

This instrument was prepared by
Mitchell A. Spears
ATTORNEY AT LAW
143 Main, P.O. Box 91
Montevallo, AL 35115-0091

205/665-5102
205/665-5076

Send Tax Notice to:
(Name) Seaman Timber Company, Inc.
(Address) P. O. Box
Montevallo, Alabama 35115

WARRANTY DEED

STATE OF ALABAMA
SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Twenty Thousand and 001/00, (\$20,000.00) -----DOLLARS

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,
Kermit Lee Bishop, an unmarried man

(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto
Seaman Timber Company, Inc., an Alabama Corporation

(herein referred to as grantee, whether one or more), the following described real estate, situated in
Shelby County, Alabama, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HERewith
AS THOUGH FULLY SET OUT HEREIN.

Book 335 PAGE 39

TO HAVE AND TO HOLD, To the said GRANTEE, his, her or their heirs and assigns forever.

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said grantee, his, her or their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will, and my (our) heirs, executors and administrators shall warrant and defend the same to the said grantee, his, her or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this 18th
day of March, 19 91

(Seal)

(Seal)

(Seal)

Kermit Lee Bishop (Seal)

(Seal)

(Seal)

STATE OF ~~ALABAMA~~ MICHIGAN
Oakland County

General Acknowledgment

I, the undersigned authority
in said State, hereby certify that Kermit Lee Bishop

a Notary Public in and for said County,

whose name(s) 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 18th day of March, 19 91

02/19/92

Ramona M. Rogers
Notary Public

RAMONA M. ROGERS
NOTARY PUBLIC-WAYNE COUNTY, MICH

EXHIBIT "A"

A parcel of land situated in the S.W. 1/4 of the N.E. 1/4 of Section 8, Township 24 North, Range 12 East, described as follows:
Begin at the N.W. corner of Lot 18, Block 4 of the G. A. NABORS SUBDIVISION as recorded in Map Book 1, Page 3 in the Shelby County Probate Office; thence go South 02 Degrees 01 Minutes 50 Seconds East along the West Boundary of said Block 4 for 1137.15 feet; thence North 89 Degrees 03 Minutes 27 Seconds West for 350.00 feet to a point on the North Boundary of Shelby County Highway No. 214; thence North 86 Degrees 01 Minutes 16 Seconds West along said North Boundary of Highway No. 214 for 533.26 feet to the beginning of a curve to the right, said curve having a central angle of 5 Degrees 59 Minutes and a radius of 934.93 feet; thence Northwesterly along said curve for 97.63 feet to the West Boundary of the S.W. 1/4 of the N.E. 1/4 of Section 8; thence North 01 Degrees 44 Minutes 29 Seconds East along said West Boundary for 1093.35 feet to an existing fence corner; thence South 89 Degrees 18 Minutes 09 Seconds East for 905.35 feet to the Point of Beginning.

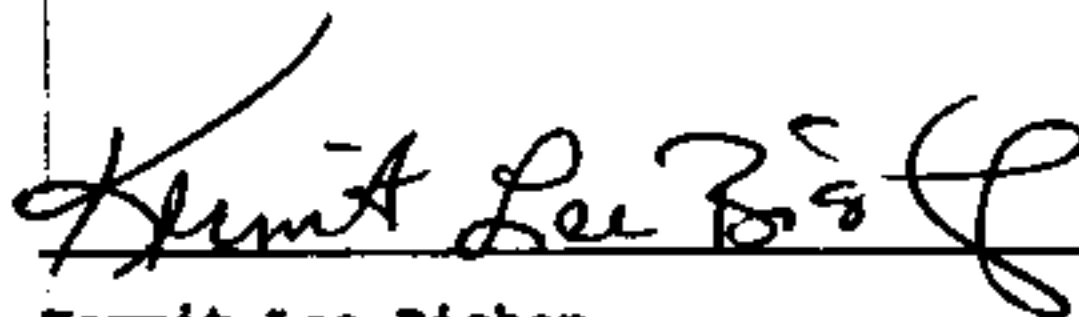
SUBJECT TO:

All taxes for the year 1991 and subsequent years, not yet due and payable. Tax information has been on the present assessments roles, but is subject to any future adjustments that may be made by either the Tax Assessor or the Board of Equalization of Shelby County, Alabama.

Less and Except any part lying or being within a roadway.

Coal, oil, gas and other mineral interests in, to or under the land herein described are not insured.

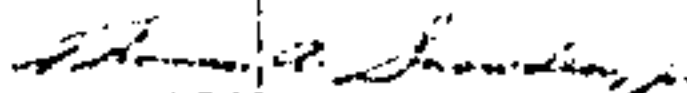
Date: 3.18.91


Kermit Lee Bishop

1. Dead Tax	20.00
2. Mtg. Tax	5.00
3. Recording Fee	5.00
4. Indexing	1.00
5. No Tax Fee	1.00
6. Certified Fee	1.00
Total	29.00

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

91 MAR 26 AM 9:50


JUDGE OF PROBATE

This instrument was prepared by

Mitchell A. Spears

ATTORNEY AT LAW

143 Main, P.O. Box 91

Montevallo, AL 35115-0091

205/665-5102

205/665-5076

Send Tax Notice to:

Willo Dean Harrison

(Name)

(Address)

2125 Highway 17

Montevallo, Alabama 35115

*****MINIMUM VALUE \$1000.00*****

WARRANTY DEED

STATE OF ALABAMA

SHELBY

COUNTY

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of One Dollar, (\$1.00) and other good and valuable consideration

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we, Willo Dean Harrison, a widow; Charles H. Harrison, Jr., a married man; Linda H. Quick, a married woman; Danny L. Harrison, a married man; and James S. Harrison, an unmarried man (herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

Willo Dean Harrison

(herein referred to as grantee, whether one or more), the following described real estate, situated in Shelby County, Alabama, to-wit:

Begin at the intersection of the Dogwood and Montevallo Public Road with a certain road known as the Richard Harrison road and run in a westerly direction along the north line of said Richard Harrison road, 792 feet; thence in a northerly direction and perpendicular to said Richard Harrison road 281 feet; then run parallel with said Richard Harrison road and in an easterly direction to the west line of said Dogwood-Montevallo road; thence along the west line of said road in a southwesterly direction to the point of beginning; said land being situated in the N 1/2 of S 1/2 of NW 1/4 of Section 8, Township 22, Range 3 West, Shelby County, Alabama.

