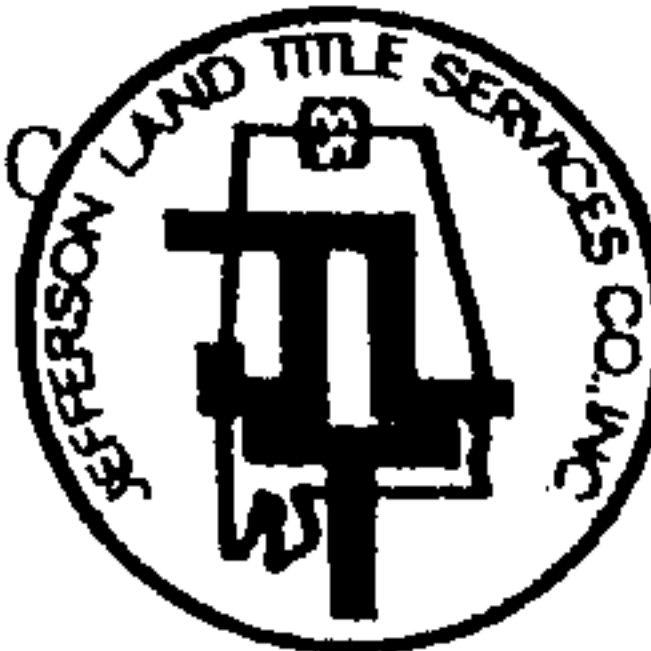


This instrument was prepared by

(Name) D. Barron Lakeman & Associates, LLC  
1904 Indian Lake Drive  
(Address) Birmingham, AL 35244



*Jefferson Land Title Services Co., Inc.*  
318 21ST NORTH • P.O. BOX 10481 • PHONE (205) 328-8020  
BIRMINGHAM, ALABAMA 35201  
AGENTS FOR  
*Mississippi Valley Title Insurance Company*

**MORTGAGE—**

**STATE OF ALABAMA**

Shelby

COUNTY }

**KNOW ALL MEN BY THESE PRESENTS: That Whereas,**

Giau Lee, a single individual

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Joe A. Scotch, Jr. and Wayne J. Scotch

(hereinafter called "Mortgagee", whether one or more), in the sum

of One Hundred Eighty Five Thousand and no/100ths----- Dollars  
(\$ 185,000.00 ), evidenced by a mortgage note of even date.



20080820000334430 1/2 \$291.50  
Shelby Cnty Judge of Probate, AL  
08/20/2008 11:18:05AM FILED/CERT

And 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,

Giau Lee

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

A parcel of land situated in the Southeast ¼ of the Northwest ¼ of Section 13, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southwest corner of above said ¼- ¼; thence North 02 deg. 33 min. 20 sec. West and along the ¼- ¼ line, a distance of 668.86 feet; thence North 89 deg. 46 min. 03 sec. East a distance of 685.32 feet to the Point of Beginning; thence continue along the last described course, a distance of 136.89 feet; thence South 56 deg. 48 min. 12 sec. East, a distance of 94.25 feet; thence South 24 deg. 59 min. 18 sec. West, a distance of 212.50 feet; thence South 00 deg. 13 min. 56 sec. East, a distance of 25.00 feet; thence South 89 deg. 46 min. 03 sec. West, a distance of 75.00 feet to a point, said point being the beginning of a non-tangent curve to the left, having a radius of 25.00 feet, a central angle of 90 deg. 00 min. 20 sec. and subtended by a chord which bears North 44 deg. 46 min. 05 sec. East, and a chord distance of 35.36 feet; thence along the arc of said curve, a distance of 39.27 feet to a point, said point being the beginning of a compound curve to the right, having a radius of 50.00 feet, a central angle of 62 deg. 53 min. 16 sec., and subtended by a chord which bears North 31 deg. 12 min. 41 sec. West and a chord distance of 52.17 feet; thence along the arc of said curve, a distance of 54.88 feet; thence North 27 deg. 20 min. 32 sec. West a distance of 224.30 feet to the point of beginning; being situated in Shelby County, Alabama.

Mortgagors agree to maintain Fire and Extended Coverage insurance in at least the amount of the principal mortgage. Also, the mortgagor agrees to maintain liability insurance in the amount of no less than \$300,000.00. Mortgagors agree to provide proof of hazard insurance and liability insurance naming mortgagee as insured or additional insured with paid receipt upon request of Mortgagee. Mortgagors also agree to provide Mortgagee with a copy of a paid receipt of the property taxes within thirty (30) days of taxes becoming due. Failure to comply with the forgoing shall constitute a default under the terms of this mortgage.

