

STATE OF ALABAMA)
SHELBY COUNTY)

**M O R T G A G E
AND
ASSIGNMENT OF RENTS AND LEASES**

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the undersigned, **GERMAN DANIEL HIDALGO**, an unmarried person (hereinafter called "Mortgagor", whether one or more) has this day become justly indebted for money loaned from **JEFFREY G. BRYAN AND CHRISTI P. BRYAN** (hereinafter called the "Mortgagee") in the sum of **One Hundred Sixteen Thousand and No/100 Dollars (\$116,000.00)** in lawful money of the United States of America, and have agreed to pay same according to the terms of a certain promissory note bearing even date herewith ("Note"), payable according to the terms of said Note.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) to the undersigned Mortgagor in hand paid by the Mortgagee, the receipt whereof is hereby acknowledged, and for the purpose of securing the prompt payment of said indebtedness as it becomes due, the said Mortgagor, does hereby grant, bargain, sell, and convey to the Mortgagee the following described real property situated in SHELBY County, State of Alabama, to-wit (the "Property"):

LOT 10, BLOCK 5, ACCORDING TO THE SURVEY OF SOUTHWIND, SECOND SECTOR, AS RECORDED IN MAP BOOK 6, PAGE 105, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

This mortgage is subject and subordinate to that certain mortgage from Jeffrey G. Bran and Christi P. Bryan to New South Federal Savings Bank, dated 8/27/02, and recorded 9/5/02 in Instrument #2002-42594 in the Probate Office of Shelby County, Alabama, and being last transferred and assigned to Countrywide Home Loans, Inc., by Instrument dated 11/4/02, and recorded 7/23/03 in Instrument #2003-47082 in said Probate Office (the "Underlying Mortgage"), which said mortgage indebtedness the Mortgagee herein agrees to pay according to the terms thereof, and as and when the same mature, but not otherwise. It is understood and agreed that in the event Mortgagor herein defaults in the payment of this Mortgage and Note, the Mortgagee shall not be required to make any further payments on the indebtedness secured by the Underlying Mortgage. If for any reason the Mortgagee herein should fail to pay or otherwise defaults in the performance of the Underlying Mortgage, the Mortgagor herein shall have the right to immediately make such payments or take such action as shall be necessary to cure said default and deduct such sums are lawfully paid to the holder of the Underlying Mortgages from the indebtedness secured by this Mortgage given to the Mortgagee herein. If the Underlying Mortgage provides for a "balloon" payment, it will be necessary to pay the entire unpaid principal balance, plus the interest thereon, in full on a particular date in order to remove the Underlying Mortgages as a lien against the real property herein.

together with all buildings, structures, personal property and improvements of every nature whatsoever situated on the Property now or hereafter owned by the Mortgagor; all reversions, remainders, rents, issues and profits thereof, including but not limited to all rents, royalties, profits, issues and revenues of the Property and improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created; all accounts, general intangibles, contracts and contract rights relating to the Property and improvements; all hereditament and appurtenances thereunto belonging whatsoever whether now owned or existing or hereafter created, acquired or arising; all easements, rights of way, estates, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Property whether now owned or hereafter acquired by the Mortgagor; and also together with all equipment and fixtures on the Property now or hereafter installed therein by the Mortgagor.

THIS IS A PURCHASE MONEY MORTGAGE, given for the purpose of securing the balance due on the purchase price of the above described real property.

TO HAVE AND TO HOLD the same with all the rights, privileges, and appurtenances thereunto belonging or in anywise appertaining unto the said Mortgagee and assigns of the Mortgagee forever.

AND Mortgagor does covenant with Mortgagee that they are in lawful possession of the premises and has good right to convey the same; that the premises are free from all liens, charges, encumbrances, easements and restrictions



whatsoever not herein specifically mentioned; and that subject only to exceptions herein specifically mentioned, Mortgagor does warrant and will defend the title to the same unto Mortgagee against the unlawful claim of all persons whomsoever.

