

SECOND MORTGAGE

STATE OF ALABAMA)
JEFFERSON COUNTY)

Know All Men by These Presents: That Whereas Michael G. Brogden and Lyric A. Brogden (hereinafter called Mortgagors), in the sum of Seven Hundred Five Thousand and 00/100 Dollars (\$7,500.00), evidenced by a promissory note of even date herewith payable in one installment on the anniversary date of the signing of the Settlement Agreement and General Release, if not sooner paid.

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

Now therefore, in consideration of the premises, said Mortgagors do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

Lot 169 of Chandalar South, Third Sector, as recorded in Map Book 6, Page 68, in the Probate Office of Shelby County, Alabama.

Mortgagors' Address: 1833 Hamilton Road, Pelham, Alabama

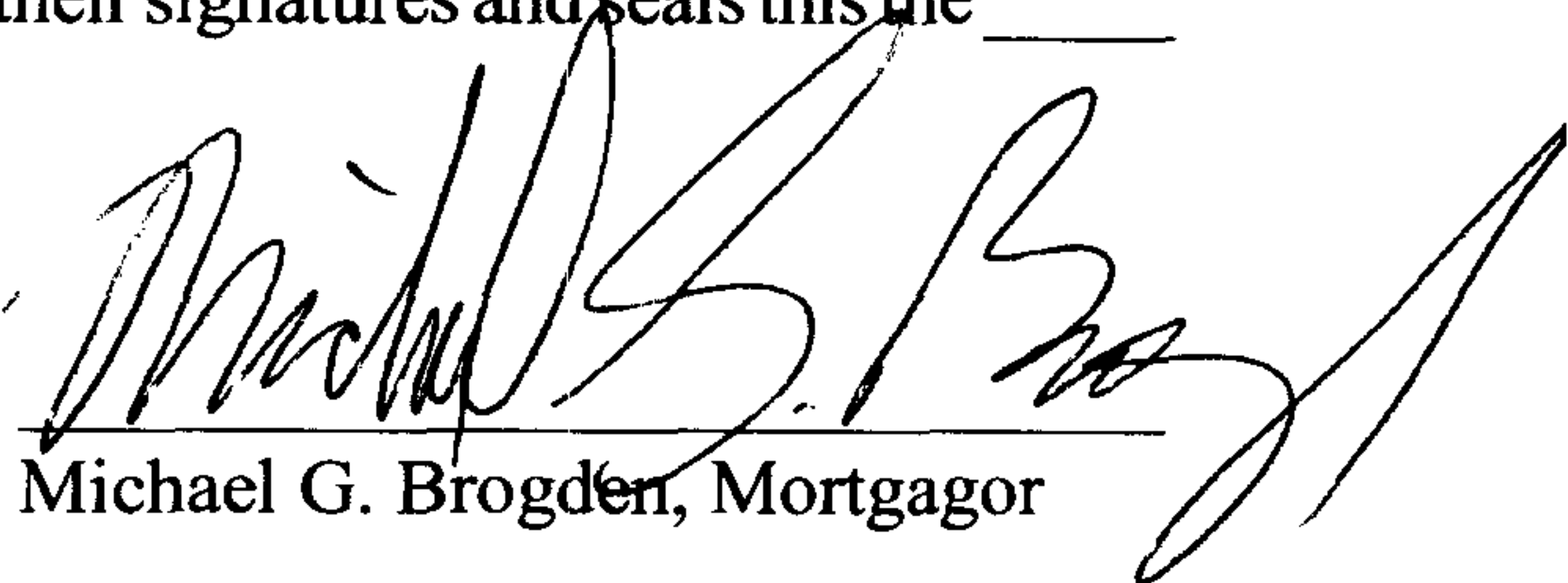
Said property is subject to a first mortgage held by Wells Fargo.

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 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 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 the interest thereon 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 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 attorneys 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 attorneys 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.

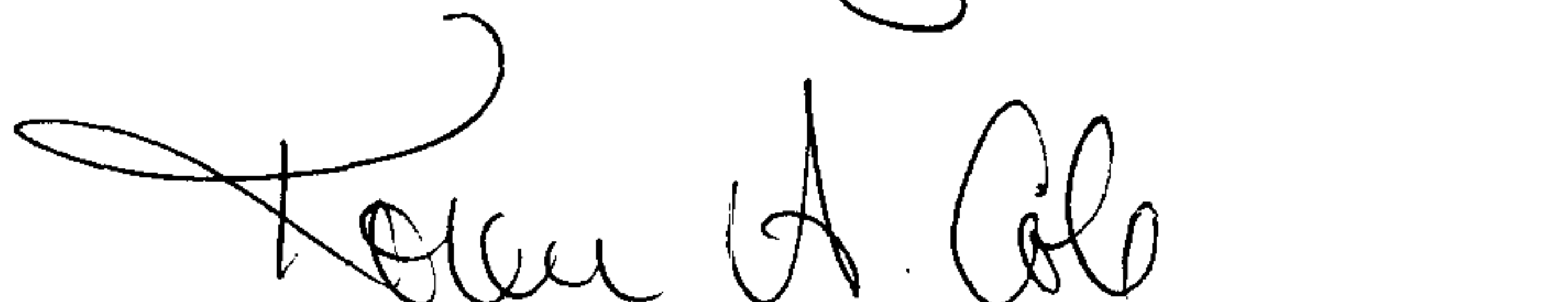
In Witness Whereof the undersigned have hereunto set their signatures and seals this the
day of May 17, 2004.