The herein described real estate does not constitute the homestead of any of the above designated Grantors, nor that of their spouses, neither is it contiguous thereto; except that same constitutes the homestead of both Willo Dean Harrison and James S. Harrison, neither of which above specified Grantors are married.

Reference is hereby made to the Heirship Affidavit attached hereto, and incorporated herewith, in order to establish the chain of title upon this conveyance.

TO HAVE AND TO HOLD, To the said GRANTEE, his, her or their heirs and assigns forever.

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said grantee, his, her or their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise stated above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will, and my (our) heirs, executors and administrators shall warrant and defend the same to the said grantee, his, her or their heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this 1st day of March, 19 91

Willo Dean Harrison (Seal)
Willo Dean Harrison

Charles H. Harrison, Jr. (Seal)
Charles H. Harrison, Jr.

Linda H. Quick (Seal)
Linda H. Quick

Danny L. Harrison (Seal)
Danny L. Harrison

James S. Harrison (Seal)
James S. Harrison

James S. Harrison (Seal)
James S. Harrison

STATE OF ALABAMA

SHELBY

County

General Acknowledgment

I, the undersigned authority
in said State, hereby certify that Willo Dean Harrison

a Notary Public in and for said County.

whose name(s) 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.

Given under my hand and official seal, this 1st day of March, 19 91

My Commission Expires: 6-25-91

Notary Public

STATE OF Georgia,
COUNTY OF Gwinnett

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Charles H. Harrison, Jr., 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 20th day of March, 1991.

Michelle D. Driffoh
Notary Public 12/92

STATE OF Alabama,
COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Linda H. Quick, 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.

Given under my hand and official seal, this 1st day of March, 1991.

J. Michelle Kelly
Notary Public 6-25-91

STATE OF Alabama,
COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Danny L. Harrison, 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 14th day of March, 1991.

D. G. Spear
Notary Public 8/93

STATE OF Alabama,
COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that James S. Harrison, 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 5th day of March, 1991.

James S. Spear
Notary Public

EXHIBIT "A"

STATE OF ALABAMA)
COUNTY OF SHELBY)

HEIRSHIP AFFIDAVIT

Comes now Willo Dean Harrison, the surviving spouse of Charles H. Harrison, and Pleasia F. Spears, a disinterested party, hereinafter designated as "Affiants". After said Affiants having first been duly sworn, said Affiants do hereby depose and say as follows:

1. The above designated Affiants have personal knowledge of the facts stated herein, and are familiar with the family history of Charles H. Harrison and Willo Dean Harrison heretofore; said Charles H. Harrison having heretofore been the record title holder of certain real estate located in Shelby County, Alabama hereinafter designated as follows:

Begin at the intersection of the Dogwood and Montevallo Public Road with a certain road known as the Richard Harrison road and run in a westerly direction along the north line of said Richard Harrison road; 792 feet; thence in a northerly direction and perpendicular to said Richard Harrison road 281 feet; then run parallel with said Richard Harrison road and in an easterly direction to the west line of said Dogwood-Montevallo road; thence along the west line of said road in a southwesterly direction to the point of beginning; said land being situated in the N 1/2 of S 1/2 of NW 1/4 of Section 8, Township 22, Range 3 West, Shelby County, Alabama.

2. On or about February 13, 1991, Charles H. Harrison died in Jefferson County, Alabama, while residing in Shelby County, Alabama.

3. The herein designated Affiants further state that the above designated Charles H. Harrison, hereinafter designated as "decedent", left as his lawful survivors, heirs, or persons otherwise interested in his estate, the following (with addresses, ages and states of mind or legal capacity herein designated):

Willo Dean Harrison, Surviving Spouse

2125 Highway 17

Montevallo, Alabama 35115

Over the age of nineteen (19) years and of sound mind

Charles H. Harrison, Jr., Surviving Son

5228 Flat Creek Road

Gainesville, Georgia 30501

Over the age of nineteen (19) years and of sound mind

Linda H. Quick, Surviving Daughter

457 Scarborough Road

Valparaiso, Indiana 46383

Over the age of nineteen (19) years and of sound mind

Danny L. Harrison, Surviving Son

Route 4, Box 530

Jemison, Alabama 35085

Over the age of nineteen (19) years and of sound mind

James S. Harrison, Surviving Son
2125 Highway 17
Montevallo, Alabama 35115

Over the age of nineteen (19) years and of sound mind

4. There were no other children ever born to the said decedent, and no other children ever adopted by the decedent or his above designated spouse, and there are no other parties who have an interest in the said decedent's herein described real estate.

5. Notwithstanding the fact that the above designated decedent died testate, the estate of said decedent was never probated, and no probate of his said estate is anticipated by the Affiants herein.

