

STATE OF ALABAMA)
JEFFERSON COUNTY)

PURCHASE MONEY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS : That Whereas, DONALD CASSELMAN AND CAROLYN S. CASSELMAN, HUSBAND AND WIFE, (hereinafter called "Mortgagor"), is justly indebted to BRANCH BANKING & TRUST COMPANY, (hereinafter called "Mortgagee") in the sum of FIFTY FOUR THOUSAND AND NO/100THS DOLLARS (\$54,000.00) evidenced by a promissory note of even date, 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 Mortgagee the following described real estate, situated in the Probate Office of Shelby County, Alabama.

LOT 2, ACCORDING TO THE MAP AND SURVEY OF COUNTRY CLUB VILLAGE, AS INVERNESS GARDEN HOME COMMUNITY, AS RECORDED IN MAP BOOK 16, PAGE 47, IN THE PROBATE OFFICE OF 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 the 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, lightening and tornado for the fair and reasonable insurable value thereof, but in any event not less than the original mortgage amount, 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 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 amount Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should any of the following conditions occur: (a) a default in the terms and condition of the real estate mortgage note secured by this conveyance, (b) any default be made in the payment of the indebtedness or any sum expended by the said Mortgagee or assigns, or should indebtedness hereby secured, or any part thereof, or the interest thereon remain unpaid at maturity, or (c) 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 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 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 Courthouse 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 a reasonable attorneys 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 therefore; and undersigned further agree 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.

IN WITNESS WHEREOF the undersigned, DONALD CASSELMAN AND CAROLYN S. CASSELMAN has hereunto set their signature(s) and seal(s), this 27 day of February, 2002.

CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS DOCUMENT BEFORE SIGNING IT.


DONALD CASSELMAN

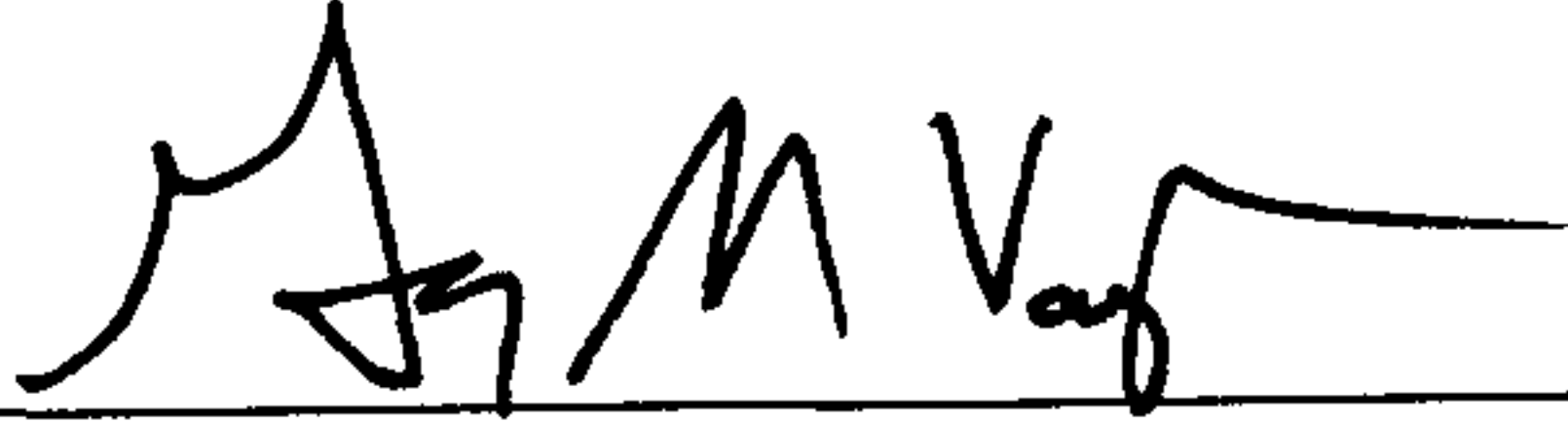

CAROLYN S. CASSELMAN

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that DONALD CASSELMAN AND CAROLYN S. CASSELMAN, whose name are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this date that, being informed of the conveyance, they executed the same voluntarily on the day same bears date.

