

This instrument was prepared by:
Massey & Stotser, P.C.
1780 Gadsden Highway
Birmingham, AL 35235

Bessemer Property \$25,000.00
Shelby Property \$76,525.17

MORTGAGE

STATE OF ALABAMA ()
JEFFERSON COUNTY ()

KNOW ALL MEN BY THESE PRESENTS:

That Whereas, HAMPTON HOMES, INC. and JOHN H. CLINE, an individual (collectively hereinafter referred to as "Mortgagors") are justly indebted to SATURNA, INC. D/B/A WHEELER'S, whose address is c/o Massey & Stotser, P.C. P.O. Box 94308, Birmingham, Alabama 35235-4308 (hereinafter called "Mortgagee"), for the sum of One Hundred One Thousand Five Hundred Twenty-five & 17/100 Dollars (\$101,525.17), evidenced by a Promissory Note of even date herewith, payable according to the terms and conditions as set forth therein, with the final payment to be due and payable on or before the 12th day of March, 2002.

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 Mortgagors, HAMPTON HOMES, INC. and JOHN H. CLINE, an individual, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the said mortgagee, the following described real estate, situated in Jefferson County, State of Alabama, to-wit:

Lots 73, 76, and 79 according to the survey of Silver Lakes, 2nd Sector, as recorded in Map Book 34, Page 12 in the Probate Office of Jefferson County, Alabama, BESSEMER Division;

and the following described real estate situated in Shelby County, State of Alabama, to-wit:

Lots 304, 306, 307, 308, 309, 310, 311 and 350 according to the Survey of Savannah Point, Sector IV, Phase I, as recorded in Map Book 26, Page 49, in the Probate Office of SHELBY County, Alabama;

and

Lot 6 according to the Map and Survey of Mill Springs Estates,

Mortgage
9488.013

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Amended 1st Sector, as recorded in Map Book 24, Page 116, in the
Office of the Judge of Probate of SHELBY County, Alabama

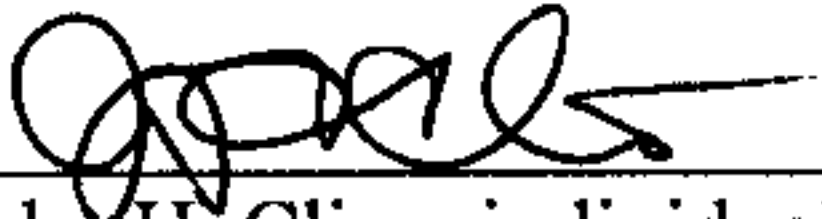
This indebtedness secured by this mortgage may not be transferred or assigned without the prior written consent of the mortgagee.

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 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 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 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 sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid 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 Mortgagee, agents or assigns, shall be authorized to take e 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 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 case, 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 my have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrance, 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 agrees to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage Chancery, should the same be so foreclosed, said fee to be part of the debt hereby secured.

IN WITNESS WHEREOF, the undersigned HAMPTON HOMES, INC. and JOHN H. CLINE, an individual, have hereunto set their signatures and seals, on this the 12th day of March, 2001.

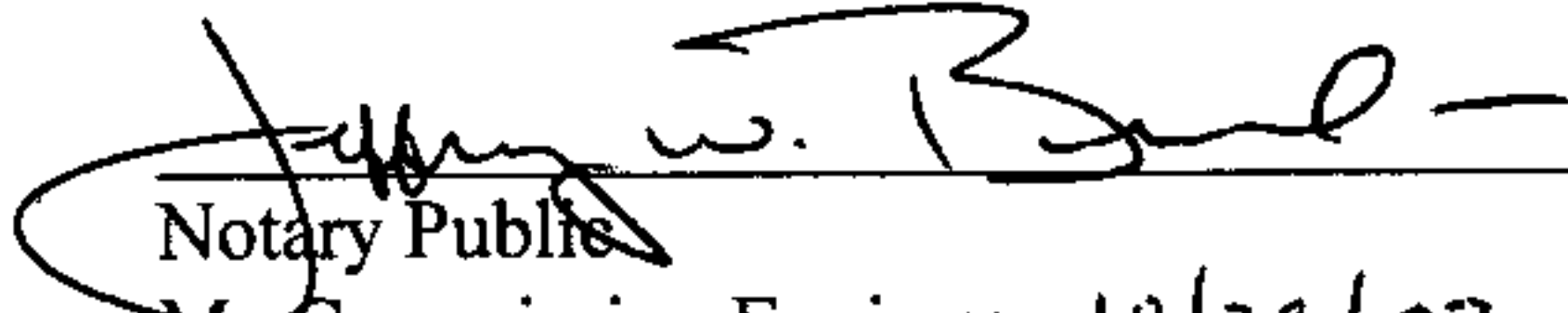
HAMPTON HOMES, INC.
 3/12/01
By: John H. Cline, President (SEAL)
Its: President

 3/12/01 (SEAL)
John H. Cline, individually

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that John H. Cline whose name as President of Hampton Homes, Inc., 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 this conveyance, he, as such officer and with full authority, executed the same voluntarily and as his act on the day the same bears date.

Given under my hand and official seal this 12 day of March, 2001.


Notary Public
My Commission Expires: 10/29/02

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that John H. Cline, an individual, 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 this conveyance, he executed the same voluntarily and as has act on the day the same bears date.

Given under my hand and official seal this 12 day of March, 2001.


Notary Public

My Commission Expires: 10/29/02

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SHELBY COUNTY JUDGE OF PROBATE

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