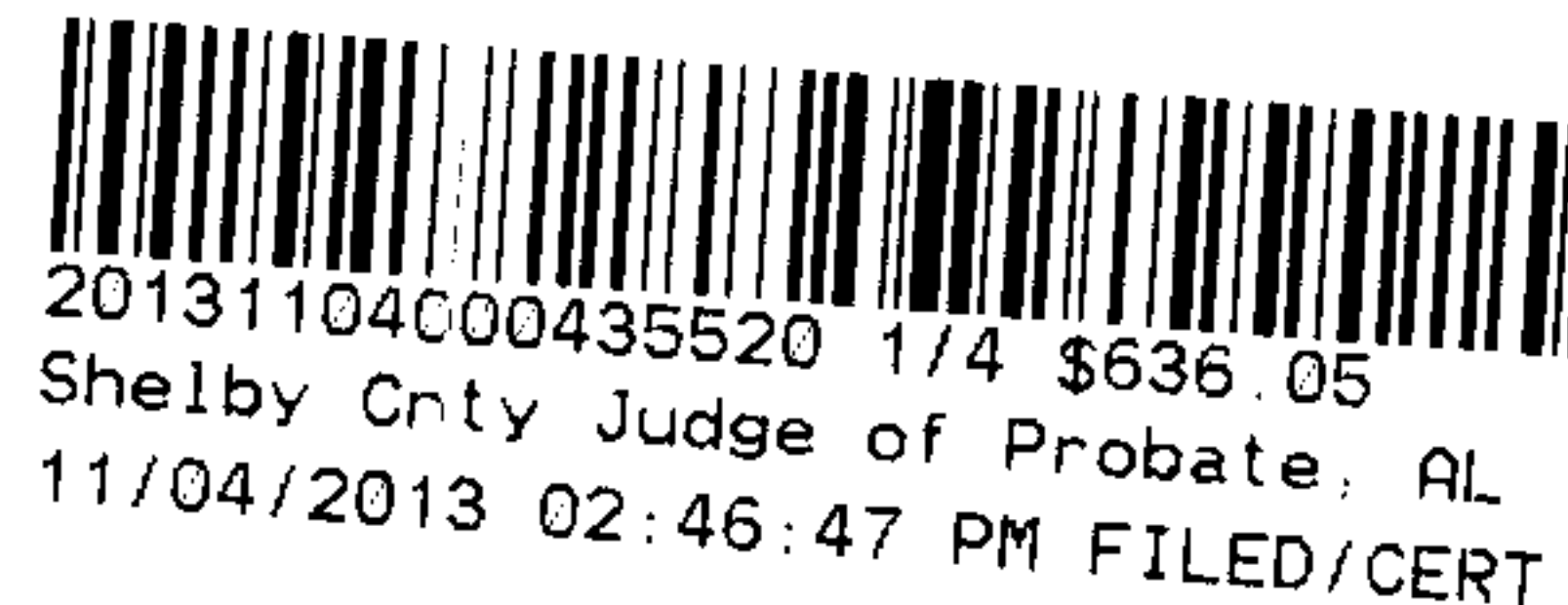


This instrument prepared by:
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ESPY, NETTLES and SCOGIN, P.C.
2728 8th Street
P.O. Box 2786
Tuscaloosa, AL 35403
(205)758-5591



STATE OF ALABAMA

*

REAL ESTATE MORTGAGE

COUNTY OF SHELBY

*

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS, THE UNDERSIGNED, Daniel B. Stegall and wife Brittany H. Stegall (hereafter called "Mortgagor") has become justly indebted to Tommy Howard and wife Pat Howard (hereinafter called "Mortgagee") in the sum of Four hundred Eight thousand Six hundred Fifty-Eight and 18/100 Dollars (\$408,658.18) as evidenced by one promissory note of even date herewith bearing interest as stated in said note, the said principal and interest to be payable at

1321 Martin Road East, Northport, Alabama 35473

And whereas, it was agreed at the time said debt was incurred that said note should be given and secured in prompt payment at maturity respectively by this instrument, now, therefore, in consideration of the premises and one dollar paid to the undersigned on the delivery of this instrument and in further consideration of said indebtedness, and in order to secure the prompt payment of the same, as it respectively matures, and in order to secure the payment of not only said indebtedness but any and all other and further indebtedness which the undersigned may contract to pay to the mortgagee for future loans or advances, made during the existence of this mortgage, and any renewal or renewals of note or notes for said present or future indebtedness, and to secure the faithful performance of all promises and agreements herein made, the Mortgagor does hereby Grant, Bargain, Sell and Convey unto the said Mortgagee, Tommy Howard and wife Pat Howard heirs and assigns, the following described real estate situated in Shelby County, Alabama, to wit:

Lot 761, according to the Final Plat of Riverwoods, Seventh Sector Phase II, as recorded in Map Book 36, Page 102, in the Probate Office of Shelby County, Alabama.