This mortgage is made, however, subject to the following covenants, conditions and agreements:

1. Mortgagor shall pay the said indebtedness and interest thereon when due, whether in course or under any condition, covenant or agreement herein contained, together with any other indebtedness which Mortgagor may owe to Mortgagee, it being further agreed that any statement in a note or obligation that it is secured by this mortgage shall be conclusive evidence of such fact.
2. Mortgagor shall keep the premises in good condition and repair, reasonable wear and tear excepted; shall not permit nor perform any act which would in any way impair the value of the premises; shall not remove any fixture nor remove or demolish any building or improvement located on the above described land without the written consent of Mortgagee; and shall neither commit nor permit waste of the premises.
3. Mortgagor shall pay and discharge as the same become due all taxes and assessments (except income taxes of the Mortgagee) that may accrue, be levied or assessed upon the premises or any part thereof, which may be or become a lien prior to the lien of this mortgage or have priority in payment to the debt secured hereby, or upon Mortgagee's interest therein or upon this mortgage or the indebtedness or evidence of indebtedness secured hereby, without regard to any law heretofore or hereafter enacted imposing payment of the whole or any part thereof upon the Mortgagee; upon the passage of any law imposing the payment of the whole or any part thereof upon the Mortgagee or upon the rendering by any appellate court of competent jurisdiction that the undertaking by the Mortgagor to pay such taxes is legally inoperative, then the indebtedness hereby secured without deductions shall, at the option of Mortgagee, become immediately due and payable, notwithstanding anything contained in this mortgage or any law heretofore or hereafter enacted; and Mortgagor shall not suffer or permit any such taxes or assessments on the said premises to become or remain delinquent or permit any part thereof or any interest therein to be sold for any taxes or assessments.
4. Mortgagor shall pay all debts, claims, or other charges that may become liens against the premises or any part thereof for repairs or improvements that may have been, or may hereafter be, made on the premises and shall not permit any lien or encumbrance of any kind which might become superior to the title of Mortgagee or the lien of this mortgage to accrue or remain on the premises or any part thereof.
5. Mortgagor shall provide, maintain, and deliver to Mortgagee policies of fire and such other insurance as Mortgagee may from time to time require in companies, form, and amount satisfactory to Mortgagee upon the leasehold improvements and contents now or hereafter situated on the mortgage premises, and shall assign and deliver to Mortgagee with satisfactory mortgage clauses all insurance policies of any kind or in any amount now or hereafter issued upon the premises. Mortgagor shall continue said insurance in force throughout the life of this Mortgage. Mortgagor shall give immediate notice in writing to Mortgagee of any loss or damage to the premises caused by any casualty. Full power is hereby conferred on Mortgagee to settle any compromise claims under all policies and to demand, receive, and receipt for all monies becoming payable thereunder and to assign absolutely all policies to any endorsee of the Note or to the grantee of the premises in the event of the foreclosure of this mortgage or other transfer of title to the premises in extinguishment of the indebtedness secured hereby. In the event of loss under any of the policies of insurance herein referred to, the proceeds of such policy shall be paid by the insurer to Mortgagee which, at its sole and absolute discretion, shall apply the same, wholly or partially, after deducting all costs of collection, including a reasonable attorney's fee, either as a payment on account of the indebtedness secured hereby, whether or not then due or payable, or toward the alteration, reconstruction, repair, or restoration of the mortgaged premises, either to the portion thereof by which said loss was sustained or any other portion thereof. In the event of foreclosure, Mortgagor's interest in said insurance policies shall automatically pass to the purchaser at foreclosure.
6. If Mortgagor fails to insure the premises or to pay and furnish receipts for all taxes and assessments, or to pay debts, claims or other charges for repairs and improvements, or to keep the premises in good condition and repair, all as provided herein, Mortgagee may at its option procure such insurance, pay such taxes and assessments, redeem the property from any tax sale, procure such receipts, or enter upon the premises and make such repairs as it may deem necessary; and Mortgagor shall immediately pay to Mortgagee all sums which it shall have so paid, together with interest at the rate of fifteen percent (15%) per annum from the date the same was paid, and for payment thereof, this mortgage shall stand as security in like manner and effect as for the payment of the indebtedness referred to above; but the failure of Mortgagee to procure such insurance, to pay such taxes and assessments, to redeem the property from any tax sale, or to make repairs shall in no way render Mortgagee liable to Mortgagor, If Mortgagee shall elect to advance insurance premiums, taxes or assessments, or redeem from tax sale, the receipt of the insurance company or of the property tax official shall be conclusive evidence of the amount, validity and the fact of payment thereof.
7. Assignment of Rents and Leases. The Mortgagor hereby assigns and sets over unto the Mortgagee any and all leases now or hereafter existing covering said premises or any part thereof. It is specifically agreed and understood that the terms "rents", "issues", "profits", "revenues", "royalties", "rights", and "benefits" hereinabove used specifically include all after-acquired leases of said premises hereinabove described and all other benefits acquired before or after the execution of this Mortgage. It is understood and agreed that Mortgagor may continue to collect said rents as they become due and that the Mortgagee will not make demand therefor nor collect the same unless and until there has been a default in any payment evidenced by the Note executed by Mortgagor to Mortgagee, or default in any of the covenants and agreements contained in this Mortgage or covenants and agreements contained herein or

