

Prepared by:
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Inst # 2000-42494
12/11/2000-42494
08:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 CJ1 216.50

MORTGAGE

STATE OF ALABAMA }
 KNOW ALL MEN BY THESE PRESENTS;
SHELBY COUNTY }

WHEREAS, RICHARD W. BENSON, a married man (hereinafter called "Mortgagor"), is justly indebted to **EQUINE PARTNERS, LLC**, an Alabama limited liability company (hereinafter called "Mortgagee"), in the principal sum of One Hundred Thirty-Five Thousand and No/100 Dollars (\$135,000.00) evidenced by a Promissory Note of even date herewith, and being due and payable according to the terms thereof; and

WHEREAS, Mortgagor 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 Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate (the "Property") situated in Shelby County, Alabama, to-wit:

Lot 1-B, according to A Resurvey of Lot 1 of The Narrows Commercial Subdivision, Sector 1, as recorded in Map Book 27, Page 107, in the Probate Office of Shelby County, Alabama.

The above described property does not constitute the homestead of the Mortgagor nor his spouse.
This is a Purchase Money Mortgage.

In the event the Mortgagor should convey the Property, or any part thereof or any interest therein, during the term of the Mortgage without the consent of the Mortgagee, the Mortgage will become immediately due and payable. Mortgagee shall have an absolute obligation to release the Property from the lien of this Mortgage upon payment to Mortgagee of all amounts due to Mortgagee pursuant to the Promissory Note.

TO HAVE AND TO HOLD the above granted Property unto the said Mortgagee, Mortgagee's successors and assigns forever; and for the purpose of further securing payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said Property, and should default be made in the payment of same, the said Mortgagee may at the Mortgagee's option pay off the same; and to further secure said indebtedness, Mortgagor agrees to keep the improvements, if any, on said Property insured against loss or damage by fire, storm, 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 upon Mortgagee's request; and if Mortgagor fails to keep said improvements on said Property insured as above specified, or fails 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.

This Mortgage is second and subordinate to that certain Mortgage given by Richard W. Benson to Frontier National Bank in the original principal amount of \$952,500.00.

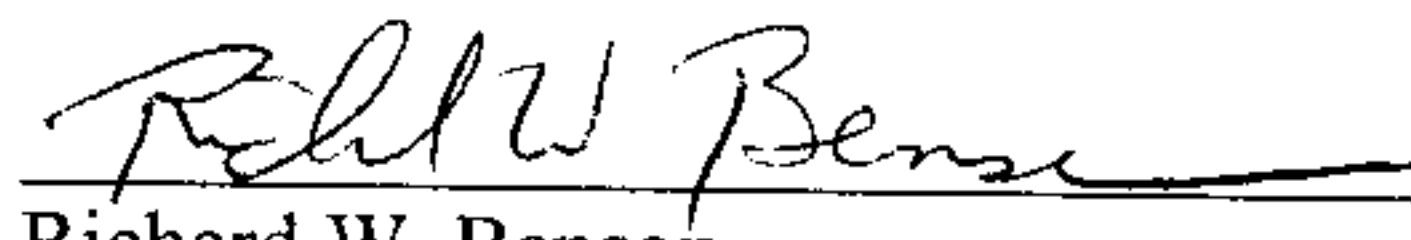
CLAYTON T. SWEENEY, ATTORNEY AT LAW,

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 shall be null and void; but should default be made in the payment of any sum expended by 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 encumbrance 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 shall 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 Property 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 as Mortgagee, agents or assigns deem best, in front of the Courthouse door of said County (or the division thereof) where the 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 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 Mortgagor further agrees that, said Mortgagee, agents or assigns may bid at said sale and purchase said Property, if the highest bidder therefor; and Mortgagor further agrees to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this Mortgage should the same be so foreclosed, said fee to be a part of the debt hereby secured.

This Mortgage and the terms and conditions hereof shall be binding upon Mortgagor, Mortgagee, and their heirs, personal representatives, attorneys-in-fact, successors and assigns.

IN WITNESS WHEREOF, Mortgagor, Richard W. Benson, has hereto set his signature and seal, this the 30th day of November, 2000.

MORTGAGOR:


Richard W. Benson

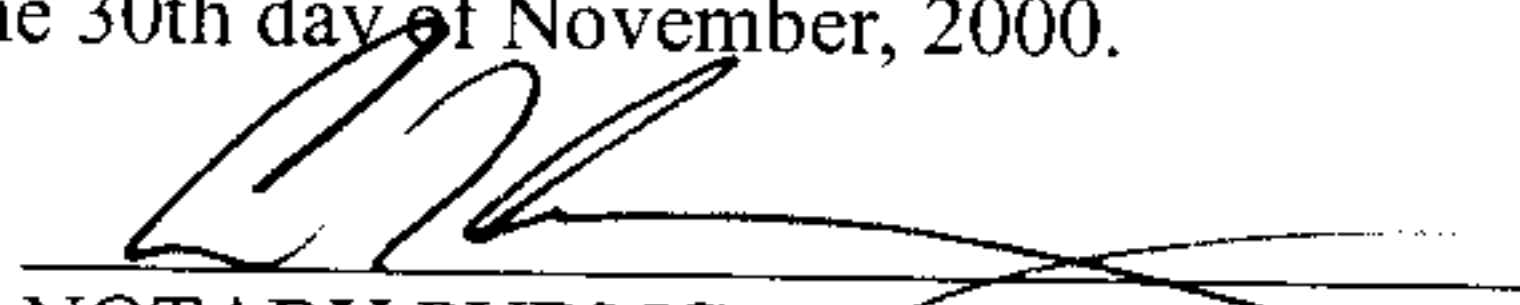
STATE OF ALABAMA }

COUNTY OF JEFFERSON }

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Richard W. Benson, 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, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 30th day of November, 2000.

[SEAL]


NOTARY PUBLIC

My commission expires: 6-5-2003

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