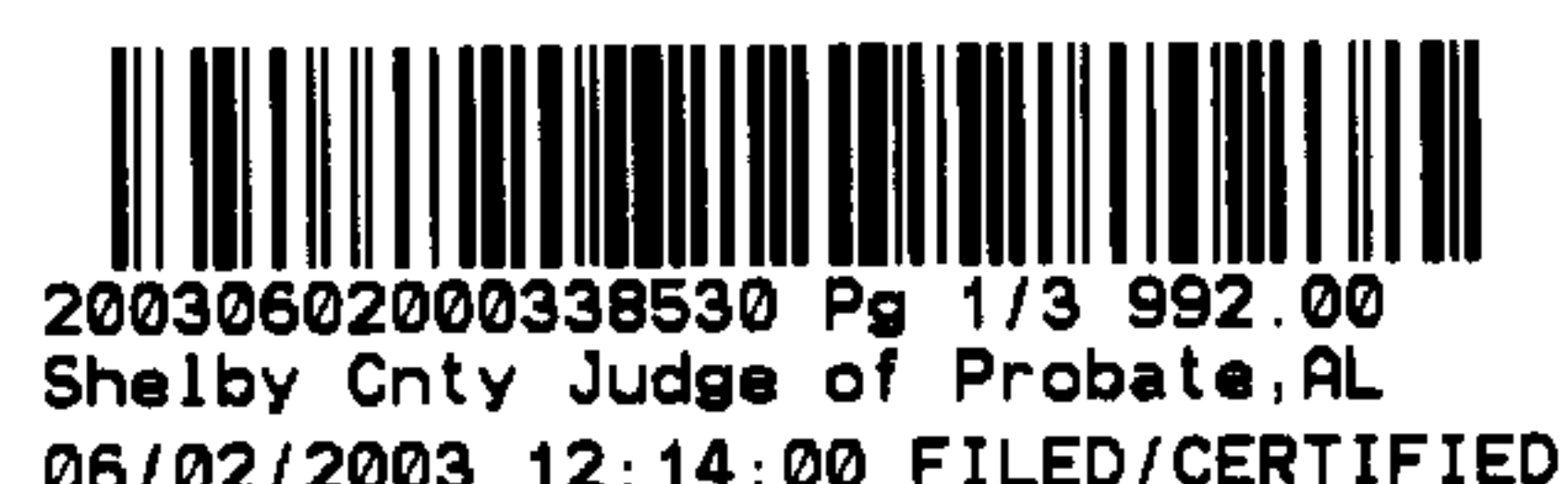


855-7507



MORTGAGE

STATE OF ALABAMA)
 (
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of our indebtedness to Crockett National Bank, 502 South Koenigheim Suite 1D, San Angelo, Texas 76903, in the just sum of SIX HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$ 650,000.00) which is evidenced by our promissory waiver note bearing date of 10th day of February, 2003, and having a final payment due on the 10th day of February, 2004, and any other debt we, or either of us, may hereafter owe to said payee before the payment of this note, and to secure the payment of said indebtedness we do hereby grant, bargain, sell and convey unto the said Crockett National Bank the following property, the unencumbered title to which we guarantee to be in the undersigned, and situated and being now in the County of Shelby and State of Alabama, and the title to which we hereby warrant to be free from any mechanic's lien, judgment lien, or statutory lien of any nature whatever, and that we are in the peaceable possession of said property hereinafter mentioned and conveyed. And it is agreed that the undersigned shall have the possession of said property, and to have the lawful use of the same, and that they shall use all due diligence to prevent a waste or misuse of said property and to abstain from all such use of said property as would injure the rights of the mortgagee and impair the security as intended in this mortgage. And it is expressly agreed that the mortgagee may with the proper legal words and phrases, assign this mortgage, and that the assignee shall have all of the powers of sale and all privileges that vest in the mortgagee under this conveyance. The said property intended to be conveyed being namely:

Lot 17, according to the Survey of Greystone, 7th Sector, Phase II, as recorded in Map Book 18, Page 121, in the Probate Office of SHELBY County, ALABAMA.

Together with the nonexclusive easement to use the private roadways, Common Areas and Hugh Daniel Drive, all as more particularly described in the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated November 6, 1990 and recorded in Real 317, Page 260 in the Probate Office of Shelby County, Alabama, and all amendments thereto.