Given under my hand and seal of office this 28th day of February, 2002.



Notary Public

My commission expires: 9.29.02

This Instrument was prepared by:

R. Shan Paden

PADEN & PADEN

5 RIVERCHASE RIDGE, SUITE 100

Birmingham, AL 35244

Customer Name: CASSELMAN, DONALD
Application #: 90131799456001
Order #: 1118202

Exhibit A (Legal Description)

All that certain parcel of land lying and being situated in the County of SHELBY, State of AL, to-wit:

LOT 2, COUNTRY CLUB VILLAGE, AS INVERNESS GARDEN HOME COMMUNITY, AS RECORDED IN MAP BOOK 16, PAGE 47, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Being that parcel of land conveyed to LAWRENCE R. BURKETT AND LOUISE M. BURKETT from BWA DEVELOPMENT CORP. by that deed dated 04/29/1992 and recorded 05/06/1992 in deed book 1992, at page 7393 of the SHELBY County, AL Public Registry.

Being that parcel of land conveyed to DONALD CASSELMAN AND CAROLYN S. CASSELMAN, HUSBAND AND WIFE, JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP from LAWRENCE R. BURKETT AND LOUISE M. BURKETT, HUSBAND AND WIFE by that deed dated 02/28/2002 and recorded 03/05/2002 in INSTRUMENT #2002-10540 of the SHELBY County, AL Public Registry.



JUNIOR MORTGAGEE NOTIFICATION

North Carolina

SHELBY County

In accordance with the provisions of N.C.G.S. Sec. 45-21.17A, request is hereby made that a copy of any notice of sale under the Deed of Trust recorded on the 10th day of March, 1998, in Book 1998,

Page 734 8313, of the records of SHELBY County, executed by

Donald Campbell & Carolyn Campbell - Lawrence Burkett
(MORTGAGOR) Louise Burkett

as Trustor(s) in which Compass Bank

is named as beneficiary and N/A, as

Trustee, be mailed to Branch Banking and Trust Company, PO Box 1290, 131 W. Webster St., Whiteville,
(ADDRESS) (CITY)