in any of the loan documents, following expiration of applicable cure period. The Mortgagor hereby warrants and represents that Mortgagor is the owner of said leases and that said leases are free from any other pledge, assignment or lien and that the rent due thereunder is current and that no rents due in the future have been prepaid or anticipated and that Mortgagor will not permit the tenants under said leases to pay more than one month's rent in advance unless approved by Mortgagee, nor permit the payment of rent in any medium other than lawful money of the United States of America, nor anticipate, discount, compromise, forgive, encumber, pledge, or assign the rents or any part thereof or any lease or any interest therein and will not amend, alter, modify, terminate or accept a surrender of any lease of said premises without the written consent of the Mortgagee, its successors and assigns. Mortgagor hereby authorizes the Mortgagee to give notice in writing of this assignment and of any default specified above at any time to any tenant under any or all said leases, and does hereby direct any and all tenants under the aforesaid leases upon notice of default, to pay such rents as are then or shall thereafter become due, to Mortgagee, its successors or assigns. Mortgagor hereby authorizes and empowers Mortgagee to collect and give valid receipt for all rents as they shall become due. Mortgagor hereby authorizes and empowers Mortgagee upon any default by Mortgagor (and after expiration of applicable cure periods) to collect the rents, issues, profits, revenues, royalties, rights and benefits after the same shall become due, upon demand for payment therefor by the Mortgagee, its successors and assigns. Nothing herein contained shall be construed as making the Mortgagee, its successors and assigns, impose the duties of the lessor unless, after default in the Mortgage or Note, the Mortgagee, at its option, should elect to assume the duties and privileges of the lessor, nor shall the Mortgagee be liable for laches or failure to collect said rents, issues, profits, revenues, royalties, rights and benefits and it is understood and agreed that the Mortgagee is to account only for such actually collected by it.

THERE ARE CURRENTLY NO LEASES, OUSTANDING OR OTHERWISE, ON THE PROPERTY.

8. Mortgagor shall immediately pay to Mortgagee all sums, including costs, expenses and reasonable agent's or attorney's fees which it may expend or become obligated to pay in any proceedings, legal or otherwise, to prevent the commission of waste; to establish or sustain the lien of this mortgage or its priority, or to defend against liens, claims, rights, estates, easements or restrictions, asserting priority to this Mortgage; in payment, settlement, discharge or release of any asserted lien, claim, right, easement or restriction made upon advice of competent counsel that the same is superior to the lien of this Mortgage; or to recover any sums hereby secured, together with interest on all such sums at the rate of fifteen percent (15%) per annum until paid; and for payment of such sums and interest, this mortgage shall stand as security in like manner and effect as for the payment of the said indebtedness.

