

STATE OF ALABAMA)

COUNTY OF SHELBY)

PURCHASE MONEY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Whereas, ROBERT A. MCRAE (hereinafter called "Mortgagor"), is justly indebted to DAVID LUTHER ALLEN and PAMELA JENNINGS ALLEN (hereinafter collectively called "Mortgagee") in the sum of Four Hundred Thousand and 00/100 Dollars (\$400,000.00) evidenced by a purchase money mortgage note of even date, and

Whereas, Mortgagor agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof. *THIS IS NOT THE HOMESTEAD OF ROBERT A. MCRAE OR THAT OF HIS SPOUSE.

NOW THEREFORE, in consideration of the premises, said Mortgagor, and all others executing this mortgage, do hereby grant, bargain, sell, and convey unto Mortgagee the following real estate, situated in Shelby County, Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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 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, lightening 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 fails to keep said property insured as above specified, or fails 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 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 promissory 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 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 have hereunto set their signature(s) and seal(s) this 12th day of JANUARY, 2005.

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


ROBERT A. MCRAE

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that ROBERT A. MCRAE, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the conveyance, he executed the same voluntarily on the date the same bears date.

Given under my hand and seal of office this 12th day of JANUARY, 2005.



Notary Public

My commission expires: 9.29.06

This Instrument was prepared by:

George M. Vaughn
Paden & Paden
5 Riverchase Ridge, Suite 100
Birmingham, Alabama 35244

