This instrument was prepared by

(Name) WALLACE, ELLIS, FOWLER & HEAD, ATTORNEYS AT LAW

(Address) COLUMBIANA, ALABAMA 35051

Form 1-1-22 Rev. 1-66
MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY OF SHELBY } KNOW ALL MEN BY THESE PRESENTS: That Whereas,

David House and wife, Jennifer House
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Stephen Smothers

(hereinafter called "Mortgagee", whether one or more), in the sum of FIVE THOUSAND FIVE HUNDRED AND NO/100 -- Dollars ($ 5,500.00), evidenced by one promissory real estate mortgage note executed this 17 day of April, 1993, due and payable in accordance with the terms and provisions of said note.

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,

David House and wife, Jennifer House

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 lying in the SE¼ of SE¼ of Section 19, Township 20 South, Range 2 East, and more particularly described as follows:
Starting at the Southwest corner of the said SE¼ of SE¼, Section 19, Township 20 South, Range 2 East, run Northerly along the West boundary line of the said SE¼ of SE¼ a distance of 45.0 feet to an iron marker on the North right-of-way line of an easement for a road and utilities, the point of beginning; thence continue Northerly along the said West boundary of the said SE¼ of SE¼ a distance of 326.6 feet to an iron marker; thence turn an angle of 90 degrees 00 minutes to the right and run Easterly a distance of 851.2 feet an iron marker on the West right-of-way line of Shelby County Highway No. 441 (Yellowleaf-Robinson Public Road); thence run Southwesterly along the said West right of way line of said Highway No. 441 a distance of 353.5 feet to an iron marker on the said North right-of-way line of said easement for a road and utilities; thence run Westerly along the said North line for said road and utilities, a distance of 715.9 feet to the point of beginning; being situated in the SE¼ of SE¼, Section 19, Township 20 South, Range 2 East, Shelby County, Alabama; being situated in Shelby County, Alabama.
Less and Except property described in Instrument #1992-8264.
SUBJECT TO THE FOLLOWING EXCEPTIONS AND CONDITIONS:

1. Taxes for 1993 and subsequent years. 1993 taxes are a lien but not due and payable until October 1, 1993.
2. Transmission line permit to Alabama Power Company as recorded in Deed Book 129, Page 77, and Easement to Alabama Power Company as recorded in Deed Book 197, Page 383, in the Probate Office of Shelby County, Alabama.
3. Right of way to Shelby County recorded in Deed Book 256, Page 894, in said Probate Office.
4. Rights acquired by Alabama Power Company under deed dated March 24, 1966, recorded in Deed Book 241, Page 841, in said Probate Office.

THIS IS A PURCHASE MONEY MORTGAGE.

Inst # 1993-11724

04/27/1993-11724
01:11 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 17.25

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

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at 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 further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder 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

David House and wife, Jennifer House

have hereunto set their signatures and seal, this day of April 17th, 1993

David House ....(SEAL)
David House

Jennifer House ....(SEAL)
Jennifer House

...................(SEAL)

...................(SEAL)

THE STATE of ALABAMA
SHELBY COUNTY

I, THE UNDERSIGNED AUTHORITY, a Notary Public in and for said County, in said State, hereby certify that David House and wife, Jennifer House

whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of April, 1993

Notary Public.

THE STATE of Alabama
Shelby COUNTY

I, , a Notary Public in and for said County, in said State, hereby certify that David House and Jennifer House

whose name as of

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 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 17th day of April, 1993

[signature], Notary Public

Return to:

TO

MORTGAGE DEED

Inst # 1993-11724

04/27/1993-11724
01:11 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 17.25

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guarantee Division
TITLE INSURANCE — ABSTRACTS
Birmingham, Alabama