

REAL PROPERTY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THIS MORTGAGE, is made and entered into on this 22nd day of September, 19 93, by and between the undersigned, Lawrence M. Perryman & Wife, Linda M. Perryman

(hereinafter referred to as "Mortgagor", whether one or more) and TRANSAMERICA FINANCIAL SERVICES, INC., (hereinafter referred to as "Mortgagee"); to secure the payment of **Fifteen Thousand Two Hundred Sixty Six & 66/100** Dollars (\$ **15,266.66**), evidenced by a Promissory Note of even date herewith and payable according to the terms of said Note.

NOW, THEREFORE, In consideration of the premises, the Mortgagor, 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:

SEE EXHIBIT "A"

Inst # 1993-29544
09/24/1993-29544
01:01 PM Certified
Shelby County Judge of Probate
MCD 003 36.45

Together with all and singular the rights, privileges, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD FOREVER, unto the said Mortgagee, Mortgagee's successors, heirs and assigns.

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

If the Mortgagor shall sell, lease or otherwise transfer the mortgaged property or any part thereof without the prior written consent of the Mortgagee, the Mortgagee shall be authorized to declare, at its option, all or any part of such indebtedness immediately due and payable.

If the within Mortgage is a second Mortgage, then it is subordinate to that certain prior Mortgage as recorded in Vol. 1992, at Page 26692, in the office of the Judge of Probate of Shelby County, Alabama; but this Mortgage is subordinate to said prior Mortgage only to the extent of the current balance now due on the debt secured by said prior Mortgage. The within Mortgage will not be subordinated to any advances secured by the above described prior mortgage, if said advances are made after the date of the within Mortgage. Mortgagor hereby agrees not to increase the balance owed that is secured by said prior Mortgage. In the event the Mortgagor should fail to make any payments which become due on said prior Mortgage, or should default in any of the other terms, provisions and conditions of said prior Mortgage occur, then such default under the prior Mortgage shall constitute a default under the terms and provisions of the within Mortgage, and the Mortgagee herein may, at its option, declare the entire indebtedness due hereunder immediately due and payable and the within Mortgage subject to foreclosure. Failure to exercise this option shall not constitute a waiver of the right to exercise same in the event of any subsequent default. The Mortgagee herein may, at its option, make on behalf of Mortgagor any such payments which become due on said prior Mortgage, or incur any such expenses or obligations on behalf of Mortgagor, in connection with the said prior Mortgage, in order to prevent the foreclosure of said prior Mortgage, and all such amounts so expended by Mortgagee on behalf of Mortgagor shall become a debt to Mortgagee, or its assigns additional to the debt hereby secured, and shall be covered by this Mortgage, and shall bear interest from date of payment by Mortgagee, or its assigns, at the same interest rate as the indebtedness secured hereby and shall entitle the Mortgagee to all of the rights and remedies provided herein, including at Mortgagee's option, the right to foreclose this Mortgage.

For the purpose of further securing the payment of the indebtedness, the Mortgagor agrees to pay all taxes or assessments when imposed legally upon the real estate, and should default be made in the payment of same, the Mortgagee may at Mortgagee's option pay off the same; and to further secure the indebtedness, Mortgagor agrees to keep the improvements on the 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 Mortgagee as its interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if undersigned fails to keep property insured as above specified, or fails to deliver said insurance policies to Mortgagee, then Mortgagee, or assigns, may at Mortgagee's option, insure the real estate for said sum, for Mortgagee's own benefit, the policy if collected to be credited on the indebtedness, less cost of collecting same. All amounts so expended by Mortgagee for taxes, assessments or insurance, shall become a debt to Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest at the same interest rate as the indebtedness secured hereby from date of payment by Mortgagee or assigns and be at once due and payable.