6. The above designated Affiants are unaware of any person or entity making a lawful, rightful or other form of claim to, or against, the herein described real estate, and no such future claim is anticipated by said Affiants.

7. The decedent and Willo Dean Harrison have maintained actual possession and usage of the above described real estate continuously, openly, notoriously and exclusively for a period in excess of twenty (20) years prior to the execution of this Affidavit; and the said decedent and Willo Dean Harrison have exercised such actual possession and usage both peacefully and adversely for the period of time indicated above.

8. In reference to the ownership and actual and constructive possession of the above designated decedent and Willo Dean Harrison of the above described real estate, during the above designated period, no other person has ever advised or informed the decedent or Willo Dean Harrison of any rights to title, liens or encumbrances as regarding the right, title or interest in or to the above designated property which would materially affect the present conveyance of said real estate.

Willo Dean Harrison

Willo Dean Harrison

Pleasia F. Spears

Pleasia F. Spears

44

BOOK 33 PAGE 44

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Willo Dean Harrison and Pleasia F. Spears, whose names are signed to the foregoing Affidavit, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Affidavit, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1st day of March, 1991.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

91 MAR 26 AM 9:52

JUDGE OF PROBATE

L. Michael Kelly
Notary Public 6-25-91

1. Dead Tax	—	\$ 1.00
2. Mtg. Tax	—	\$ 10.00
3. Recording Fee	—	\$ 6.00
4. Indexing	—	\$ 6.00
5. No Tax Fee	—	\$ 6.00
6. Certified Fee	—	\$ 6.00
Total	—	\$ 38.00

STATE OF ALABAMA)
COUNTY OF SHELBY)

1569

VERIFIED STATEMENT OF MECHANIC'S AND MATERIALMAN'S LIEN

M-W Drilling Co. and G. M. Whitehead, pursuant to Section 35-11-210, et seq., Code of Alabama (1975), file this statement in writing, verified by the oath of the undersigned, who has personal knowledge of the facts set forth herein.

1. That the said M-W Drilling Co. and G. M. Whitehead, claim a lien upon the following described property owned by MCKENZIE METHANE CORPORATION, more specifically described as the following gas well and the leases owned by MCKENZIE METHANE CORPORATION in the unit for said well, being

<u>Well Name</u>	<u>Permit No.</u>	<u>Unit</u>
Kimberly-Clark, Segco	9628-C	S31, T21S, R3W
Well No. 361		

including one acre contiguous thereto, located in Shelby County, Alabama.

2. This lien is claimed on the interest of MCKENZIE METHANE CORPORATION in the above-described well and the leases comprising the unit for the well.

3. Said lien is also claimed against any unpaid amounts due by MCKENZIE METHANE CORPORATION to PILGREEN PRODUCING CO., INC., contractor for MCKENZIE METHANE CORPORATION in connection with this well.

4. Said lien is claimed to secure an indebtedness of \$41,736.00, plus interest and attorney's fees, for goods and services rendered by M-W Drilling, Co. and G. M. Whitehead, for PILGREEN PRODUCING CO., INC., contractor for MCKENZIE METHANE CORPORATION.

M-W DRILLING CO.

G. M. Whitehead
G. M. Whitehead, Individually

By: G. M. Whitehead
G. M. Whitehead
Its President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that G. M. Whitehead., President of M-W Drilling, Co., and G. M. Whitehead, individually, who being duly sworn, deposes and says as follows: That he has personal knowledge of the facts set forth in the foregoing statement of lien, and the same are true and correct, to the best of his knowledge and belief.

G. M. Whitehead
G. M. Whitehead, Individually

G. M. Whitehead
G. M. Whitehead
President

Given under my hand this the 22 day of March, 1991.

Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
91 MAR 26 AM 9:54

JUDGE OF PROBATE

1. Total Fee	
2. State Fee	2.50
3. Notary Fee	3.00
4. Recording Fee	1.00
5. Notary Fee	1.00
6. Total Fee	6.50
Total	6.50

M A Spears

STATE OF ALABAMA)
COUNTY OF SHELBY)

1670

VERIFIED STATEMENT OF MECHANIC'S AND MATERIALMAN'S LIEN

M-W Drilling Co. and G. M. Whitehead, pursuant to Section 35-11-210, et seq., Code of Alabama (1975), file this statement in writing, verified by the oath of the undersigned, who has personal knowledge of the facts set forth herein.

1. That the said M-W Drilling Co. and G. M. Whitehead, claim a lien upon the following described property owned by MCKENZIE METHANE CORPORATION, more specifically described as the following gas well and the leases owned by MCKENZIE METHANE CORPORATION in the unit for said well, being

<u>Well Name</u>	<u>Permit No.</u>	<u>Unit</u>
Kimberly-Clark, Segco	9627-C	S17, T21S, R3W
Well No. 601		

including one acre contiguous thereto, located in Shelby County, Alabama.

2. This lien is claimed on the interest of MCKENZIE METHANE CORPORATION in the above-described well and the leases comprising the unit for the well.

3. Said lien is also claimed against any unpaid amounts due by MCKENZIE METHANE CORPORATION to PILGREEN PRODUCING CO., INC., contractor for MCKENZIE METHANE CORPORATION in connection with this well.

4. Said lien is claimed to secure an indebtedness of \$45,840.00, plus interest and attorney's fees, for goods and services rendered by M-W Drilling, Co. and G. M. Whitehead, for PILGREEN PRODUCING CO., INC., contractor for MCKENZIE METHANE CORPORATION.

M-W DRILLING CO.