9. If default shall be made in the payment of the indebtedness secured hereby or any part thereof in accordance with the terms thereof, or in the performance of any covenant, condition, or agreement of this Mortgage, then the whole indebtedness hereby secured with all interest thereon, and all other amounts secured hereby shall, at the option of the Mortgagee, become immediately due and payable, without notice or demand, and this mortgage subject to foreclosure; and Mortgagee shall have the right and is hereby authorized to enter upon and take possession of the premises, and after or without taking possession, to sell the same before the Courthouse door in the county where the above described real estate is located, at public outcry for cash, after having given notice of the time, place and terms of sale by publication once a week of three successive weeks prior to said sale in some newspaper published in said county, and, upon payment of the purchase money, Mortgagee or any person conducting said sale for Mortgagee is authorized and empowered to execute to the purchaser at said sale a deed to the property so purchased. And Mortgagee may bid at said sale and purchase said property, or any part thereof, if the highest bidder therefor.

10. The proceeds of said sale shall be applied: First, to the expenses of advertising and selling, including reasonable attorney's fees; second, to the repayment of any money, with interest thereon, which Mortgagee may have paid, or become liable to pay, or which it may then be necessary to pay, for taxes, assessments, insurance or other charges, liens or debts as hereinabove provided; third, to the payment and satisfaction of the indebtedness hereby specially secured with interest to date of sale; fourth, the balance, if any, shall be paid to the party or parties appearing of record to be the owner of the premises at the time of the sale after deducting any expense of ascertaining who is such owner. If this mortgage be foreclosed in Chancery, reasonable attorney's fees for foreclosing the same shall be paid out of the proceeds of the sale.

11. Mortgagor waives all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Mortgage, and Mortgagor waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the premises be set off against any part of the indebtedness secured hereby.

12. After foreclosure of this Mortgage, Mortgagor and all holding under it shall become and be conclusively presumed to be tenants at will of the purchaser at the foreclosure sale.

13. Any promise made by Mortgagor herein to pay money may be enforced by a suit at law, and the security of this mortgage shall not be waived thereby, and as to such debts the Mortgagor waives all rights of exemption under the laws and agree to pay a reasonable attorney's fee for the collection thereof.

14. No delay or failure to Mortgagee to exercise any option herein given or reserved shall constitute a waiver of such option or estop Mortgagee from afterwards exercising same or any other option at any time; and the payment or contracting to pay by Mortgagee of anything Mortgagor has herein agreed to pay shall not constitute a waiver of the default of Mortgagor in failing to make said payments and shall not estop Mortgagee from foreclosing this mortgage on account of such failure of Mortgagor.

15. If Mortgagor shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable (and all other indebtedness of Mortgagor to Mortgagee now in existence or hereinafter contracted or arising, joint or severally, contingent or absolute, direct or indirect, liquidated or unliquidated), and any and all renewals and

extensions thereof, and shall do and perform all acts and provisions of this Mortgage, then this conveyance shall be and become null and void, and Mortgagee shall satisfy this mortgage at the expense of Mortgagor.

16. The term "Mortgagor", wherever used herein, shall mean the party or parties executing this Mortgage, jointly and severally and all the covenants, conditions and agreements hereof shall bind their respective heirs, executors, administrators, successors and assigns and shall inure to the benefit of and be available to the successors and assigns of Mortgagee. The rights, option, powers and remedies herein provided shall be cumulative and no one or more of them shall be exclusive of the other or others, or of any right or remedy now or hereafter given or allowed by law.

