Avenue, S.W., Alabaster, AL 35007.

All payments shall be applied first to interest on the unpaid balance of principal. Each of said installments shall bear interest at 12 % per annum after maturity.

This note is secured by mortgage on real estate, executed to the payee herein. In the event of default under the terms of said mortgage, or in the event any installment shall remain unpaid for as much as ten days after the same become due, the holder hereof shall have the right and option to declare the entire indebtedness secured hereby to be at once due and payable.

Each maker and endorser hereby waives all right of exemption under the Constitution and Laws of Alabama, and agrees to pay the cost of collection, including a reasonable attorney's fee, if this obligation is not paid at maturity.

Demand, protest and notice of protest, and all requirements necessary to hold them liable, are hereby waived by each and every maker and endorser of this note.

This note is given, executed and delivered under the seal of the undersigned.

George D. Click
George D. Click

VERIFICATION

STATE OF ALABAMA)
COUNTY OF SHELBY)

Before me, the undersigned Notary Public, in and for said County, in said State, personally appeared George D. Click who, being known to me and who, having been duly informed of the contents hereof, executed the same.

Sworn to and subscribed before me this 22 day of MAY, 2000.

James R. Kramer
Notary Public

06/02/2000-18154
10:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 NMS 66.00

Inst # 2000-18154

This Instrument Prepared by:

(Name) James R. Kramer, Attorney at Law

(Address) P.O. Box 1012

Alabaster, Alabama 35007

MORTGAGE

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS: That whereas,

COUNTY OF SHELBY)

George D. Click

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

Jesse H. Lovett and wife, Joy Lovett, and Pauline Hughes

of Alabaster, Alabama (hereinafter called "Mortgagee", whether one or more), in the sum of
Thirty Five Thousand Dollars (\$35,000.00), evidenced by

Mortgage Note executed simultaneously 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:

Lot 106 as shown on a map entitled "Property Line Map, Siluria Mills" prepared by Joseph A. Miller, Reg. Civil Engineer on October 5, 1965, and being more particularly described as follows: Commence at the intersection of the northerly right of way line of 2nd Place and the westerly right of way line of Fallon Avenue, said right of way lines as shown on the map of the Dedication of the streets and easements, Town of Siluria, Alabama; thence northwesterly along said right of way line of 2nd Place for 150.09 feet to the point of beginning; thence 88 deg. 36 min. 52 sec. Right and run northeasterly for 78.07 feet; thence 90 deg. 06 min. 49 sec. Left and run northwesterly for 78.99 feet; thence 89 deg. 55 min. 24 sec. left and run southwesterly for 76.01 feet to a point on the northerly right of way line of 2nd Place; Thence 88 deg. 36 min. 39 sec. left and run southeasterly along said right of way line of 2nd Place for 79.00 feet to the point of beginning; being situated in Shelby County, Alabama.


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 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 (for 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 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 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 foreclosed, said fee to be a part of the debt herein secured.

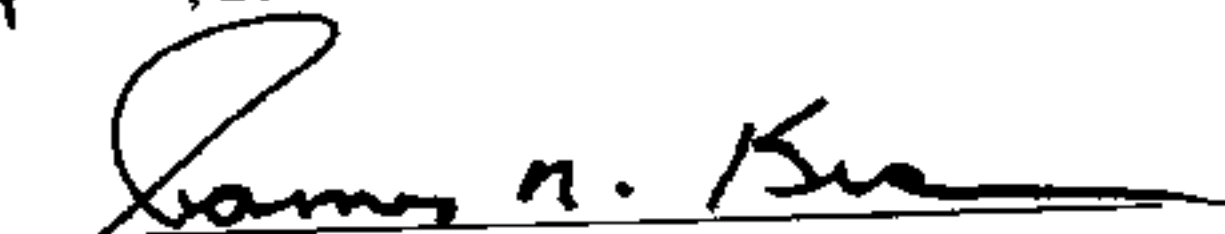
IN WITNESS WHEREOF: the undersigned

have hereunto set my signature my and seal, this 22 day of MAY, 2000.


George D. Click

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, JAMES R. KRAMER, a Notary Public in and for said County in said State, hereby certify that George D. Click whose name 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 the conveyance he executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 22 day of MAY, 2000.


Notary Public

Inst # 2000-18154

06/02/2000-18154
10:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MWS 66.00