

This instrument was prepared by
Attorney Maurice Rogers
712 18th Street, Ensley
Birmingham, Alabama 35218

MORTGAGE

STATE OF ALABAMA)
JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS that whereas, Marsha Rogers Howell (hereinafter called "Mortgagors", whether one or more) is justly indebted, to Maurice Rogers and wife, Peggy Rogers (hereinafter called "Mortgagees", whether one or more), in the sum of Two Hundred Twenty Three Thousand Dollars (\$223,000.00), evidenced by one Mortgage Note dated June 19, 2001, and payable according to the terms of said note.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this purchase money 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 Mortgagees the following described real estate, situated in Shelby County, State of Alabama, to wit:

Lot 3820, according to the survey of Birkshire, 38th Addition to Riverchase as recorded in Map Book 22, Page 140, in the office of the Judge of Probate of Shelby County, Alabama.

THIS IS A PURCHASE MONEY MORTGAGE.

Subject to all restrictions, reservations, easements and covenants of record.

Mineral and mining rights excepted.

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 Mortgagees, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payments 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 Mortgagees 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 Mortgagees, with loss, if any, payable to said Mortgagees, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if the undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagees, then the said Mortgagees, 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 Mortgagees for taxes, assessments or insurance, shall become a debt to said Mortgagees or assigns, additional to the debt hereby specially secured, and shall be covered by this Purchase Money Mortgage, and bear interest from date of payment by said Mortgagees, or assigns, and be at once due and payable.

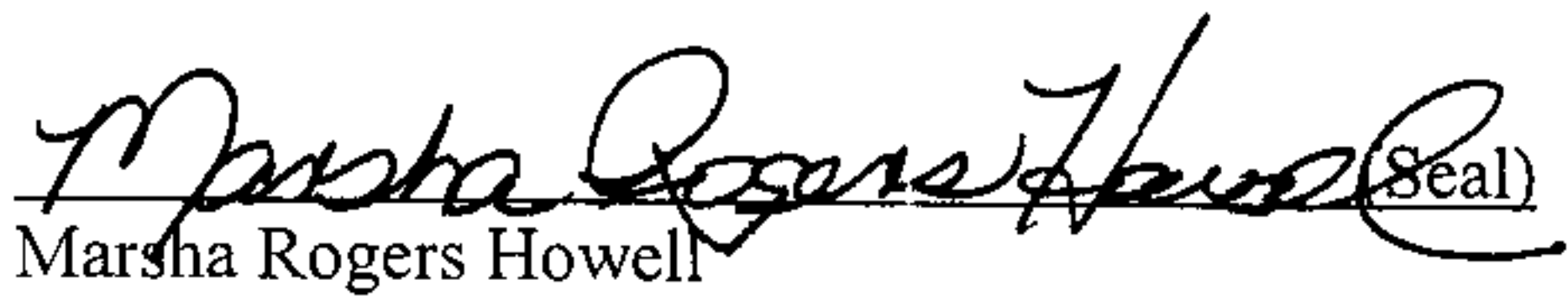
Upon condition, however, that if the said Mortgagors pays said indebtedness, and reimburses said Mortgagees or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagees 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 Mortgagees or assigns in said property become endangered by reason of the enforcement

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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 purchase money mortgage be subject to foreclosure as now provided by laws in case of past due mortgages, and the said Mortgagees, 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 en masse as Mortgagees, 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 all 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 the sale; and Fourth, the balance, if any, to be turned over to the said Mortgagors and undersigned further agree that said Mortgagees, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefore; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagees or assigns, for the foreclosure of this purchase money mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