(Continued on Reverse Side)

First Title

UPON CONDITION, HOWEVER, that if the Mortgagor pays the indebtedness, and reimburses Mortgagee or assigns for any amounts Mortgagee may have expended, then the conveyance to be null and void; but should default be made in the payment of any sums expended by the Mortgagee or assigns, or should the indebtedness hereby secured, or any part thereof, or the interest thereon remain unpaid at maturity, or should the interest of Mortgagee or assigns in the real estate become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of the indebtedness hereby secured, at the option of Mortgagee or assigns, 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 Mortgagee, agents or assigns shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving eighteen 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 the County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the main door of the Court House of the County (or the division thereof), where a substantial and material part of the real estate is located, at public outcry, to the highest bidder for cash, and apply the proceeds of sale: First, to the expense of advertising, selling and conveying, including, if the original amount financed exceeded three hundred dollars, attorney's fees not in excess of fifteen percent of the unpaid balance on the loan, and referral to an attorney not your salaried employee; 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 the other incumbrances, with interest thereon; Third, to the payment of the 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 Mortgagor. Undersigned further agrees that Mortgagee, agents or assigns may bid at said sale and purchase the said estate, if the highest bidder therefor. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Any Mortgagor who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the real estate under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Mortgagee and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without that Mortgagor's consent.

IN WITNESS WHEREOF, the undersigned Mortgagor has hereunto set his signature and seal on the day first above written.

CAUTION — IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS MORTGAGE BEFORE YOU SIGN IT.

Lawrence M. Perryman (Seal)
Lawrence M. Perryman
Linda M. Perryman (Seal)
Linda M. Perryman
____ (Seal)

THE STATE OF ALABAMA } I, The Undersigned, a Notary Public
Chilton COUNTY }
In and for said County, in said State, hereby certify that Lawrence M. Perryman & Wife, Linda M. Perryman whose

name(s) is/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 seal this 22nd day of September, 19 93.
My Commission Expires: 1-15-95 Notary Public Glenda J. Powell

