

MORTGAGE

This instrument was prepared by:
Frank K. Bynum
#17 Office Park Circle
Birmingham, AL 35223

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF SHELBY)

That Whereas, Karen D. Dailey, an unmarried woman (hereinafter called "Mortgagor"), is justly indebted, to Andrea K. Leo (hereinafter called "Mortgagee") in the sum of Twelve thousand two hundred fifty and no/100 Dollars (\$12,250.00), evidence by one promissory note of even date herewith more particularly describing the terms and conditions therein.

And Whereas, Mortgagor 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 Mortgagor, and all others executing this mortgage, does 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

Subject to existing easements, restrictions, set back lines, rights of way, limitations, if any, of record.

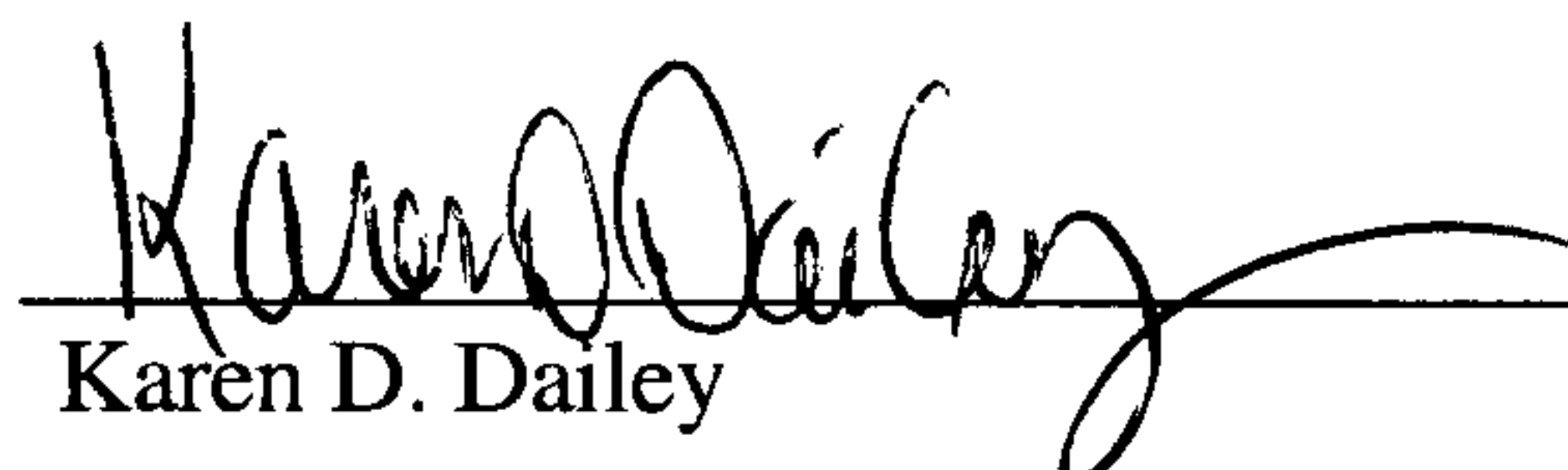
Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

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, 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 by hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once becomes 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 encumbrances, 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 therefore; 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 Karen D. Dailey has hereunto set her signature and seal, this 23rd day of April, 2003.

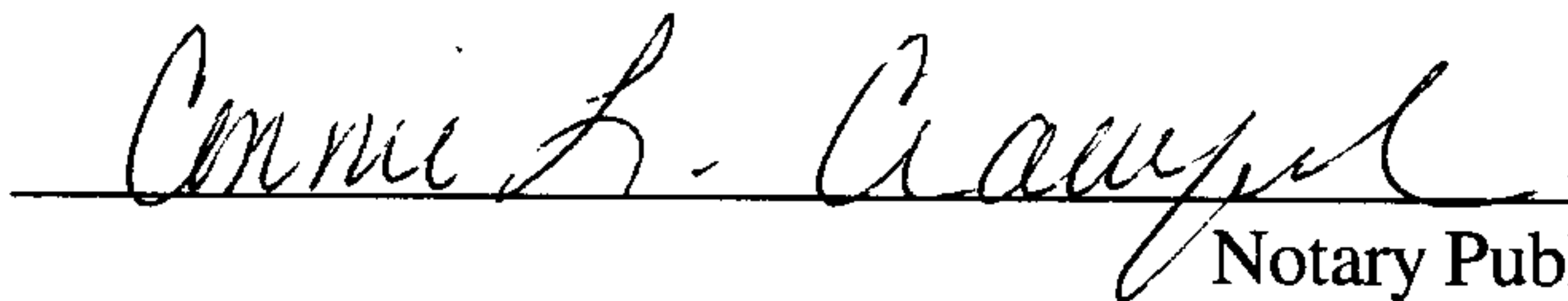
 (Seal)
Karen D. Dailey

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Karen D. Dailey, an unmarried woman, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 23rd day of April, 2003.


