This instrument was prepared by:
(Name) ~~Frances J. Walker~~
(Address) ~~2172 Hwy 31 So.~~
~~Pelham, Al 35124~~

20030430000263720 Pg 1/3 62.00
Shelby Cnty Judge of Probate,AL
04/30/2003 08:08:00 FILED/CERTIFIED

MORTGAGE

STATE OF ALABAMA
SHELBY **COUNTY** } **KNOW ALL MEN BY THESE PRESENTS:** That Whereas,

Cary Frank Wiggins

(hereinafter called "Mortgagors", whether one or more) are justly indebted to

Stoney Ridge Development Corp

(hereinafter called "Mortgagee", whether one or more), in the sum of Thirty Thousand & No/100-- Dollars ($30,000.00), evidenced by

REAL ESTATE MORTGAGE NOTE

And Whereas, Mortgagors 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,

Cary Frank Wiggins

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to wit:

See EXHIBIT "A" for METES AND BOUNDS LEGAL DESCRIPTION

Subject to current taxes, all matters of public record, including, but not limited to easements, covenants and restrictions of record, the rights of others to use Snow Drive, and other matters which may be viewed by observation, Mineral and mining rights excluded.

Said property is warranted free from all incumbrances 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 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 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 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 sums expended by the said Mortgagee 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 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 the 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 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 cash, 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 may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, 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 agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this 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 Cary Frank Wiggins

have hereunto set his signature and seal, this 18th. day of April , ~~19~~2003

Cary Frank Wiggins (SEAL)

By Joanna Lynn Stokes POA (SEAL)

_______________ (SEAL)

_______________ (SEAL)

THE STATE of ALABAMA

SHELBY COUNTY }

I, the undersigned , a Notary Public in and for said County, in said state,

hereby certify that Cary Frank Wiggins' ATTORNEY IN FACT, JOANNA LYNN STOKES

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 have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18th. day of April , ~~19~~ 2003.

My Commission Expires April 1, 2007 [signature] Notary Public

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THE STATE of

COUNTY }

I, a Notary Public in and for said county, in said State,

hereby certify that

whose name as _______________ of _______________ , a corporation, 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 such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this day of , 19

_______________ Notary Public

Return to:

TO

MORTGAGE

STATE OF ALABAMA
COUNTY OF

Recording Fee $
Deed Tax $
$

This form furnished by
Cahaba Title, Inc.
RIVERCHASE OFFICE
1900 Indian Lake Drive
Birmingham, Alabama 35244
(205) 988-5600
EASTERN OFFICE
1100 East Park Drive, Suite 302
Birmingham, Alabama 35235

20030430000263720 Pg 3/3 62.00
Shelby Cnty Judge of Probate,AL
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EXHIBIT "A"

Parcel I:

Commence at the Southwest corner of the SW ¼ of the NE ¼ of Section 18, Township 21 South, Range 2 West, Shelby County, Alabama and run thence Northerly along the West line of said ¼ - ¼ 412.00 feet to the point of beginning of the property being described; thence continue along last described course 150.04' to a point; thence turn 89°05'54" right and run Easterly 575.86 feet to a point; thence turn 70°39'45" right and run Southeasterly 158.94 feet to a point; thence turn 109°19'58" right and run Westerly 630.86 feet to the point of beginning.

Parcel II:

Commence at the Southwest corner of the SW ¼ of the NE ¼ of Section 18, Township 21 South, Range 2 West, Shelby County, Alabama; and run thence Northerly along the West line of said ¼ - ¼ 562.04 feet to the point of beginning of the property being described; thence turn 89°05'54" right and run Easterly 575.86 feet to a point; thence turn 109°16'58" left and run Northwesterly 196.91 feet to a point; thence turn 70°48'06" left and run Westerly 174.31 feet to a point; thence turn 90°02'29" left and run Southerly 35.02 feet to a point; thence turn 90°04'13" right and run Westerly 333.98 feet to a point on the same said West line of said SW ¼ of the NE ¼; thence turn 88°56'29" left and run Southerly 150.29 feet to the point of beginning.

All being situated in Shelby County, Alabama.