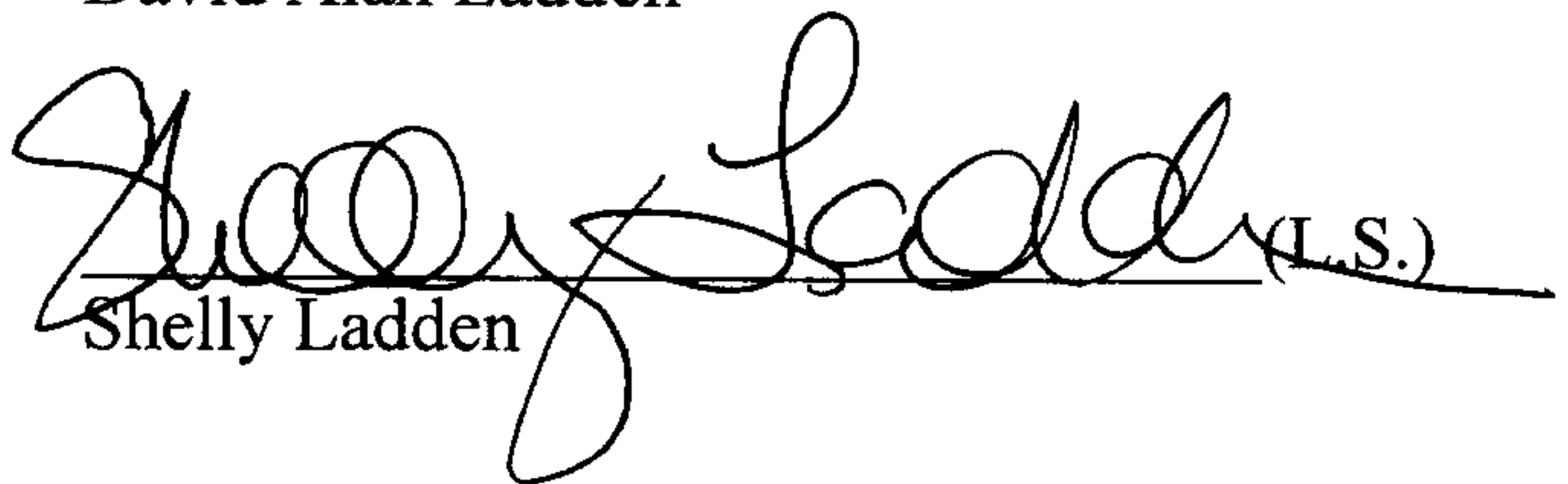
TO HAVE AND TO HOLD unto the said payee, its successors and assigns forever. Upon condition, however, if the undersigned pay or cause said note to be paid at maturity, then this conveyance shall be void; but if the undersigned, fail to pay the same or any part thereof, when due, or remove, sell, consume or destroy the said property or any part thereof, or if said property or any part thereof is levied upon under legal process before said note is due or paid in full, in any such event the payees or holder of said note or agent, is hereby authorized to take possession of said property, and after advertising the time, place and terms of sale by posting notices in three public places in Shelby County, Alabama, or by publication in some newspaper published therein, for fifteen days before the sale to sell the said property or so much thereof as may be necessary at public auction to the highest bidder for cash and out of the proceeds to pay first the costs and expenses incident to this mortgage and the foreclosure thereof including reasonable attorney's fee for collecting this debt; secondly, the amount with interest due or unpaid on said note; and the surplus, if any, to be returned to the undersigned. It is hereby expressly stipulated that the said payee or assignee, or holder of said note or its agent may become the purchaser at any sale hereunder.

WITNESS our hands and seals this 10th day of February, 2003.



(L.S.)

David Alan Ladden

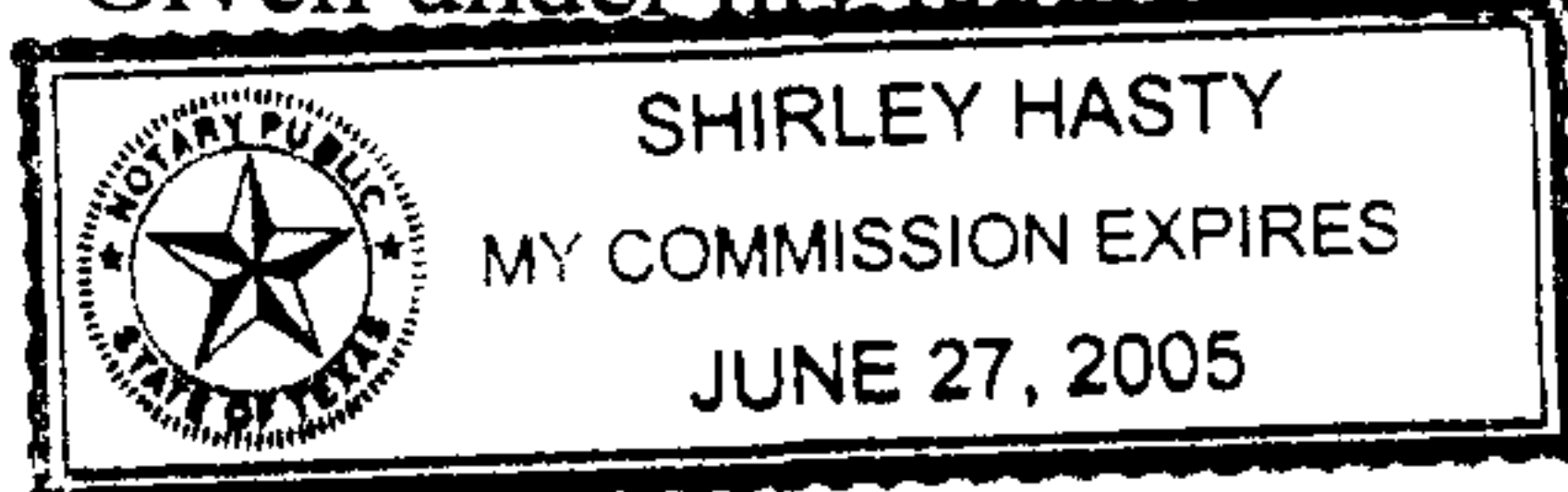


Shelly Ladden

STATE OF TEXAS)
 (
TOM GREEN COUNTY)

I, the undersigned authority in and for said County, in said State, hereby certify that **David Alan Ladden and wife, Shelly Ladden**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that being informed of the contents of the instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of February, 2003.



Shirley Hasty
Notary Public, Tom Green County, Texas.

My commission expires:

6-27-05

This Instrument Prepared By:
Jonathan A. (Alex) Brown
YOUNG & BROWN, P.C.
Attorney at Law
P. O. Box 648
Vernon, AL 35592