Rec'd 2.50
Jud 3.00
Cert 1.00
6.50

G. M. Whitehead
G. M. Whitehead, Individually

By: G. M. Whitehead
G. M. Whitehead
Its President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that G. M. Whitehead., President of M-W Drilling, Co., and G. M. Whitehead, individually, who being duly sworn, deposes and says as follows: That he has personal knowledge of the facts set forth in the foregoing statement of lien, and the same are true and correct, to the best of his knowledge and belief.

G. M. Whitehead
G. M. Whitehead, Individually

G. M. Whitehead
G. M. Whitehead
President

Given under my hand this the 22 day of March, 1991.

Notary Public
Notary Public

M A Spears

1571

STATE OF ALABAMA)
COUNTY OF SHELBY)

VERIFIED STATEMENT OF MECHANIC'S AND MATERIALMAN'S LIEN

M-W Drilling Co. and G. M. Whitehead, pursuant to Section 35-11-210, et seq., Code of Alabama (1975), file this statement in writing, verified by the oath of the undersigned, who has personal knowledge of the facts set forth herein.

1. That the said M-W Drilling Co. and G. M. Whitehead, claim a lien upon the following described property owned by MCKENZIE METHANE CORPORATION, more specifically described as the following gas well and the leases owned by MCKENZIE METHANE CORPORATION in the unit for said well, being

<u>Well Name</u>	<u>Permit No.</u>	<u>Unit</u>
Kimberly-Clark, Segoo	9418-C	S22, T22S, R4W
Well No. 376		

including one acre contiguous thereto, located in Shelby County, Alabama.

2. This lien is claimed on the interest of MCKENZIE METHANE CORPORATION in the above-described well and the leases comprising the unit for the well.

3. Said lien is also claimed against any unpaid amounts due by MCKENZIE METHANE CORPORATION to PILGREEN PRODUCING CO., INC., contractor for MCKENZIE METHANE CORPORATION in connection with this well.

4. Said lien is claimed to secure an indebtedness of \$45,600.00, plus interest and attorney's fees, for goods and services rendered by M-W Drilling, Co. and G. M. Whitehead, for PILGREEN PRODUCING CO., INC., contractor for MCKENZIE METHANE CORPORATION.

M-W DRILLING CO.

G. M. Whitehead
G. M. Whitehead, Individually

By: G. M. Whitehead
G. M. Whitehead
Its President

Rec 2.50
Jud 3.00
Cut 1.00
6.50

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that G. M. Whitehead., President of M-W Drilling, Co., and G. M. Whitehead, individually, who being duly sworn, deposes and says as follows: That he has personal knowledge of the facts set forth in the foregoing statement of lien, and the same are true and correct, to the best of his knowledge and belief.

G. M. Whitehead
G. M. Whitehead, Individually

G. M. Whitehead
G. M. Whitehead
President

Given under my hand this the 22 day of March, 1991.

Notary Public
Notary Public

M A Spears

BOOK 335 PAGE 47

STATE OF ALABAMA, SHELBY COUNTY
I HEREBY CERTIFY THIS INSTRUMENT WAS FILED
91 MAR 26 AM 9:55
JUDGE OF PROBATE

1572

STATE OF ALABAMA)
COUNTY OF SHELBY)

VERIFIED STATEMENT OF MECHANIC'S AND MATERIALMAN'S LIEN

M-W Drilling Co. and G. M. Whitehead, pursuant to Section 35-11-210, et seq., Code of Alabama (1975), file this statement in writing, verified by the oath of the undersigned, who has personal knowledge of the facts set forth herein.

1. That the said M-W Drilling Co. and G. M. Whitehead, claim a lien upon the following described property owned by MCKENZIE METHANE CORPORATION, more specifically described as the following gas well and the leases owned by MCKENZIE METHANE CORPORATION in the unit for said well, being

<u>Well Name</u>	<u>Permit No.</u>	<u>Unit</u>
Kimberly-Clark, Segco	9439-C	S12, T22S, R4W
Well No. 271		

including one acre contiguous thereto, located in Shelby County, Alabama.

2. This lien is claimed on the interest of MCKENZIE METHANE CORPORATION in the above-described well and the leases comprising the unit for the well.

3. Said lien is also claimed against any unpaid amounts due by MCKENZIE METHANE CORPORATION to PILGREEN PRODUCING CO., INC., contractor for MCKENZIE METHANE CORPORATION in connection with this well.

4. Said lien is claimed to secure an indebtedness of \$45,804.00, plus interest and attorney's fees, for goods and services rendered by M-W Drilling, Co. and G. M. Whitehead, for PILGREEN PRODUCING CO., INC., contractor for MCKENZIE METHANE CORPORATION.

1. Doc. Tax	0.00
2. Adm. Tax	2.50
3. Recording Fee	3.00
4. Indexing	0.00
5. Notary Fee	1.00
6. Certified Fee	0.00
Total	6.50

M-W DRILLING CO.

By: G. M. Whitehead
G. M. Whitehead
Its President

G. M. Whitehead
G. M. Whitehead, Individually

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
91 MAR 26 AM 9:56

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that G. M. Whitehead., President of M-W Drilling, Co., and G. M. Whitehead, individually, who being duly sworn, deposes and says as follows: That he has personal knowledge of the facts set forth in the foregoing statement of lien, and the same are true and correct, to the best of his knowledge and belief.

G. M. Whitehead
G. M. Whitehead, Individually

G. M. Whitehead
G. M. Whitehead
President

Given under my hand this the 22nd day of March, 1991.

Robin J. Spears
Notary Public

M A Spears

BOOK 335 PAGE 48

STATE OF ALABAMA)
COUNTY OF SHELBY)

1573

VERIFIED STATEMENT OF MECHANIC'S AND MATERIALMAN'S LIEN

M-W Drilling Co. and G. M. Whitehead, pursuant to Section 35-11-210, et seq., Code of Alabama (1975), file this statement in writing, verified by the oath of the undersigned, who has personal knowledge of the facts set forth herein.

