

SECOND MORTGAGE

20030110000021050 Pg 1/1 386.00
Shelby Cnty Judge of Probate, AL
01/10/2003 14:14:00 FILED/CERTIFIED

In consideration of value received, the undersigned (hereinafter "Borrowers") do hereby jointly and severally promise to pay to Joseph Habshey, Jr and Betty G. Habshey (hereinafter "Lender"), the amount of \$ 250,000.00, upon which interest will accrue at the rate of 6% per annum. Borrowers agree to pay in full one year from the date of this instrument. Such payments shall first be applied to interest and then to the principal. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys and mortgages to Lender, with power of sale, the following described property:

**Begin at the SE corner of Lot 8 of Paradise Cove Phase Three, as recorded
In Map book 27 page 94 in the Judge of Probate Office Shelby County,
Alabama and run Westerly along the South line said Lot 6, 560.18 feet
To an iron pin; also being the Southerly point on a 60 foot right of way line
of Paradise Cove Lane; thence 92 deg. 48 min. 46 sec. Left run Southerly
for 173.53 feet to the 397 contour of Lay lake: thence left and run
Southerly along the said 397 contour of Lay Lake 1505.4 feet more or less
to the afore said SE corner of said Lot 8 and the point of beginning;
being a portion of Wally's Courthouse as recorded in Map Book 13 page
63 in the Probate Office of Shelby county, Alabama, being situated in the
south ½ of the SE ¼ of Section 23, and the North ½ of the NE 1/43 of
Section 26, Township 21 South, Range 1 East.**

This Note may be paid in full at any time without penalty charges. Lender reserves the right to demand payment in full or in part at any time and for any reason as Lender deems a breach of this contract.

The undersigned and all other parties to this Note, whether as endorsers, guarantors or sureties waive demand, presentment and protest and all notices thereto and further agree to remain bound, notwithstanding any extension, modification, waiver, or other indulgence by any holder or upon the discharge or release of any obligor hereunder or to this Note, or upon the exchange, substitution, or release of any collateral granted as security for this Note.

Borrower

Witness

Date

Date

Notary Public

4-21-05

My Commission Expires

✓
Joe Habshey
832 Faucher Drive
Hoover, AL 35226