Notary Public

My Commission Expires: 1-13-2007

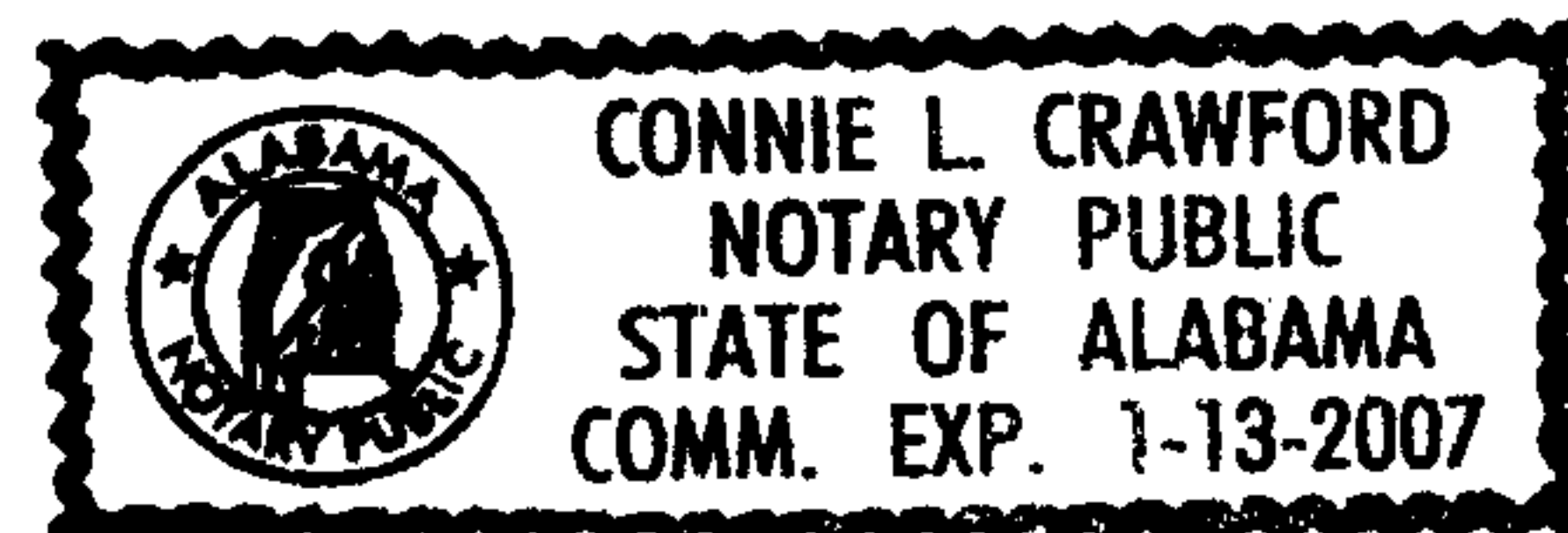


EXHIBIT "A"

"C," Building 9, Phase II, of Chandalar South Townhouses , as recorded in Map Book 7, Page 166, located in the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 1, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southeast corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence in a Northerly direction along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section, a distance of 980.76 feet; thence 90 degrees left, in a Westerly direction a distance of 194.64 feet; thence 90 degrees left, in a Southerly direction, a distance of 97.03 feet to the corner of a wood fence that extends across the frons of Units "A," "B," "C," and "D" of said building 9; thence 85 degrees 51 minutes right, in a Southwesterly direction along the outer face of said wood fence extending across the from of Unit "D" a distance of 24.15 feet to the point of beginning; thence continue a Southwesterly direction along the outer face of said wood fence extending across the front of Unit "C" a distance of 18.8 feet to the centerline of wood fence common to Units "B" and "C"; thence 90 degrees right, in a Northwesterly direction along the centerline of said wood fence, a party wall and another wood fence both common to Units "B" and "C", and the Southwest outer face of a storage building, a distance of 71.94 feet to the Northwest corner of said storage building; thence 90 degrees right in a Northeasterly direction along the Northwest outer face of said storage building, a distance of 6.4 feet to the Northeast corner of said storage building; thence 90 degrees right, in a Southeasterly direction along Northeast outer face of said storage building, a distance of 4.3 feet to a point on the outer face of a wood fence extending across the back of Unit "C" thence 90 degrees left, in a Northeasterly direction along the outer face of said wood fence, a distance of 14.1 feet to the centerline of a wood fence common to Units "C" and "D"; thence 90 degrees right, in a Southeasterly direction along the centerline of said wood fence, a party wall and another wood fence, both common to Units "C" and "D" a distance of 67.64 feet to the point of beginning.