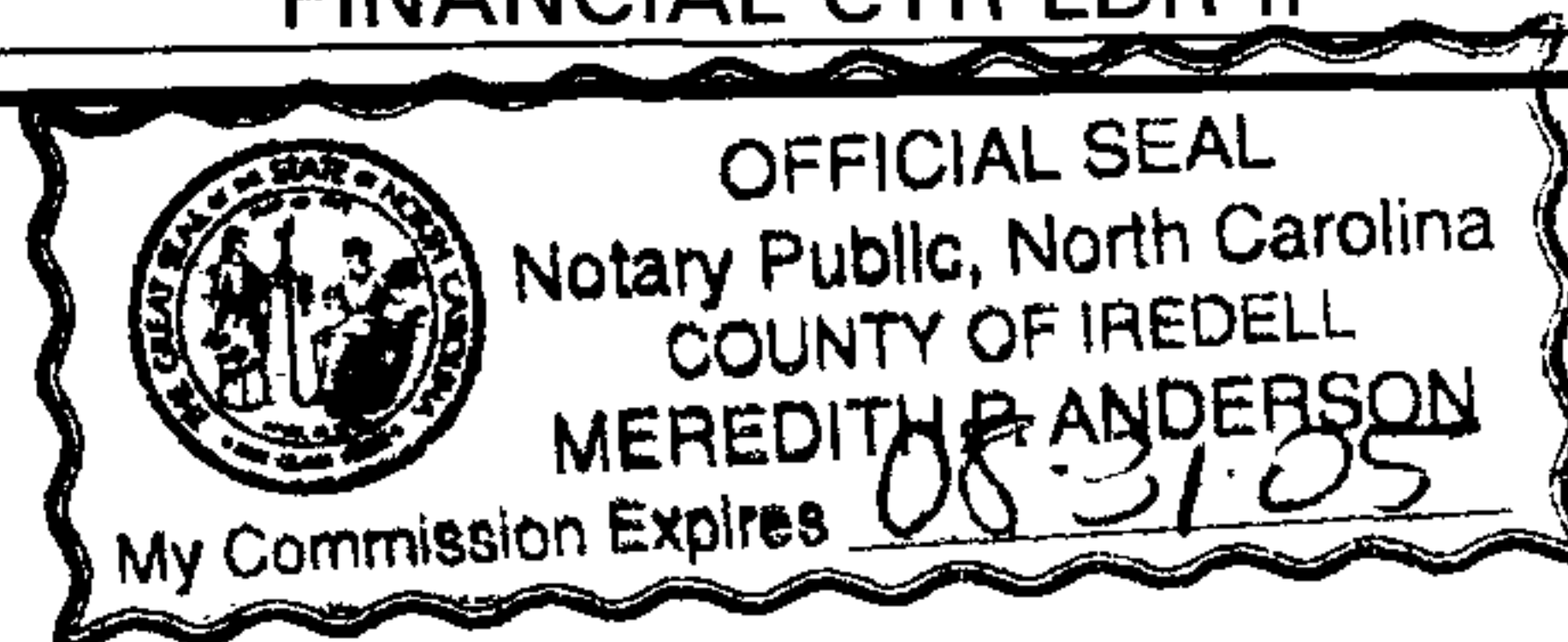
North Carolina 28472
(Zip Code)

Branch Banking and Trust Company

By: [Signature]
Signature of JOHN HONDROS

Title: FINANCIAL CTR LDR II

North Carolina
Iredell County



I, Meredith P. Anderson Notary Public of Iredell County, North Carolina,

do hereby certify, that John P Hondros personally appeared before me this day

and acknowledged that He is Financial Ctr Ldr II of Branch Banking and Trust Company,
(TITLE)

a corporation, and acknowledged on behalf of said corporation the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this 27 day of February, 2002

My Commission Expires: 08-31-05 Meredith P Anderson
Notary Public

North Carolina _____ County

The foregoing certificate(s) of _____
a Notary Public of _____ County is certified to be correct. This instrument was filed for
registration in this office on the _____ day of _____,
at _____ o'clock _____ M. and was duly recorded in Book _____, Page _____

REGISTER OF DEEDS

_____ County

ACCOUNT# / NOTE#

9013179945 06001



TERMINATION CLAUSE BALANCE VERIFICATION

3410 Robinhood Road
REQUESTING OFFICE ADDRESS

Winston Salem, NC 27106-0000

This is to certify that the total outstanding balance of all obligations, the payment of which is secured by that certain instrument executed by
DONALD CASSELMAN and CAROLYN S CASSELMAN

dated 4/29/1998 ~~5/16/1992~~ 3.4.98, recorded in Book 1992 1998,
Page 1341 8313, in the office of the Register of Deeds of

Shelby County, North Carolina, is \$ 85,000.00 - 60,000.00, of which
amount \$ 85,000.00 - 60,000.00 represents principal.