1. That the said M-W Drilling Co. and G. M. Whitehead, claim a lien upon the following described property owned by MCKENZIE METHANE CORPORATION, more specifically described as the following gas well and the leases owned by MCKENZIE METHANE CORPORATION in the unit for said well, being

<u>Well Name</u>	<u>Permit No.</u>	<u>Unit</u>
USX	9619-C	S2, T21S, R4W
Well No. 612		

including one acre contiguous thereto, located in Shelby County, Alabama.

2. This lien is claimed on the interest of MCKENZIE METHANE CORPORATION in the above-described well and the leases comprising the unit for the well.

3. Said lien is also claimed against any unpaid amounts due by MCKENZIE METHANE CORPORATION to PILGREEN PRODUCING CO., INC., contractor for MCKENZIE METHANE CORPORATION in connection with this well.

4. Said lien is claimed to secure an indebtedness of \$37,524.00, plus interest and attorney's fees, for goods and services rendered by M-W Drilling, Co. and G. M. Whitehead, for PILGREEN PRODUCING CO., INC., contractor for MCKENZIE METHANE CORPORATION.

M-W DRILLING CO.

1. Used Tax	
2. Sales Tax	2.50
3. Notary Fee	3.00
4. License	
5. No. of Pages	1.00
6. Certified Fee	
Total	6.50

G. M. Whitehead
G. M. Whitehead, Individually

By: G. M. Whitehead
G. M. Whitehead
Its President

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

91 MAR 26 AM 9:56

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that G. M. Whitehead., President of M-W Drilling, Co., and G. M. Whitehead, individually, who being duly sworn, deposes and says as follows: That he has personal knowledge of the facts set forth in the foregoing statement of lien, and the same are true and correct, to the best of his knowledge and belief.

G. M. Whitehead
G. M. Whitehead, Individually

G. M. Whitehead
G. M. Whitehead
President

Given under my hand this the 22nd day of March, 1991.

M. A. Spears
Notary Public

M A Spears

BOOK 335 PAGE 49

STATE OF ALABAMA)
COUNTY OF SHELBY)

1574

VERIFIED STATEMENT OF MECHANIC'S AND MATERIALMAN'S LIEN

M-W Drilling Co. and G. M. Whitehead, pursuant to Section 35-11-210, et seq., Code of Alabama (1975), file this statement in writing, verified by the oath of the undersigned, who has personal knowledge of the facts set forth herein.

1. That the said M-W Drilling Co. and G. M. Whitehead, claim a lien upon the following described property owned by MCKENZIE METHANE CORPORATION, more specifically described as the following gas well and the leases owned by MCKENZIE METHANE CORPORATION in the unit for said well, being

<u>Well Name</u>	<u>Permit No.</u>	<u>Unit</u>
USX	9738-C	S27, T21S, R4W
Well No. 654		

including one acre contiguous thereto, located in Shelby County, Alabama.

2. This lien is claimed on the interest of MCKENZIE METHANE CORPORATION in the above-described well and the leases comprising the unit for the well.

3. Said lien is also claimed against any unpaid amounts due by MCKENZIE METHANE CORPORATION to PILGREEN PRODUCING CO., INC., contractor for MCKENZIE METHANE CORPORATION in connection with this well.

4. Said lien is claimed to secure an indebtedness of \$40,908.00, plus interest and attorney's fees, for goods and services rendered by M-W Drilling, Co. and G. M. Whitehead, for PILGREEN PRODUCING CO., INC., contractor for MCKENZIE METHANE CORPORATION.

M-W DRILLING CO.

G. M. Whitehead
G. M. Whitehead, Individually

By: G. M. Whitehead
G. M. Whitehead
Its President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that G. M. Whitehead., President of M-W Drilling, Co., and G. M. Whitehead, individually, who being duly sworn, deposes and says as follows: That he has personal knowledge of the facts set forth in the foregoing statement of lien, and the same are true and correct, to the best of his knowledge and belief.

G. M. Whitehead
G. M. Whitehead, Individually

G. M. Whitehead
G. M. Whitehead
President

Given under my hand this the 22 day of March, 1991.

David J. Spears
Notary Public

M A Spears

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
91 MAR 26 AM 9:57

JUDGE COUNTY IN
PROBATE

BOOK 335 PAGE 50

STATE OF ALABAMA)
COUNTY OF SHELBY)

1575

VERIFIED STATEMENT OF MECHANIC'S AND MATERIALMAN'S LIEN

M-W Drilling Co. and G. M. Whitehead, pursuant to Section 35-11-210, at seq., Code of Alabama (1975), file this statement in writing, verified by the oath of the undersigned, who has personal knowledge of the facts set forth herein.

1. That the said M-W Drilling Co. and G. M. Whitehead, claim a lien upon the following described property owned by MCKENZIE METHANE CORPORATION, more specifically described as the following gas well and the leases owned by MCKENZIE METHANE CORPORATION in the unit for said well, being

<u>Well Name</u>	<u>Permit No.</u>	<u>Unit</u>
Kimberly-Clark, Segco	9774-C	S1, T22S, R4W
Well No. 593		

including one acre contiguous thereto, located in Shelby County, Alabama.

2. This lien is claimed on the interest of MCKENZIE METHANE CORPORATION in the above-described well and the leases comprising the unit for the well.