17. It is agreed that all awards of damages in connection with any condemnation for public use of or injury to any of said property are hereby assigned and shall be paid to Mortgagee, who may apply the same to payment of the installments last due under said note, and Mortgagee is hereby authorized in the name of Mortgagor, to execute and deliver valid acquittance thereof and to appeal from any such award.

18. Transfer of the Property: Assumption. If all of any part of the property, or any interest therein, is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all the sums secured by this mortgage to be immediately due and payable. Mortgagee shall have waived such option to accelerate if, prior to the sale or transfer, Mortgagee and the person to whom the property is to be sold or transferred reach agreement, in writing, that the credit of such person is satisfactory to Mortgagee and that the interest payable on the sums secured by this mortgage shall be at such rate as Mortgagee shall request.

IN WITNESS WHEREOF, the Mortgagor herein has executed this instrument on the 24TH day of March, 2005.

MORTGAGOR:

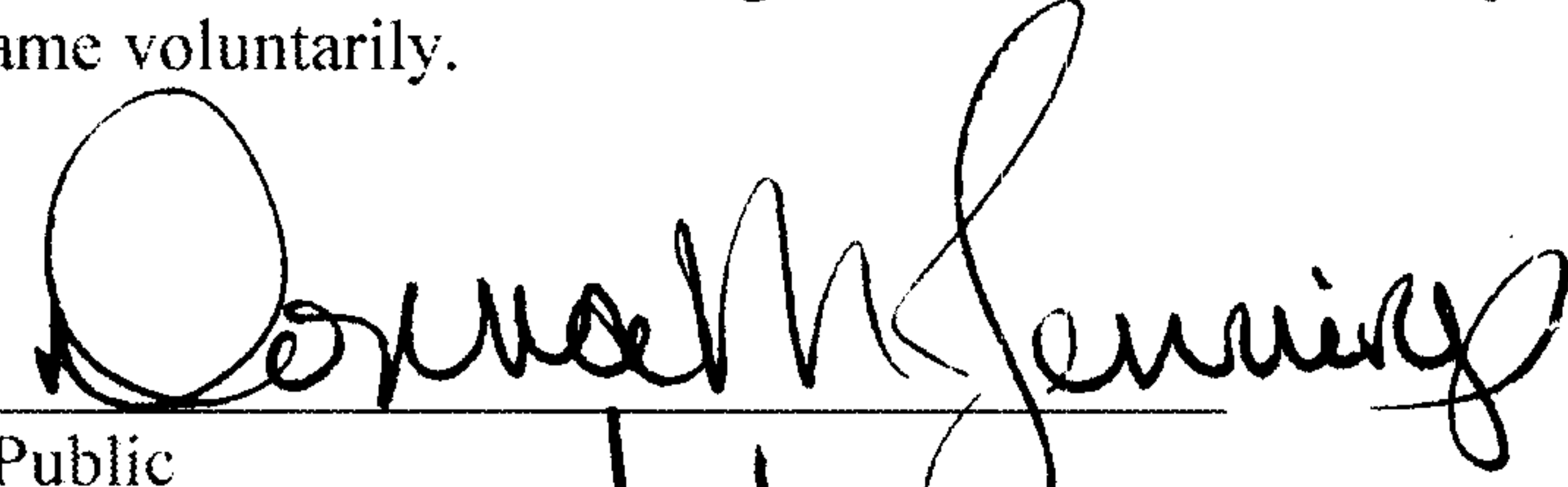

GERMAN DANIEL HIDALGO

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that GERMAN DANIEL HIDALGO, AN UNMARRIED PERSON, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he/she executed the same voluntarily.

Given under my hand and official seal this the 24th day of March, 2005.

[SEAL]


Notary Public
My Commission Expires: 1/6/07

This instrument prepared by: Donna M. Jennings, Esq., 4000 Eagle Point Corporate Drive, Birmingham, AL 35242
WITHOUT TITLE EXAMINATION, UPON THE REQUEST OF THE PARTIES HERETO.