This mortgage obligation cannot be assumed without the prior approval by the mortgage holder. Said approval must be obtained in writing prior to the assumption of this mortgage. If the property which is the subject of this mortgage and note executed simultaneously herewith is transferred without the mortgage holder's prior approval as specified above, the mortgagee has the option to declare the entire balance of the indebtedness due and payable. THE MORTGAGEE MAY CHOOSE NOT TO ALLOW THIS LOAN TO BE ASSUMED.

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

*CL*



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, 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, then in any one of said events, the whole of said indebtedness 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 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 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 therefor; 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 my signature and seal, this 19th day of August, 2008

Giau Le (SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE of Alabama }  
Shelby COUNTY }

I, Douglas Barron Lakeman, a Notary Public in and for said County, in said State, hereby certify that Giau Le, a single individual

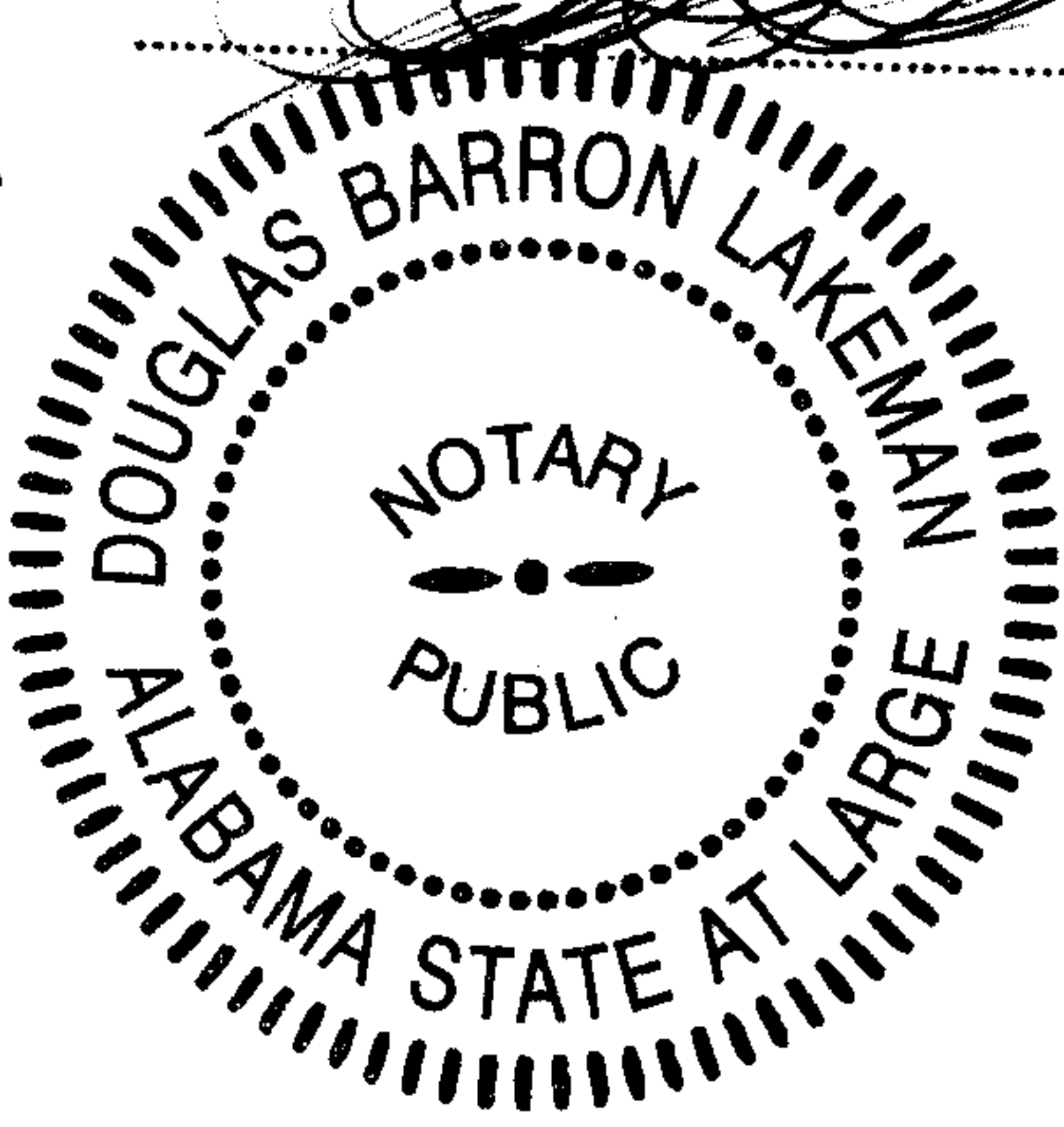
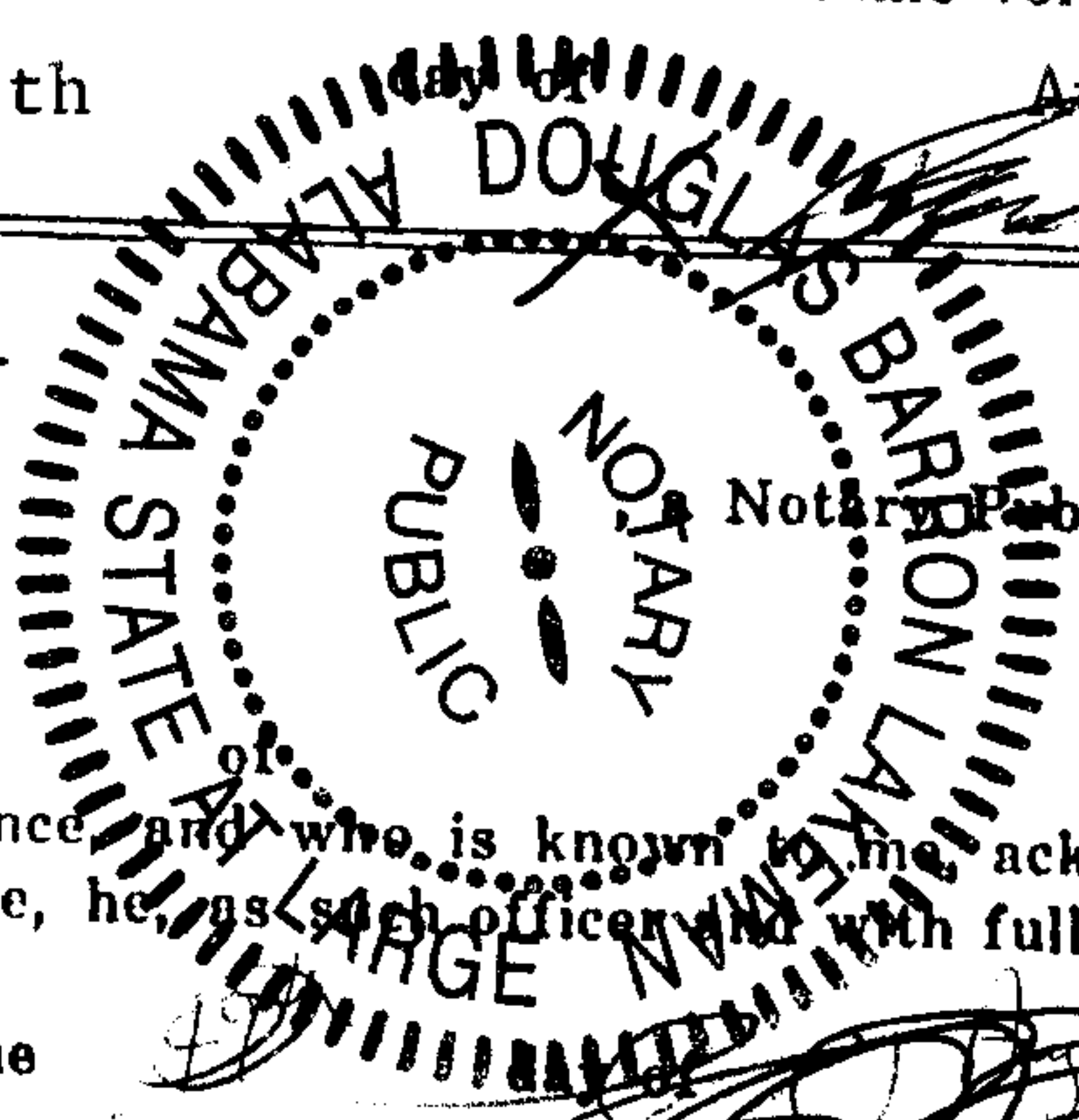
whose name is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date. Given under my hand and official seal this 19th day of August, 2008

THE STATE of Alabama }  
COUNTY }

I, hereby certify that

whose name as a corporation, 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 such conveyance, he, as such officer, with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand and official seal, this the 19th day of August, 2008

DOUGLAS BARRON LAKEMAN  
COMMISSION EXPIRES 3/3/12



Return to:

TO

MORTGAGE DEED

20080820000334430 2/2 \$291.50  
Shelby Cnty Judge of Probate, AL  
08/20/2008 11:18:05AM FILED/CERT

Recording Fee \$  
Deed Tax \$

This form furnished by

Jofferson Land Title Services Co., Inc.

316 21ST NORTH • P.O. BOX 10481 • PHONE (205) 328-6020  
BIRMINGHAM, ALABAMA 35201

AGENTS FOR

Mississippi Valley Title Insurance Company