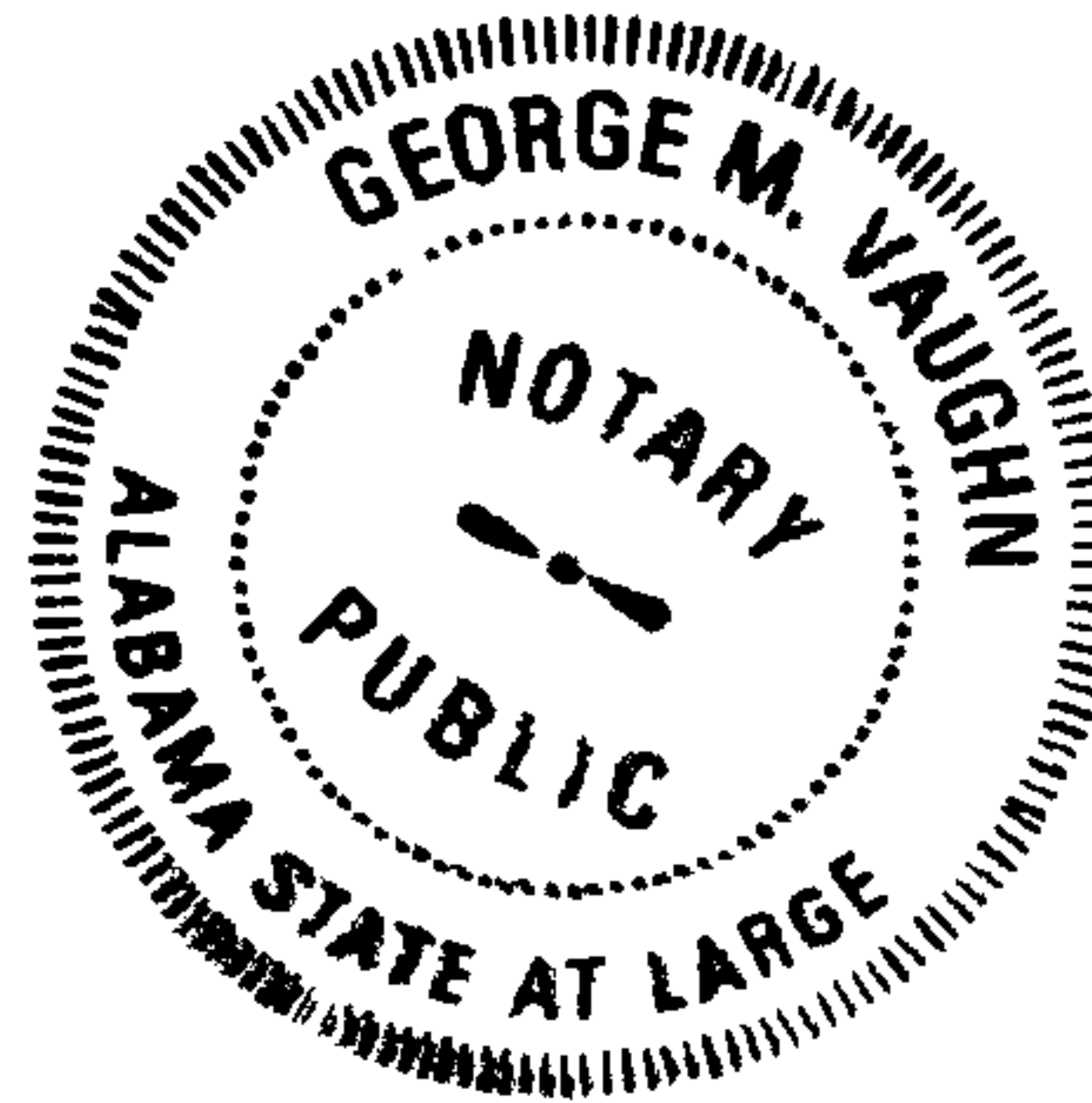


EXHIBIT "A"

A parcel of land being a part of Lot 14-B of Riverchase Trace Center First Addition as recorded in Map Book 15, Page 99 in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest Corner of Lot 14-B of Riverchase Trade Center - FIRST ADDITION as recorded in Map Book 15 Page 99 in the Office of the Judge of Probate of Shelby County, Alabama; thence run South 89.73 feet along the West lot line of Lot 14—B to the Point of Beginning; thence an interior angle right of 112 deg. 20 min. 24 sec. southeasterly 139.26 feet; thence an interior angle right of 193 deg. 42 min. 15 sec. a distance of 63.84 feet; thence an interior angle right of 195 deg. 43 min. 24 sec. a distance of 65.78 feet to the Southeasterly lot line of Lot 14—B; thence running along the exterior boundary of Lot 14-B, the following six courses, turn an interior angle left of 109 deg. 47 min. 29 sec. Southwesterly a distance of 35.00 feet; thence an interior angle left of 269 deg. 25 min. 40 sec. Southeasterly a distance of 17.01 feet; thence an interior angle left of 90 deg. 03 min. 10 sec. Southwesterly a distance of 173.63 feet; thence an interior angle left of 82 deg. 32 min. 26 sec. Northwesterly a distance of 36.99 feet; thence an interior angle left of 269 deg. 24 min. 15 sec. southwesterly a distance of 146.61 feet; thence an interior angle left of 40 deg. 33 min. 04 sec. Northerly a distance of 414.08 feet to the Point of Beginning.

Also, non-exclusive easement rights granted in Instrument #1998-34666 to the Common Access described as follows: A parcel of land being a non-exclusive easement to: A part of Lot 14-B of Riverchase Trade Center-First Addition being a resurvey of Lot 14, Riverchase Trade Center and a part of the SE ¼ of the SE ¼ of Section 25, Township 19 South, Range 3 West, as recorded in Map Book 15 page 99 in the Probate Office of Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest Corner of Lot 14-B of Riverchase Trade Center-First Addition as recorded in Map Book 15 page 99 in the Office of the Judge of Probate of Shelby County, Alabama; thence run South 89.73 feet along the West lot line of Lot 14-B; thence an interior angle right of 112 degrees 20 minutes 24 seconds Southeasterly 73.20 feet to the Point of Beginning; thence continue along that last described course for a distance of 66.06 feet; thence 74 degrees 44 minutes 53 seconds left Northeasterly a distance of 32.21 feet thence right 90 degrees 00 minutes 00 seconds Southeasterly a distance of 75.00 feet; thence right 37 degrees 22 minutes 46 seconds Southeasterly a distance of 65.32 feet to the Southeasterly lot line of Lot 14-B; thence right 46 degrees 27 minutes 40 seconds Southwesterly a distance of 20.00 feet along the Southeasterly lot line of Lot 14-B; thence right 95 degrees 20 minutes 02 seconds Northwesterly a distance of 192.78 feet; thence right 90 degrees 00 minutes 00 seconds Northeasterly a distance of 10.00 feet to the Point of Beginning.

All being situated in Shelby County, Alabama.