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STATE OF ALABAMA)
COUNTY OF SHELBY)

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPLE BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE NOTE HOLDER IS UNDER NO OBLIGATION TO RE-FINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU MONEY.

PURCHASE MONEY BALLOON MORTGAGE



KNOW ALL MEN BY THESE PRESENTS : That Whereas, MICHAEL DEAN BENTON ^{single} and WENDY J. THOMAS, (hereinafter called "Mortgagors"), are justly indebted to M & M LIVING TRUST whose address is 2107 TOLUCA DR., CARROLLTON, TX 75006-1829, (hereinafter called "Mortgagee") in the sum of FORTY-SIX THOUSAND FIVE HUNDRED and NO/100THS DOLLARS (\$46,500.00) evidenced by a promissory note of even date, and

Wendy J. Thomas, single person and Michael Dean Benton, a single person

Whereas, Mortgagors 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 Mortgagors do hereby grant, bargain, sell, and convey unto Mortgagee the following described real estate, situated in Shelby County, Alabama, to-wit:

A PARCEL OF LAND SITUATED IN SECTION 3, TOWNSHIP 22 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE RUN NORTH 01 DEGREES 54 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 1474.73 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 73 DEGREES 29 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 373.42 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF ALABAMA HIGHWAY 145; THENCE RUN NORTH 15 DEGREES 18 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 1197.54 FEET; THENCE RUN SOUTH 01 DEGREES 54 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 1261.94 FEET TO THE POINT OF BEGINNING.

The entire proceeds from the indebtedness secured by this mortgage were used to purchase the above described property.

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, 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 the 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, but in any event not less than the original mortgage amount, 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.

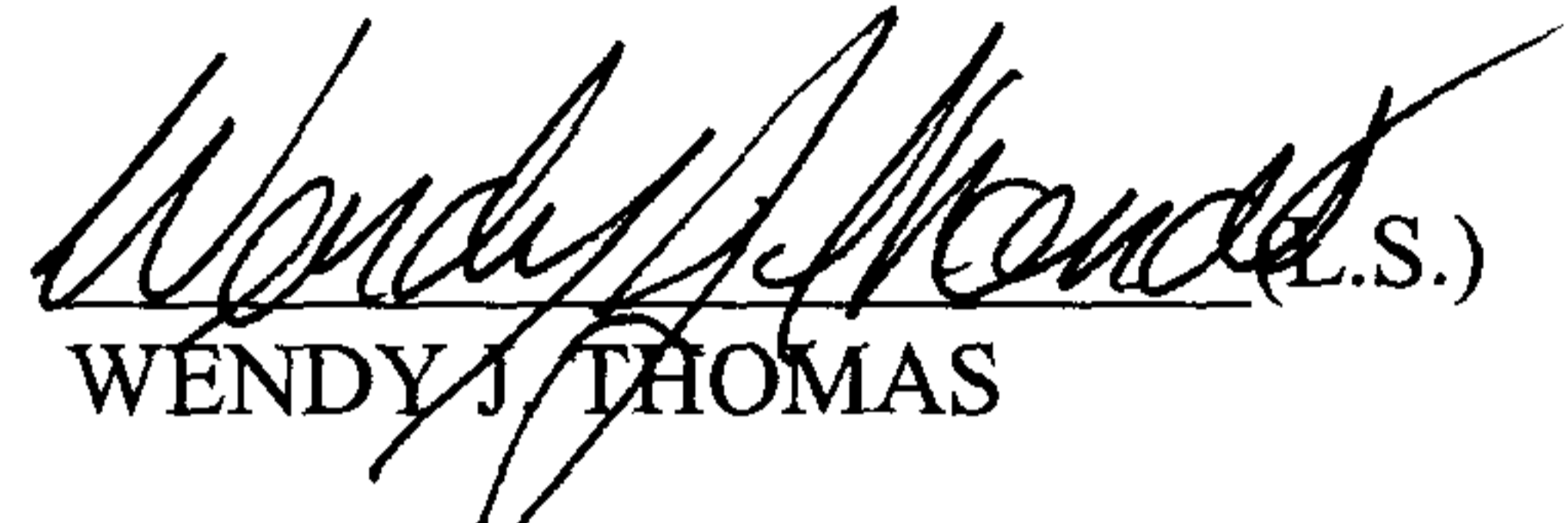
Upon condition, however that if the said Mortgagors pay said indebtedness, and reimburses said Mortgagee or assigns for any amount Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should any of the following conditions occur: (a) a default in the terms and condition of the real estate mortgage note secured by this conveyance, (b) any default be made in the payment of the indebtedness or any sum expended by the said Mortgagee or assigns, or should indebtedness hereby secured, or any part thereof, or the interest thereon remain unpaid at maturity, or (c) 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 shall 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 Courthouse 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 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 Mortgagors 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, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned, MICHAEL DEAN BENTON and wife, WENDY J. THOMAS have hereunto set their signature(s) and seal(s), this 28th day of June, 2004.

CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS DOCUMENT BEFORE SIGNING IT.


MICHAEL DEAN BENTON (L.S.)

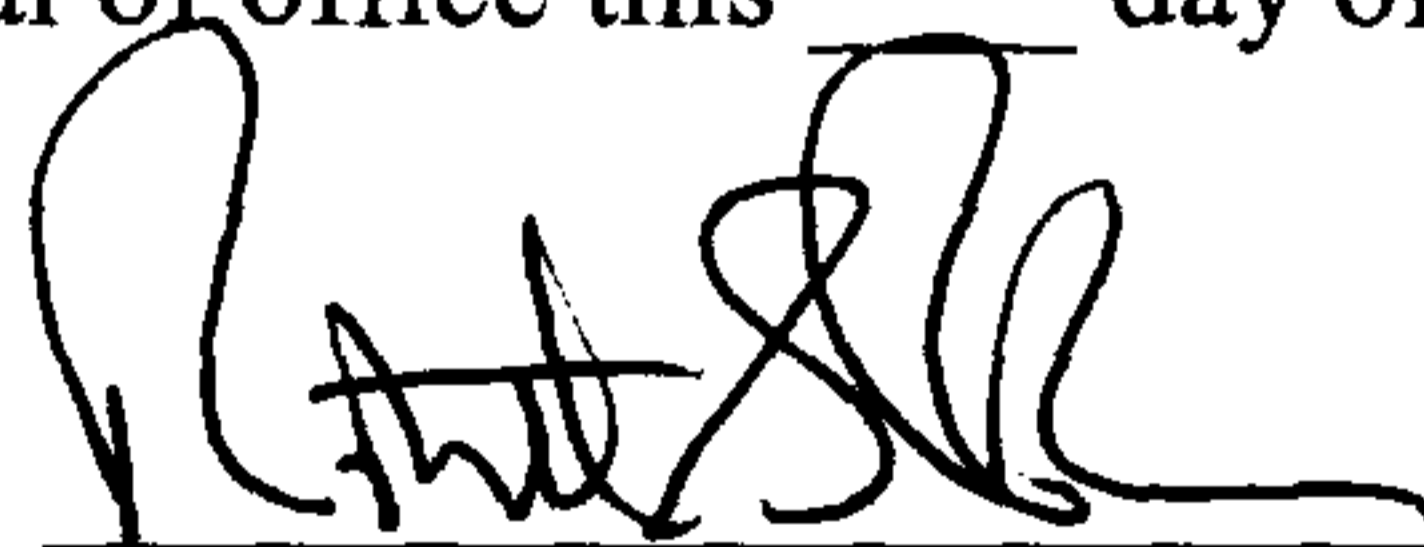

WENDY J. THOMAS (L.S.)

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that MICHAEL DEAN BENTON and wife, WENDY J. THOMAS, whose name are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this date that, being informed of the conveyance, they executed the same voluntarily on the day same bears date.

Given under my hand and seal of office this 28th day of June, 2004.



Notary Public
My commission expires: 7/1/06

This Instrument was prepared by:
R. Shan Paden
PADEN & PADEN
5 RIVERCHASE RIDGE, SUITE 100
Birmingham, AL 35244