

MORTGAGE DEED

SATATE OF ALABAMA

COUNTY OF

This Mortgage is given by **RICHARD G. EDGE** hereinafter called Borrower,
to **THE SHIRES, L.L.C.** hereinafter called Lender,
which term includes any holder of this Mortgage, to secure the payment of the
PRINCIPAL SUM of FIFTY THREE THOUSAND DOLLARS (\$53,000)
together with interest thereon computed on the outstanding balance, all as provided in a Note having the same
date as this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions
and extensions of the Note and this Mortgage.

In consideration of the loan made by Lender to Borrower and for the purpose expressed above,
the Borrower does hereby grant and convey to Lender, with MORTGAGE COVENANTS, the land with the
buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, being more
particularly described as follows:

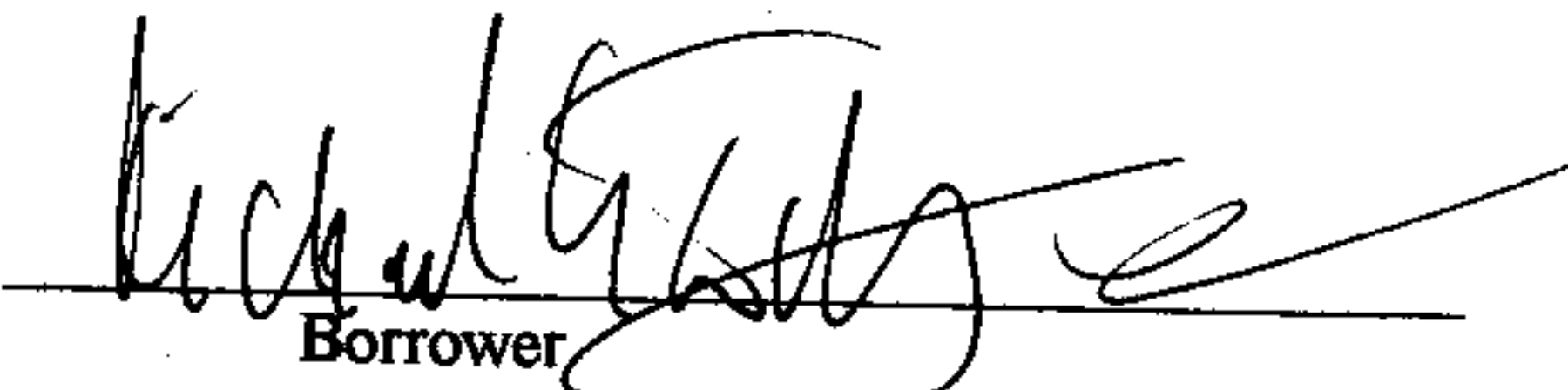
LOT 24A, THE SHIRES, PHASE 3, SECTOR 1

Borrower further covenants and agrees that:

1. No superior mortgage or the note secured by it will be modified without the consent of Lender hereunder.
2. Borrower will make with each periodic payment due under the Note secured by this Mortgage a payment sufficient to provide a fund from which the real estate taxes, betterment assessments and other municipal charges which can become a lien against the mortgaged premises can be paid by Lender when due. This provision shall be effective only in the event that a fund for the same purpose is not required to be established by the holder of a senior mortgage.
3. In the event that Borrower fails to carry out the covenants and agreements set forth herein, the Lender may do and pay for whatever is necessary to protect the value of and the Lender's rights in the mortgaged property and any amounts so paid shall be added to the Principal Sum due the Lender hereunder.
4. As additional security hereunder, Borrower hereby assigns to Lender, Borrower's rents of the mortgaged property, and upon default the same may be collected without the necessity of making entry upon the mortgaged premises.
5. In the event that any condition of this Mortgage or any senior mortgage shall be in default for fifteen (15) days, the entire debt shall become immediately due and payable at the option of the Lender. Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.
6. In the event that the Borrower transfers ownership (either legal or equitable) or any security interest in the mortgaged property, whether voluntarily or involuntarily, the Lender may at its option declare the entire debt due and payable.


This Mortgage is upon the STATUTORY CONDITION and the other conditions set forth herein,
for breach of which Lender shall have the STATUTORY POWER OF SALE to the extent existing under
State law.

Executed under seal this 28 day of DECEMBER 2001 .


Borrower

STATE OF Alabama
COUNTY OF Shelby

On December 31st 2001
I, **AUDREY A. PRISOC**, JUDGE OF PROBATE AT LARGE
MY COMMISSION EXPIRES: Mar 28, 2004
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS
(Seal)

before me, 
Audrey A. Prisoc

02/06/2002-06443
03:41 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 CH 90.50

Inst # 2002-06443