Together with the hereditaments and appurtenances thereunto belonging and also together with all hereditaments and appurtenances and equipment and fixtures for heating and lighting now or hereafter installed therein by the Mortgagor.

TO HAVE AND TO HOLD the same with all the rights, privileges, and appurtenances thereunto belonging or in any wise appertaining unto the said Mortgagee and assigns, forever. And said Mortgagor hereby covenants that Mortgagor is seized in fee and possessed of said property and that Mortgagor has a good right to convey the same as aforesaid; that said property is free from all encumbrances and that Mortgagor will warrant and forever defend the title thereto against the lawful claims of all persons whomsoever.

THIS MORTGAGE IS MADE, however, subject to the following covenants, conditions, and agreements, that is to say:

1. So long as any of the indebtedness secured hereby shall remain unpaid, in whole or in part, the Mortgagor agrees to keep said premises and the improvements thereon in good condition, and to pay all assessments that may be levied or accrue upon said property, and all other charges that may become liens upon the said premises, and not to permit any lien, which

any part thereof, or on the improvements thereon, and to neither permit nor perform any act which would in any way impair the value of the security given by this instrument.

2. The Mortgagor agrees to pay all taxes that may be assessed upon said property or upon the Mortgagee's interest therein or upon this Mortgage or moneys secured hereby, any law to the contrary, notwithstanding. Upon any violation of this undertaking, or the passage of any law imposing upon the Mortgagee the payment of any part of the taxes aforesaid, or upon the rendition by any court of last resort of a decision that the undertaking to pay the taxes as aforesaid is legally inoperative, in any such event, the debt hereby secured shall, at the Mortgagee's option, become immediately due and payable, without deduction, any law heretofore or hereafter enacted to the contrary, notwithstanding.

3. The Mortgagor agrees to keep any and all improvements on said property insured against fire with extended coverage insurance in companies satisfactory to the Mortgagee for not less than Four Hundred Thousand Dollars (\$400,000); loss, if any, payable to the Mortgagee as Mortgagee's interest may appear under Standard Mortgage clause without contribution, and to deposit said insurance policies, premium paid, with the Mortgagee. In case of loss and payment by an insurance company, the proceeds of all such insurance policies shall be applied, at the Mortgagee's election, on the indebtedness secured hereby or in rebuilding or restoring the property.

4. If the Mortgagor fails to insure the said property as hereinabove provided, or to pay all or any part of the taxes or assessments levied, accrued, or assessed upon or against said property or the indebtedness secured hereby or any interest of the Mortgagee in either, or fails to pay immediately and discharge any and all liens, debts, and/or charges which might become liens superior to the lien of this Mortgage, or fails to pay the items hereafter provided in Paragraph 9, the Mortgagee may at its option insure said property and/or pay said taxes, assessments, debts, liens and/or charges, or any item secured hereby, and any money which the Mortgagee shall have so paid or become obligated to pay shall constitute a debt to the Mortgagee additional to the debt hereby specially secured, shall be also secured by this Mortgage, shall bear legal interest from the date paid or incurred, and shall be immediately due and payable, if the Mortgagee elect to declare it so, and the Mortgagee may take any appropriate action at law or in equity for the collection of the items listed herein, or may pursue any other remedy provided in this instrument or do both simultaneously, and in case the Mortgagee employs an Attorney to collect any item listed herein or in Paragraph 9, the Mortgagee shall recover of the Mortgagor a reasonable Attorney's fee therefor.

5. No failure of the Mortgagee to exercise any option herein to declare the maturity of the debt hereby secured, shall be taken or construed as a waiver of its right to exercise such option or to declare such maturity by reason of any past or present default on the part of the Mortgagor; and the procurement of insurance or the payment of taxes or other liens, debts, or charges by the Mortgagee shall not be taken or construed as a waiver of its right to declare the maturity of the indebtedness hereby secured by reason of the failure of the Mortgagor to procure such insurance or to pay such taxes, debts, liens, or charges.

6. If the Mortgagor shall well and truly pay and discharge the indebtedness hereby secured as it shall become due and payable and shall do and perform all acts and agreements to be done and performed by the Mortgagor under the terms and provisions of this Mortgage, then this conveyance shall be and become null and void.