3. Said lien is also claimed against any unpaid amounts due by MCKENZIE METHANE CORPORATION to PILGREEN PRODUCING CO., INC., contractor for MCKENZIE METHANE CORPORATION in connection with this well.

4. Said lien is claimed to secure an indebtedness of \$45,600.00, plus interest and attorney's fees, for goods and services rendered by M-W Drilling, Co. and G. M. Whitehead, for PILGREEN PRODUCING CO., INC., contractor for MCKENZIE METHANE CORPORATION.

M-W DRILLING CO.

G. M. Whitehead
G. M. Whitehead, Individually

By: G. M. Whitehead
G. M. Whitehead
Its President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that G. M. Whitehead., President of M-W Drilling, Co., and G. M. Whitehead, individually, who being duly sworn, deposes and says as follows: That he has personal knowledge of the facts set forth in the foregoing statement of lien, and the same are true and correct, to the best of his knowledge and belief.

G. M. Whitehead
G. M. Whitehead, Individually

G. M. Whitehead
G. M. Whitehead
President

Given under my hand this the 22 day of March, 1991.

M. A. Spears
Notary Public

M A Spears

BOOK 335 PAGE 51

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
91 MAR 26 AM 9:57

1576

STATE OF ALABAMA)
COUNTY OF SHELBY)

VERIFIED STATEMENT OF MECHANIC'S AND MATERIALMAN'S LIEN

M-W Drilling Co. and G. M. Whitehead, pursuant to Section 35-11-210, et seq., Code of Alabama (1975), file this statement in writing, verified by the oath of the undersigned, who has personal knowledge of the facts set forth herein.

1. That the said M-W Drilling Co. and G. M. Whitehead, claim a lien upon the following described property owned by MCKENZIE METHANE CORPORATION, more specifically described as the following gas well and the leases owned by MCKENZIE METHANE CORPORATION in the unit for said well, being

<u>Well Name</u>	<u>Permit No.</u>	<u>Unit</u>
USX	9719-C	S35, T21S, R4W
Well No. 658		

including one acre contiguous thereto, located in Shelby County, Alabama.

2. This lien is claimed on the interest of MCKENZIE METHANE CORPORATION in the above-described well and the leases comprising the unit for the well.

3. Said lien is also claimed against any unpaid amounts due by MCKENZIE METHANE CORPORATION to PILGREEN PRODUCING CO., INC., contractor for MCKENZIE METHANE CORPORATION in connection with this well.

4. Said lien is claimed to secure an indebtedness of \$48,000.00, plus interest and attorney's fees, for goods and services rendered by M-W Drilling, Co. and G. M. Whitehead, for PILGREEN PRODUCING CO., INC., contractor for MCKENZIE METHANE CORPORATION.

BOOK 335 PAGE 52

M-W DRILLING CO.

G. M. Whitehead
G. M. Whitehead, Individually

By: G. M. Whitehead
G. M. Whitehead
Its President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that G. M. Whitehead., President of M-W Drilling, Co., and G. M. Whitehead, individually, who being duly sworn, deposes and says as follows: That he has personal knowledge of the facts set forth in the foregoing statement of lien, and the same are true and correct, to the best of his knowledge and belief.

G. M. Whitehead
G. M. Whitehead, Individually

G. M. Whitehead
G. M. Whitehead
President

Given under my hand this the 22 day of March, 1991.

M A Spears

Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
91 MAR 26 AM 9:57
JUDGE OF PROBATE

STATE OF ALABAMA)
COUNTY OF SHELBY)

VERIFIED STATEMENT OF MECHANIC'S AND MATERIALMAN'S LIEN

M-W Drilling Co. and G. M. Whitehead, pursuant to Section 35-11-210, et seq., Code of Alabama (1975), file this statement in writing, verified by the oath of the undersigned, who has personal knowledge of the facts set forth herein.

1. That the said M-W Drilling Co. and G. M. Whitehead, claim a lien upon the following described property owned by MCKENZIE METHANE CORPORATION, more specifically described as the following gas well and the leases owned by MCKENZIE METHANE CORPORATION in the unit for said well, being

<u>Well Name</u>	<u>Permit No.</u>	<u>Unit</u>
Kimberly-Clark, Segco	9776-C	S31, T21S, R3W
Well No. 652		

including one acre contiguous thereto, located in Shelby County, Alabama.

2. This lien is claimed on the interest of MCKENZIE METHANE CORPORATION in the above-described well and the leases comprising the unit for the well.

3. Said lien is also claimed against any unpaid amounts due by MCKENZIE METHANE CORPORATION to PILGREEN PRODUCING CO., INC., contractor for MCKENZIE METHANE CORPORATION in connection with this well.

4. Said lien is claimed to secure an indebtedness of \$48,000.00, plus interest and attorney's fees, for goods and services rendered by M-W Drilling, Co. and G. M. Whitehead, for PILGREEN PRODUCING CO., INC., contractor for MCKENZIE METHANE CORPORATION.

M-W DRILLING CO.

G. M. Whitehead
G. M. Whitehead, Individually

By: G. M. Whitehead
G. M. Whitehead
Its President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that G. M. Whitehead., President of M-W Drilling Co., and G. M. Whitehead, individually, who being duly sworn, deposes and says as follows: That he has personal knowledge of the facts set forth in the foregoing statement of lien, and the same are true and correct, to the best of his knowledge and belief.

G. M. Whitehead
G. M. Whitehead, Individually

G. M. Whitehead
G. M. Whitehead
President

Given under my hand this the 22 day of March, 1991.

Doni J. Spears
Notary Public

M A Spears

BOOK 335 PAGE 53

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
91 MAR 26 AM 9:57
JUDGE OF SUPERIOR COURT
MOBILE

This form furnished by:

Cahaba Title, Inc.