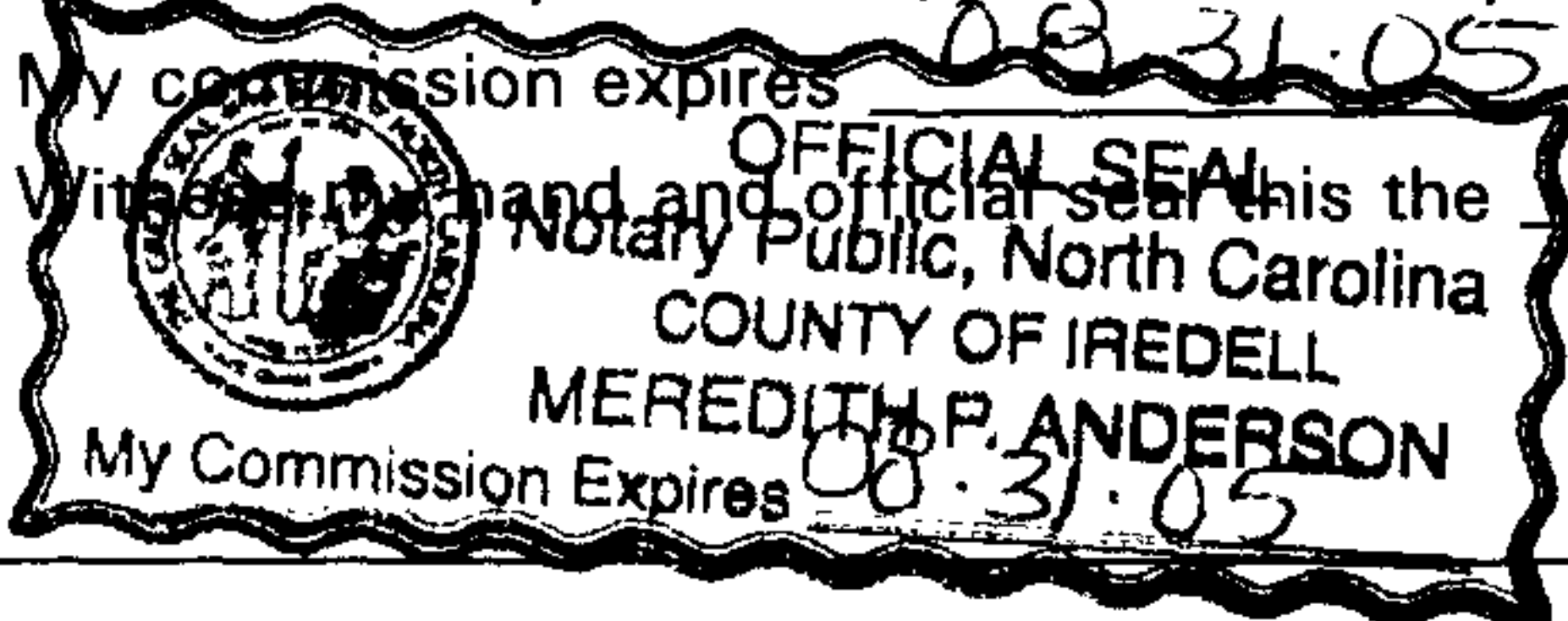
No future advances will be made under the aforesaid instrument, except such expense as it may become necessary to preserve the security now held.

This 27 day of February, 2002

ATTEST: By Jaqueline C Kraft
Title Asst Secretary
(Corporate Seal)

John P Hondros
NAME OF LENDER BB&T
By John P Hondros
Title Asst Vice President
By
Title

NORTH CAROLINA: Forsyth County
Meredith P Anderson, a Notary Public, certify that
Jaqueline Kraft personally came before me this day and
acknowledged that he/she is Asst Secretary of
Branch Banking & Trust Co. a corporation, and that by authority duly given
and as the act of the corporation, the foregoing instrument was signed in its name by its Asst Vice President,
sealed with its corporate seal, and attested by himself/herself as its Asst Secretary.



27 day of February, 2002
Meredith P Anderson
NOTARY PUBLIC

NORTH CAROLINA: _____ County
The foregoing certificate(s) of _____
a Notary Public of _____ County, is certified to be correct. This instrument was filed
for registration in this office on the _____ day of _____,
at _____ o'clock _____ M. and was duly recorded in Book _____, Page _____.

REGISTER OF DEEDS

County

ACCOUNT# / NOTE#

9013179945 06001