MORTGAGE

TO

Inst # 1993-29544

09/24/1993-29544

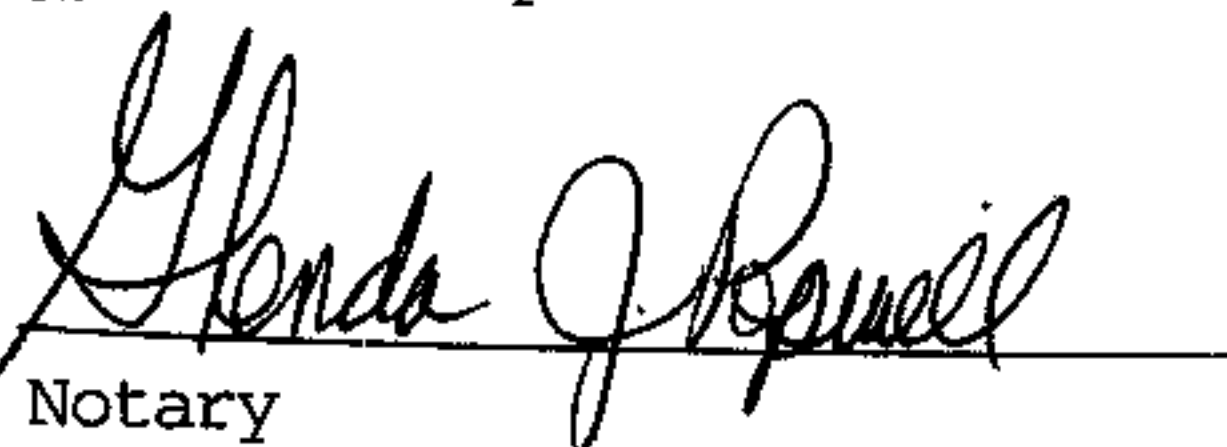
EXHIBIT "A" 01:01 PM Certified

Shelby County Judge of Probate MCD 003 36.45

From the SW corner of the SE 1/4 of the SE 1/4 of Section 32, Township 21 South, Range 1 West run Northerly along the West line of said quarter-quarter 17.45 feet to an iron pin, on the North right of way line of State Highway Number 25; thence Easterly along the North right of way line of State Highway Number 25 289.28 feet to an iron pin, the point of beginning of the herein described tract; thence Northerly along the line of Hodges property on the West deflecting 79 degrees 40 minutes 0 seconds left 316.17 feet to an iron pin; thence Easterly along the line of Hodges property on the North deflecting 87 degrees 57 minutes 39 seconds right 142.70 feet to an iron pin; thence Southerly along the line of Payne R. Matthews property on the East deflecting 92 degrees 2 minutes 21 seconds right 285.30 feet to an iron pin, a corner to Payne R. Matthews on the East, and State Highway Number 25 on the South; thence Westerly along the North right of way line of State Highway Number 25 deflecting 79 degrees 40 minutes 0 seconds right 144.64 feet to an iron pin, the point of beginning, containing 1 acre by survey.

From the Se corner of the SW 1/4 of the SE 1/4 of Section 32, Township 21 South, Range 1 West run Northerly along the East line of said quarter-quarter 17.45 feet to an iron pin on the North right of way line of State Highway Number 25, the point of beginning of the herein described tract; thence continuing Northerly along the East line of the SW 1/4 of the Se 1/4 along the line of R. Dawson property on the West 213.55 feet to an iron pin; thence Westerly along the line of R. Dawson property on the South deflecting 92 degrees 4 minutes 2 seconds left 667.46 feet to an iron pin; thence Northerly along the line of Frank Salamone property on the West deflecting 92 degrees 3 minutes 45 seconds right 330.0 feet to an iron pin; thence Easterly along the line of Frank Salamone property on the North deflecting 87 degrees 56 minutes right 667.48 feet to an iron pin; thence Northerly along the line of Frank Salamone property on the West deflecting 87 degrees 55 minutes 59 seconds left 104.99 feet to an iron pin; thence Easterly along the line of Frank Salamone property on the North deflecting 87 degrees 57 minutes 46 seconds 427.49 feet to an iron pin; thence Southerly along the line of Payne R. Matthews property on the East deflecting 92 degrees 2 minutes 31 seconds right 290.58 feet to an iron pin; thence Westerly along the line of Hodges property on the South deflecting 87 degrees 57 minutes 39 seconds right 142.70 feet to an iron pin; thence Southerly along the line of Hodges property on the West deflecting 87 degrees 57 minutes 29 seconds left 316.17 feet to an iron pin; a corner to Hodges on the West, and State Highway Number 25 on the South; thence Westerly along the North right of way line of State Highway Number 25 deflecting 79 degrees 40 minutes 0 seconds right 289.28 feet to an iron pin, the point of beginning, containing 10.11 acres by survey, less and except the following described parcel:

From the Se corner of the SW 1/4 of the SE 1/4 of Section 32, Township 21 South, Range 1 West run Northerly along the East line of said quarter-quarter 17.45 feet to an iron pin on the North right of way line of State Highway Number 25, the point of beginning of the herein described tract; thence continuing Northerly along the East line of the SW 1/4 of the SE 1/4 213.55 feet to an iron pin; thence Westerly along the line of R. Dawson property on the South deflecting 92 degrees 4 minutes 2 seconds left 347.36 feet to an iron pin; thence Northerly along the line of Hodges property on the West deflecting 92 degrees 4 minutes 2 seconds right 35.0 feet to an iron pin; thence Easterly along the line of Hodges property on the North deflecting 87 degrees 55 minutes 58 seconds right 480.25 feet to an iron pin; thence Southerly along the line of Hodges property on the East deflecting 92 degrees 4 minutes 2 seconds right 229.15 feet to an iron pin, a corner to Hodges on the East, and State Highway Number 25 on the South; thence Westerly along the North right of way line of State Highway Number 25 deflecting 79 degrees 40 minutes 17 seconds right 135.0 feet to an iron pin, the point of beginning, containing 1 acre by survey. All according to the survey of Reese E. Mallette, Jr. Less and except Deed recorded in Book 320, at Page 357 and corrected in Book 323, at Page 755.


Notary

 (seal)
Lawrence M. Perryman

 (seal)
Linda M. Perryman