Riverchase Office
(205) 988-5600

Eastern Office
(205) 833-1571

This instrument was prepared by:

(Name) Mitchell A. Spears
(Address) P.O. Box 91
Montevallo AL 35115

Send Tax Notice to:

(Name) Joyce L. Brown
(Address) #9 Village Green Apts.
Montevallo AL 35115

WARRANTY DEED

STATE OF ALABAMA

SHELBY COUNTY } **KNOW ALL MEN BY THESE PRESENTS,**

That in consideration of Nine Thousand and 00/100 (\$9,000.00)----- DOLLARS

to the undersigned grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged, I or we,

MARIE M. HURT, also known as **MARIE HURT**, an unmarried woman
(herein referred to as grantor, whether one or more), grant, bargain, sell and convey unto

JOYCE L. BROWN

(herein referred to as grantee, whether one or more), the following described real estate, situated in
Shelby County, Alabama, to-wit:

Lot 23, according to the Survey of Ripple Creek Estates, Phase 2,
First Addition as recorded in Map Book 14 page 39 in the Probate
Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO:

PURCHASE MONEY FIRST MORTGAGE IN FAVOR OF THE UNITED STATES OF AMERICA, ACTING
THROUGH THE FARMERS HOME ADMINISTRATION, UNITED STATES DEPARTMENT OF AGRICULTURE,
IN THE OF \$48,000.00.

Building setback line of 30 feet reserved from Dana Drive as shwon by plat.

Public utility easements as shown by recorded plat, including a 5 foot easement
on the Westerly, Northerly and Easterly sides of lot.

Restrictions, covenants and conditions as set out in instrument recorded in Map Book
14 page 39 in Probate Office.

Transmission Line Permit to Alabama Power Company as shown by instrument recorded in
Deed Book 108 page 334 in Probate Office.

Condemnation by Alabama Power Company for transmission in final as recorded in
Misc. Book 7 page 236 in the Probate Office.

1. Deed Tax ----- 4.00
2. Mtg. Tax ----- 2.50
3. Recording Fee ----- 3.00
4. Indexing ----- 3.00
5. No. Tax Fee ----- 1.00
6. Certified Fee ----- 1.00
Total ----- 15.50

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
91 MAR 26 AM 10:00

JUDGE OF PROBATE

TO HAVE AND TO HOLD, To the said GRANTEE, his, her or their heirs and assigns forever

And I (we) do, for myself (ourselves) and for my (our) heirs, executors and administrators, covenant with said grantee, his,
her or their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances,
unless otherwise stated above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will, and my
(our) heirs, executors and administrators shall warrant and defend the same to the said grantee, his, her or their heirs and assigns
forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this 22nd
day of MARCH, 19 91

(Seal)

(Seal)

(Seal)

Marie M. Hurt (Seal)
MARIE M. HURT

(Seal)

(Seal)

STATE OF ALABAMA

SHELBY County } **General Acknowledgment**

I, _____ the undersigned authority
in said State, hereby certify that **Marie M. Hurt**

a Notary Public in and for said County,

whose name(s) 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.

Given under my hand and official seal, this 22nd day of March, 19 91

8/93
My Commission Expires:

M. A. Spears
Notary Public

USDA-FmHA
Form FmHA 427-1 AL
(Rev. 12-87)

Position 5

1579

The form of this instrument was drafted by the Office of the General Counsel of the United States Department of Agriculture, Washington, D.C., and the material in the blank spaces in the form was inserted by or under the direction of

Mitchell A. Spears

(Name)

P.O. Box 91, Montevallo AL 35115

(Address)

REAL ESTATE MORTGAGE FOR ALABAMA

THIS MORTGAGE is made and entered into by JOYCE L. BROWN, an unmarried woman

residing in Shelby County, Alabama, whose post office address is #9 Village Green, Montevallo, Alabama 35115,

herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government,"

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
March 22, 1991	\$48,000.00	8.75%	June 22, 2024

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument may be increased as provided in the Farmers Home Administration regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949, or any other statute administered by the Farmers Home Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower.

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

NOW THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, and assign unto the Government, with general warranty, the following property situated in the State of Alabama, County(ies) of SHELBY :

Lot 23, according to the Survey of Ripple Creek Estates, Phase 2,
First Addition as recorded in Map Book 14 page 39 in the Probate
Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

THIS IS A PURCHASE MONEY FIRST MORTGAGE.

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, fire premiums and other charges upon the real premises.

BOOK 335 PAGE 56

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, or conveying the property.

(12) Except as provided by the Farmers Home Administration regulations, neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government—whether once or often—in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, or (d) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

BOOK 335 PAGE 57

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, or national origin and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

(21) Borrower further agrees that the loan(s) secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

(22) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(23) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, at Montgomery, Alabama 36104, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(24) Upon default by the Borrower as aforesaid, the Government and its assigns may take possession of the property and foreclose this mortgage by sale to the highest bidder, for cash, at the courthouse door of any county in which all or a part of the property is situated, after advertising the time, place and terms of sale once a week for three successive weeks in a newspaper of general circulation in each county in which a portion of the property is situated.

(25) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 22nd day

of March, 19 91.

Signed, sealed, and delivered in the presence of:

(Witness)

(Witness)

Joyce L. Brown (SEAL)
JOYCE L. BROWN

(SEAL)

STATE OF ALABAMA

SHELBY COUNTY

ACKNOWLEDGEMENT

I, the undersigned authority, a Notary Public in and for said County, in said

State, do hereby certify that JOYCE L. BROWN

whose name(s) 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.

