

REAL ESTATE MORTGAGE

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS: That, whereas, the undersigned, RAYMOND K. PARKER, (hereinafter called the Mortgagor) has become justly indebted to BARBARA W. CUSIMANO (hereinafter called the Mortgagee) in the principal sum of One Hundred Six Thousand Five Hundred and No/100 Dollars (\$106,500.00) as evidenced by that certain Promissory Note executed contemporaneously herewith and payable according to the terms of said Promissory Note.

NOW, THEREFORE, in consideration of said indebtedness, and any additional indebtedness owing by the Mortgagor to the Mortgagee prior to the full payment of the indebtedness herein secured, and to secure the prompt payment of the same and each installment thereof, the said Mortgagor, RAYMOND K. PARKER, does hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate, to-wit:

A parcel of land located in the SE ¼ of the SW ¼ and the SW ¼ of the SW ¼ of Section 4, Township 18 South, Range 1 East, Shelby County, Alabama, said property being more particularly described as follows:

Commence at the SW corner of Section 4, Township 18 South, Range 1 East, Shelby County, Alabama; thence, run in an easterly direction and along the South line of said Section a distance of 1091.61 feet to a point on the center line of Shoal Creek, also being a POINT OF BEGINNING of the herein described parcel. Thence, run in a northeasterly, thence easterly, thence southeasterly direction along the center line of Shoal Creek a distance of 1,875 feet, more or less, to a point on the South line of said Section; thence, run in a westerly direction along the South line of said Section a distance of 135.97 feet to a point; thence, turn an interior angle of 180 deg. 03 min. 00 sec. and run to the left in a westerly direction and along the South line of said Section a distance of 231.71 feet to a point; thence, turn an interior angle of 179 deg. 57 min. 00 sec. and run to the right in a westerly direction and along the South line of said Section a distance of 129.11 feet to the SW corner of the SE ¼ of the SW ¼ of said Section; thence, turn an interior angle of 179 deg. 49 min. 00 sec. and run to the right and in a westerly direction and along the South line of said Section a distance of 256.37 feet to the POINT OF BEGINNING of the herein described parcel.

The above described sum represents the entire amount advanced or to be advanced under this mortgage.

The said Mortgagor covenants with the said Mortgagee and the successors and assigns of the Mortgagee, that the Mortgagor will warrant and defend the title to said property against the lawful claims of all persons.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee and the successors and assigns of the Mortgagee forever.

And to further secure the payment of said indebtedness, the Mortgagor does hereby agree:

(1) To pay all taxes and assessments legally imposed upon said property, and, should default be made in the payment thereof, the Mortgagee shall have the option to pay the same.

(2) To keep the buildings now located on the property and hereafter erected insured to full value against loss by fire and extended coverage in some company or companies acceptable to said Mortgagee; loss, if any, payable to Mortgagee as the Mortgagee's interest may appear, by standard mortgage clause, and deliver the policy, or policies, to the Mortgagee, or assigns of the Mortgagee, and upon failure to keep said property so insured, the Mortgagee, or assigns, may so insure said property, the insurance, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by Mortgagee, or assigns, shall become a debt additional to the indebtedness hereby specially secured, shall be covered by this mortgage, and shall bear interest from date of payment and be payable on demand.

(3) If all or any part of the Real Estate or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage (b) the creation of a purchase money security interest for household appliances (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) by the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the Real Estate is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request.

Upon condition, however, that if Mortgagor shall pay said note, and reimburse Mortgagee for any amounts 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 sum secured hereby, or should said note, or any part or installment thereof, or the interest thereon, remain unpaid at maturity, or should the enforcement of any prior lien or encumbrances thereon be commenced, then, in any one of said events, all of said indebtedness secured hereby shall at once become due and payable, and this mortgage subject to foreclosure, and the Mortgagees, or the agents or assigns of the Mortgagees, are authorized, with or without taking possession of the premises, after giving notice by publication once a week for three successive weeks of the time, place, and terms of sale, together with a description of the property to be sold, by publication in some newspaper published in Shelby County, Alabama, sell the same in bulk and as a whole, or in parcels, at option of Mortgagee, or assigns, in front of the Courthouse of said of said County, at public outcry to the highest bidder, for cash, and apply 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 may be necessary to expend, in paying insurance, taxes, assessments or other encumbrances, with interest thereon; third, to the payment of said note, 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, be turned over to Mortgagor or assigns. And the Mortgagor hereby authorizes and empowers the Mortgagee, or assigns or personal representatives of the Mortgagee or the person acting as auctioneer at foreclosure sale, to execute and deliver in the name of the Mortgagor, a good and sufficient deed and conveyance to said property or any part thereof to the purchaser or purchasers at foreclosure sale.

The Mortgagee, or agents or assigns, may bid at said sale and purchase said property, if the highest bidder therefor; and should this mortgage be foreclosed in equity a reasonable attorney's fee therefor shall be included as a part of the debt hereby secured.

So long as any of the indebtedness secured hereby shall remain outstanding and unpaid, Mortgagors agree that in the event said mortgaged real estate herein is determined to be affected by the Federal National Flood Act, Title 42 U.S.C. 4001, et seq., Mortgagors will comply with said Federal laws and regulations and purchase, if required, the necessary flood insurance covering said property, said policy to be deposited with Mortgagee, premium paid, with provision that loss, if any, be payable to Mortgagee as its interest may appear. If Mortgagors fail or refuse to insure said property as required by law, Mortgagee, or its assigns, may, at its election, purchase the necessary insurance; thereafter having all rights and remedies provided by Paragraph 2 of this mortgage.

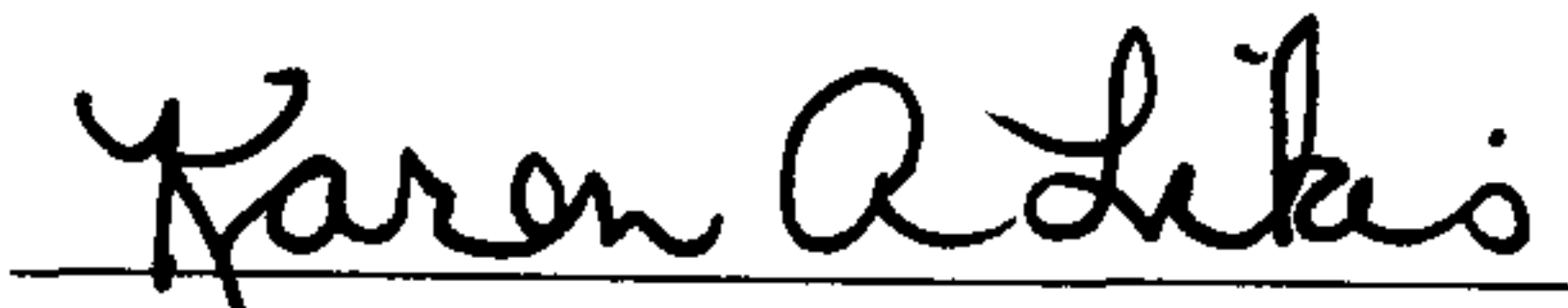
WITNESS my hand and seal this the 6th day of FEB, 2004.

 (SEAL)
Raymond K. Parker

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned authority in and for said County and State, hereby certify that RAYMOND K. PARKER, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 6th day of February, 2004.


Notary Public
My Commission Expires: 5-28-07

This instrument prepared by:
William N. Dunn, Attorney at Law
Post Office Box 381263
Birmingham, Alabama 35238