7. But if the Mortgagor shall fail to pay, or cause to be paid, at maturity, the indebtedness hereby secured or any part thereof, according to the terms thereof, or fails to pay any installment, principal and/or interest, when the same is above promised to be paid, or if the Mortgagor shall fail to do or perform any other act or thing herein required or agreed to be done or performed, or if the interest of the Mortgagee in said property become endangered by reasons of the enforcement of any prior lien or encumbrance thereon, then, in any such event, the whole indebtedness hereby secured shall immediately become due and payable, and this Mortgage subject to foreclosure at the option of the Mortgagee without notice; and the Mortgagee shall have the right and is hereby authorized to enter upon and take possession of said property, and, after or without taking possession, to sell the same before the Court House door in the county where said real property is located, at public outcry, for cash, first giving notice of the time, place, and terms of said sale by publication once a week for three successive weeks immediately

prior to said sale in some newspaper published in said County, and, upon payment of the purchase money, the Mortgagee, or any person conducting said sale for the Mortgagee, is authorized to execute the purchaser at said sale a deed to the property so purchased. The Mortgagee may bid at the sale and purchase said property, if the highest bidder thereof.

8. 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 the Mortgagee may have paid or become liable to pay or which it may then be necessary to pay for taxes, assessments, insurance and/or other charges, liens, or debts hereinabove provided; Third, to the payment and satisfaction of the indebtedness hereby specially secured with interest, but interest to date of sale only shall be charged; Forth, the balance, if any, shall be paid to the Mortgagor. 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.

9. All expenses incurred by the Mortgagee, including Attorney's fees, in compromising, adjusting, or defending against liens, claims or encumbrances sought to be fixed upon the property hereby conveyed, whether such claims or encumbrances be valid or not, shall become a part of the debt hereby secured.

10. The undersigned waives all right of exemption as to personal property under the laws of Alabama or of any other State or of the United States as to any of the items secured or that may be secured by the terms of this instrument, and agrees to pay a reasonable Attorney's fee to the Mortgagee, should the Mortgagee employ an Attorney to collect the same. The Mortgagor waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the property conveyed hereby be set off against any part of the debt secured hereby.

11. As long as any of the indebtedness hereby secured shall remain unpaid the Mortgagor will neither commit nor permit waste to be committed on the premises hereby conveyed; and upon the commission of any waste thereon the Mortgagee may, at Mortgagee's option, declare the entire indebtedness hereby secured to be at once due and payable. Nor will the Mortgagor remove any of the fixtures on the premises hereby conveyed so long as any of the indebtedness hereby secured shall remain unpaid.

12. If the Mortgagor shall make default in the payment of any of the indebtedness hereby secured, or in the performance of any or the terms of conditions hereof, all the rents, income and profits from the premises are hereby transferred, assigned, set over and conveyed to the Mortgagee and the Mortgagee may proceed to collect the rent, income and profits from the premises upon such default either with or without the appointment of a Receiver; but the Mortgagee shall not thereby become bound by the terms of any lease then existing on the premises by electing to collect the rents thereunder but may at any time terminate the same. Any rents, income and profits collected by the Mortgagee prior to foreclosure of this indebtedness, less the cost of collecting the same including any real estate commission or attorney's fee incurred, shall be credited first, on the advances with interest thereon, the cost of necessary repairs, then upon the interest, and the remainder, if any, upon the principal debt secured.