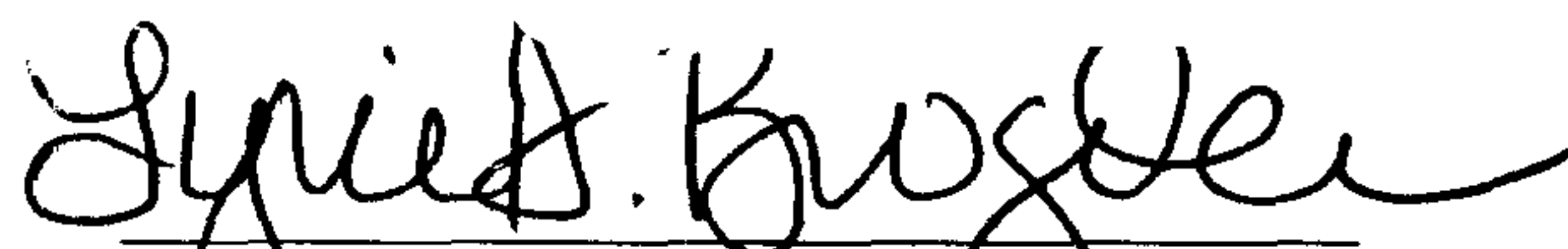

Michael G. Brogden, Mortgagor

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, a Notary Public for the State at Large, hereby certify that Michael G. Brogden whose name is signed to the foregoing Mortgage, who is known to me acknowledged before me on this day, that, being informed of the contents of the Mortgage, it was executed voluntarily on the day the same bears date.

Given under my hand and official seal of office on this the 17 day of May, 2004.

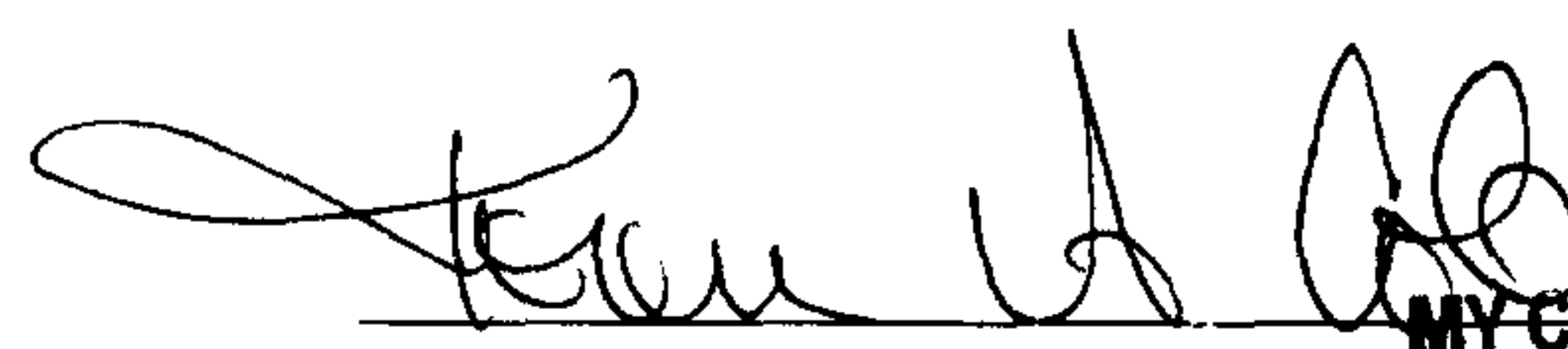

Notary Public MY COMMISSION EXPIRES
My Commission Expires: OCTOBER 8, 2007.


Lyric A. Brogden, Mortgagor

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, a Notary Public for the State at Large, hereby certify that Lyric A. Brogden whose name is signed to the foregoing Mortgage, who is known to me acknowledged before me on this day, that, being informed of the contents of the Mortgage, it was executed voluntarily on the day the same bears date.

Given under my hand and official seal of office on this the 17 day of May,
2004.


Notary Public
My Commission Expires: _____
MY COMMISSION EXPIRES
OCTOBER 8, 2007.

This instrument was prepared by:
J. Gusty Yearout
YEAROUT & TRAYLOR, P.C.
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