Given under my hand and seal this 22nd day of March, 19 91.

(SEAL)

My commission expires: 8/93

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

91 MAR 26 AM 10:01

JUDGE OF

NO TAX COLLECTED
1. Dead Tax _____
2. Mfg. Tax _____
3. Recording Fee 10.00
4. Indexing 5.00
5. No Tax Fee 1.00
6. Certified Fee 1.00
Total 17.00

First Alabama Bank

PARTIAL RELEASE

STATE OF ALABAMA)
Shelby COUNTY)

1580

For and in consideration of One Dollar (\$1.00) and other good and valuable considerations to it in hand paid, the receipt whereof is hereby acknowledged, the undersigned FIRST ALABAMA BANK ~~OF~~ Shelby County, a corporation, does hereby release and discharge from the lien of that certain mortgage executed by Don and Marie Hurt dated 1-16-87 recorded in Volume 115 304 Corrected in 20 Page 54 Probate Records of Shelby County, Alabama; the following described property:

Lot 23, according to the survey of Ripple Creek, Phase 2, in Map Book 14, page 39, in the Judge of Probate Office in Shelby County, Alabama.

It being distinctly understood, however, that all other property in said mortgage described and conveyed, shall be and continue to remain in all respects to said mortgage, and that all the covenants and undertakings of the said mortgage in said mortgage and the note thereby secured shall continue in full force and effect, and the said FIRST ALABAMA BANK ~~OF~~ Shelby County, a corporation, shall continue to have all rights and powers granted to it under said mortgage, except as to the above described premises.

IN WITNESS WHEREOF, the undersigned, FIRST ALABAMA BANK ~~OF~~ Shelby County, a corporation, has caused these presents to be executed by Anthony F. Holmes its Senior Vice President duly authorized thereto, on this 22nd day of March, 1991

FIRST ALABAMA BANK ~~OF~~ Shelby County

By Anthony F. Holmes

STATE OF ALABAMA)
SHELBY COUNTY)

STATE OF ALA. SHELBY CO.
 I CERTIFY THIS
 INSTRUMENT WAS FILED

91 MAR 26 AM 10:02

JUDGE OF PROBATE

1	1.00
2	1.00
3	1.00
4	1.00
5	1.00
6	1.00
Total	7.50

I, the undersigned authority, a Notary Public in and for Said County and State hereby certify that Anthony F. Holmes whose name as Senior Vice-President of FIRST ALABAMA BANK ~~OF~~ Shelby County, a corporation, is signed to the foregoing release, and who is known to me, acknowledge before me, on this day, that being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 22nd day of March, 1991

M. A. Spears

Susan G. Stivers

Notary Public

MY COMMISSION EXPIRES JANUARY 15, 1995

This instrument was prepared by

(Name)

Lamar Ham

(Address)

3512 Old Montgomery Highway
Birmingham, AL 35209

SEND TAX NOTICE TO:
James Richard Strickland
2126 Baneberry Drive
Birmingham, AL 35244

CORPORATION FORM WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR

LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF Jefferson

KNOW ALL MEN BY THESE PRESENTS,

That in consideration of Two Hundred Twenty Four Thousand Nine Hundred and 00/100-----Dollars

to the undersigned grantor, DKM Enterprises, Inc. a corporation,
(herein referred to as GRANTOR), in hand paid by the GRANTEEES herein, the receipt of which is hereby acknowledged, the
said GRANTOR does by these presents, grant, bargain, sell and convey unto

James Richard Strickland and Jerry Jean Strickland

(herein referred to as GRANTEEES) for and during their joint lives and upon the death of either of them, then to the survivor
of them in fee simple, together with every contingent remainder and right of reversion, the following described real estate,
situated in Shelby County, Alabama, to-wit:

Lot 3210, according to the Survey of Riverchase Country Club 32nd Addition as
recorded in Map Book 14, page 53 A & B, in the Probate Office of Shelby County,
Alabama.

Subject to current taxes, easements, restrictions, mineral and mining rights
and rights of way of record.

\$160,000.00 of the purchase price was paid from the proceeds of a mortgage loan
closed simultaneously herewith.

1. Doc. Tax	64.00
2. Notary Fee	1.00
3. State Tax	1.00
4. County Tax	1.00
5. Notary Fee	1.00
6. Certified Fee	1.00
Total	70.00

TO HAVE AND TO HOLD, To the said GRANTEEES for and during their joint lives and upon the death of either of
them, then to the survivor of them in fee simple, and to the heirs and assigns of such survivor forever, together with every con-
tingent remainder and right of reversion. And said GRANTOR does for itself, its successors and assigns, covenant with said
GRANTEEES, their heirs and assigns, that is lawfully seized in fee simple of said premises, that they are free from all encum-
brances,

that it has a good right to sell and convey the same as aforesaid, and that it will and its successors and assigns shall, warrant
and defend the same to the said GRANTEEES, their heirs, executors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the said GRANTOR, by its President, W. B. Doyle
who is authorized to execute this conveyance, has hereto set its signature and seal, this the 22nd day of March 1991

ATTEST:

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

91 MAR 28 AM 10:07

STATE OF Alabama
COUNTY OF Jefferson

JUDGE OF PROBATE

DKM Enterprises, Inc.

By W. B. Doyle

President

a Notary Public in and for said County in said

I, the undersigned
State, hereby certify that W. B. Doyle
whose name as President of DKM Enterprises, Inc.
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 the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as
the act of said corporation,

Given under my hand and official seal, this the

22nd day of

March

19 91

Notary Public

MY COMMISSION EXPIRES NOVEMBER 9, 1993