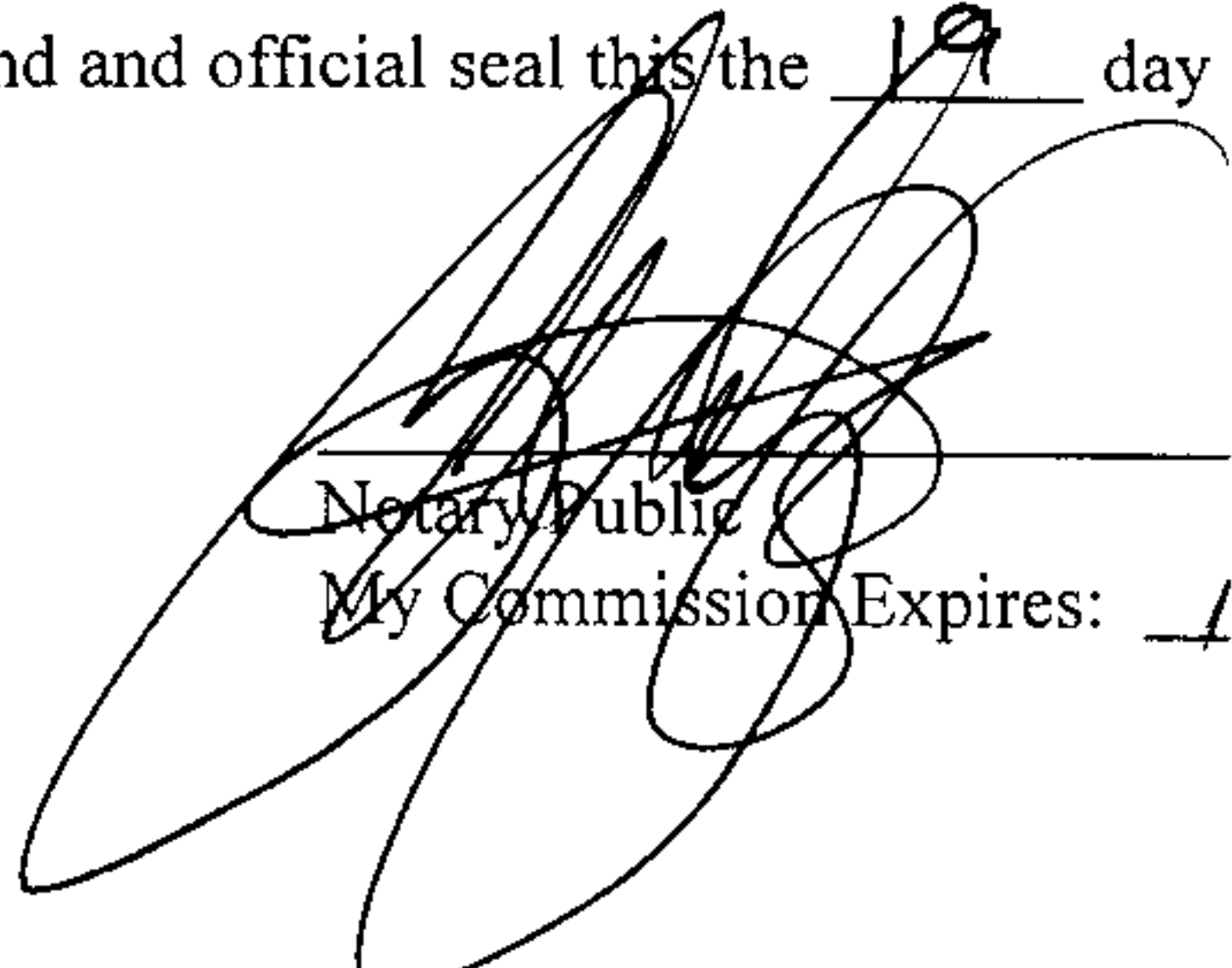
IN WITNESS WHEREOF the undersigned Marsha Rogers Howell has hereunto set her signature and seal, this the 19 day of June, 2001.

 (Seal)
Marsha Rogers Howell

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Marsha Rogers Howell, 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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 19 day of June, 2001.


Notary Public

My Commission Expires: 10-9-02

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