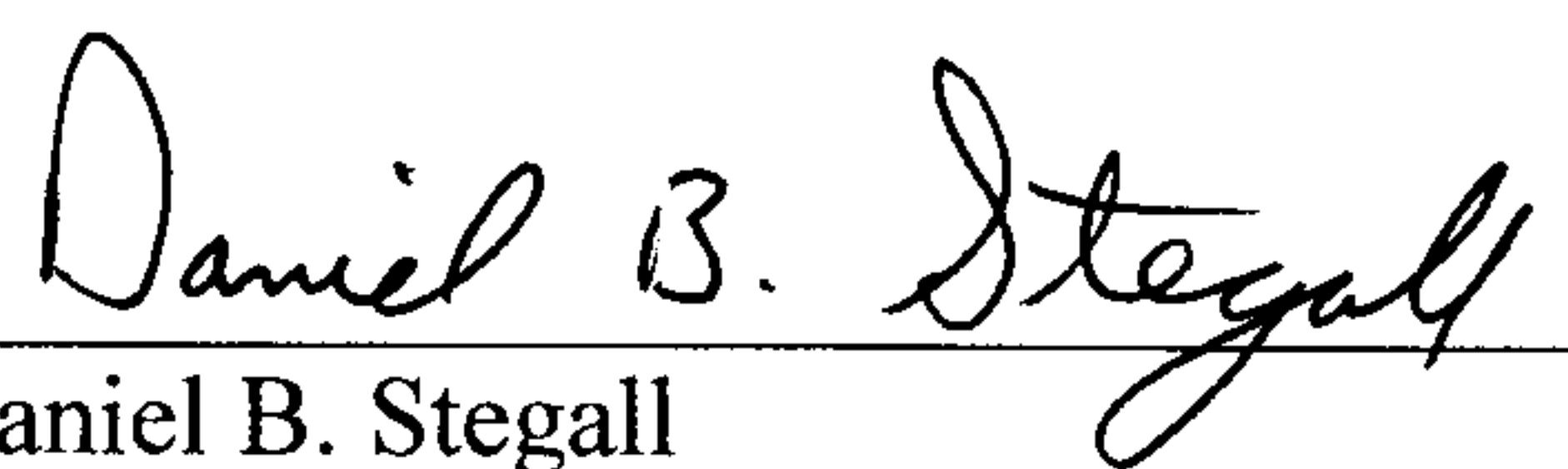
13. All covenants, conditions, and agreements herein contained shall extend to and bind the Mortgagor's executors, administrators, heirs and assigns, and shall inure to the benefit of the Mortgagee's legal representatives and assigns, and where ever the context hereof so requires or admits all reference herein to the Mortgagor in one number shall be deemed to extend to and include the other numbers whether plural or singular, and the use of any gender shall be applicable to all genders.

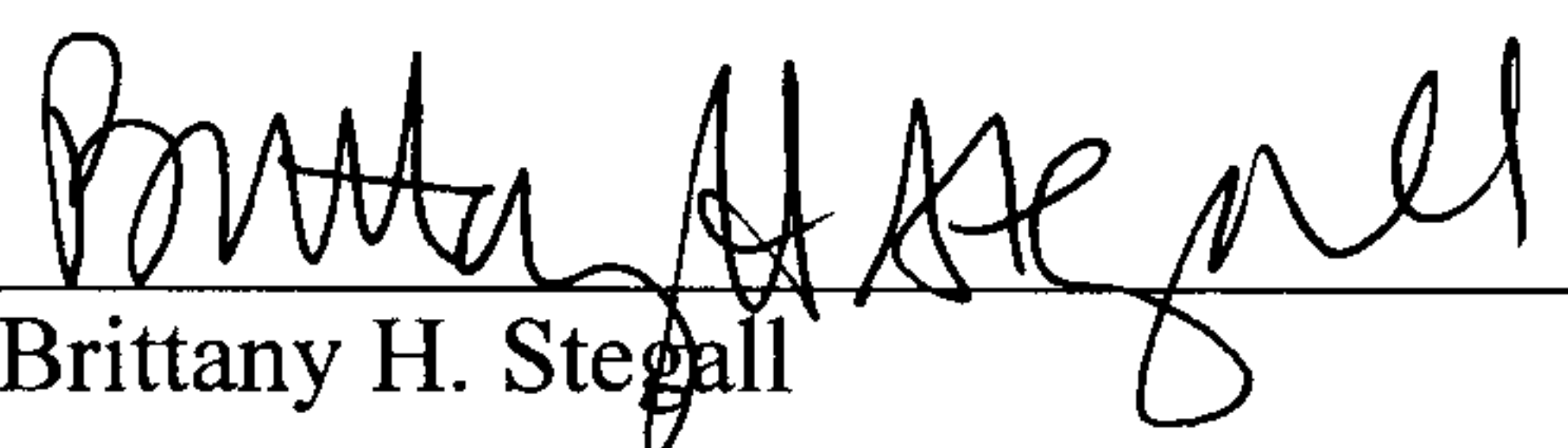
14. Transfer of the Property; Assumption. If all or any part of the mortgaged property or an interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase 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 mortgaged 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.

If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagors notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagor may pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted hereunder.

IN WITNESS WHEREOF, the Mortgagor has hereunto set Mortgagor's hand and seal on this the 29 day of October, 2013.


Daniel B. Stegall


Brittany H. Stegall

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that Daniel B. Stegall 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.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the 29 day of October, 2013.

*my commission expires:
5/25/2016*


NOTARY PUBLIC

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

I, the undersigned authority, a Notary Public in and for said County and State, do hereby certify that Brittany H. Stegall 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, she executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the 29 day of October, 2013.

*My commission expires:
5/25/16*


NOTARY PUBLIC

