

This instrument was prepared by:
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MORTGAGE DEED

STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

STEPHEN H. LEE, A married MAN

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

FRED RICHARDS AND SARAH JO RICHARDS

(hereinafter called "Mortgagee", whether one or more),

in the sum of ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00)
evidenced by a mortgage note.

And whereas, Mortgagors agreed, in incurring said indebtedness, which this mortgage should be
given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

STEPHEN H. LEE

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 ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

~~THIS PROPERTY CONSTITUTES NO PART OF THE HOMESTEAD OF THE MORTGAGOR,
OR OF HIS SPOUSE.~~

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

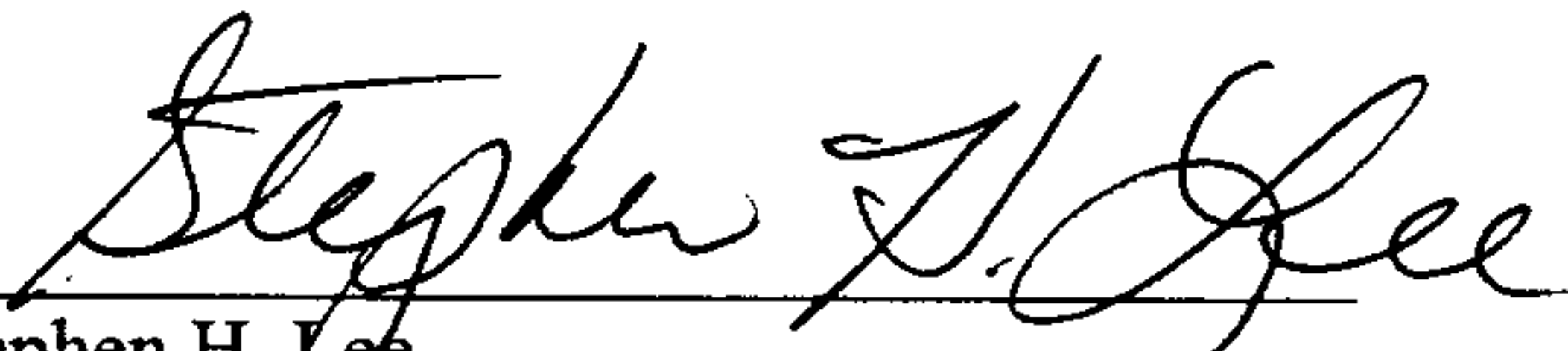
To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should 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 sum 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 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 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

STEPHEN H. LEE

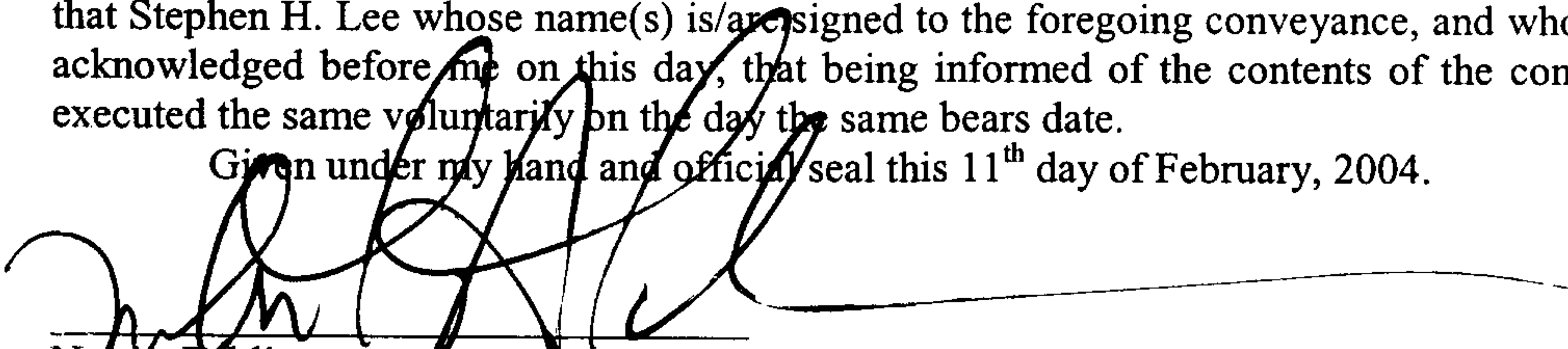
Have hereunto set her signature and seal, this 21st day of January, 2004.


Stephen H. Lee

STATE OF ALABAMA
SHELBY COUNTY

I, MICHAEL T. ATCHISON, a Notary Public in and for said County, in said State, hereby certify that Stephen H. Lee whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me acknowledged before me on this day, that being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of February, 2004.



Notary Public
My commission expires: 10-16-04

EXHIBIT "A"
LEGAL DESCRIPTION

All of Lots 6, 7, 8 and 9 of Paradise Cove - Phase 2, as recorded in Shelby County, Alabama, being more particularly described as follows:
Commence at the NW corner of the SW 1/4 of the SE 1/4 of Section 23, Township 21 South, Range 1 East; thence run West along the North line thereof for 1316.02 feet to the Easterly right of way of Paradise Cove Road; thence 89 degrees 49 minutes left run Southerly along said right of way 202.02 feet to the NW corner of Lot 1, of said subdivision; thence 90 degrees left run Easterly along the North line of Lot 1, 161.0 feet; thence 90 degrees right run Southerly 20.00 feet to the NW corner of Lot 2 of said subdivision; thence 90 degrees left run Easterly 399.69 feet to the NE corner of Lot 4 of said subdivision; thence 90 degrees 05 minutes 20 seconds right run southerly along the East line of said Lot 4, 256.19 feet to the NW corner of Lot 9 and the point of beginning; thence continue along the last described course 150.00 feet; thence 89 degrees 43 minutes 40 seconds right run Westerly 34.00 feet to the NW corner of Lot 8; thence 90 degrees 16 minutes 20 seconds left run southerly along the East line of said Lot 4, 362.49 feet to the NW corner of Lot 5; thence 50 degrees 09 minutes 38 seconds left and run southeasterly 571.60 feet to the northwesterly right of way of Paradise Cove road; thence 113 degrees 09 minutes 38 seconds left run northeasterly along said right of way 505.00 feet to a point on a curve to the right, having a radius of 396.80 feet, a central angle of 30 degrees 30 minutes 00 seconds; thence run along said curve and said right of way an arc length of 211.23 feet; thence continue along the last described course 168.81 feet to a point of a curve to the left, having a radius of 30.00 feet, a central angle of 77 degrees 20 minutes 04 seconds; thence run along said curve and said right of way an arc length of 40.49 feet to the westerly right of way of Paradise Cove Lane and a point of a curve to the right, having a radius of 423.79 feet, a central angle of 5 degrees 06 minutes 14 seconds; thence continue along said right of way and run along said curve an arc length of 40.22 feet; thence continue along the last described course 115.55 feet to the NE corner of the aforesaid Lot 9; thence 75 degrees 35 minutes 42 seconds left run westerly along the North line of said Lot 9 for 883.70 feet to the aforesaid NW corner of Lot 9 and the point of beginning; being situated in the SE 1/4 of SW 1/4 and SW 1/4 of SE 1/4 of Section 23, Township 21 South, Range 1 East, Shelby County, Alabama.