

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,

Gregory Myles Evans and wife, Allison Carol Palmer Evans

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

Betty A. Zeitz

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

of TEN THOUSAND AND NO/100 -----Dollars
(\$10,000.00), evidenced by one promissory real estate mortgage note executed this 13th
day of December, 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,

Gregory Myles Evans and wife, Allison Carol Palmer Evans

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:

PROPERTY BEING DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE
PART AND PARCEL HEREOF AS FULLY AS IF SET OUT HEREIN, WHICH SAID
EXHIBIT IS SIGNED FOR THE PURPOSE OF IDENTIFICATION.

THIS IS A SECOND MORTGAGE.

It is agreed and understood that the mortgagors herein shall have the
right at any time to prepay all or any part of said above indebtedness,
without penalty, by paying such amount of principal plus the accrued interest
as of such prepayment date.

Inst # 1993-39818

12/13/1993-39818
10:48 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MJS 29.50

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

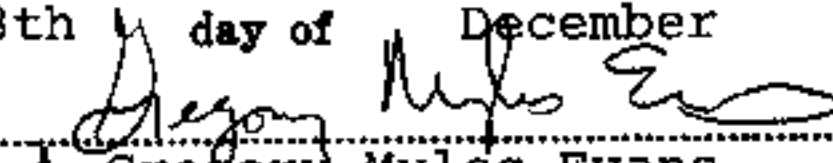
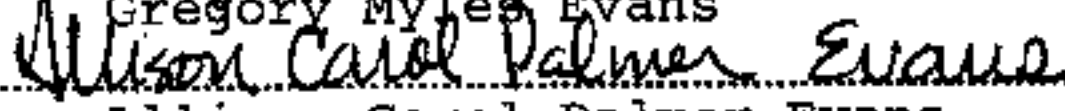
To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should 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

GREGORY MYLES EVANS AND WIFE, ALLISON CAROL PALMER EVANS

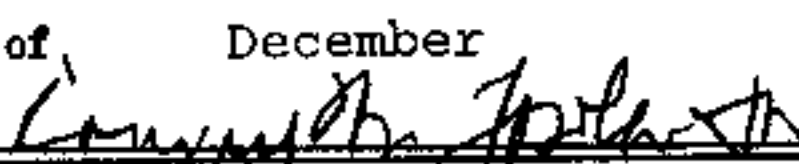
have hereunto set their signatures and seal, this 13th day of December, 19 93

 (SEAL)
Gregory Myles Evans
 (SEAL)
Allison Carol Palmer Evans
(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 Gregory Myles Evans and wife, Allison Carol Palmer Evans

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 13th day of December, 19 93
 Notary Public.

THE STATE of
COUNTY }

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

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 day of, 19
Notary Public

Return to:

TO

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guaranty Division
TITLE INSURANCE - ABSTRACTS
Birmingham, Alabama

EXHIBIT "A"

PARCEL 1:

Begin at the SW corner of the SW 1/4 of the NW 1/4 of Section 2, Township 24 North, Range 14 East; thence North 02 degrees 09 minutes 01 seconds East and along the west line of said 1/4-1/4 section 910.29 feet to the intersection of a projected fence line; thence south 83 degrees 30 minutes 42 seconds East and run 269.77 feet to the west right-of-way line of Shelby County Highway No. 86, said point being on a curve to the right having a central angle of 8 degrees 42 minutes 21 seconds and a radius of 2934.73 feet; thence along the chord of said curve South 12 degrees 34 minutes 13 seconds west and run 445.49 feet to the end of said curve; thence along said right-of-way line south 16 degrees 55 minutes 25 seconds west and run 466.39 feet to the south line of said 1/4-1/4 section; thence north 88 degrees 28 minutes 58 seconds west along said 1/4-1/4 line 69.50 feet to the Point of Beginning. Situated in Shelby County, Alabama.

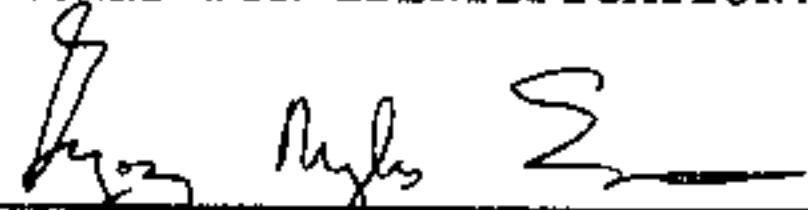
PARCEL 2:

Commence at the SW corner of the SW 1/4 of the NW 1/4 of Section 2, Township 24 North, Range 14 East; thence north 01 degree 09 minutes 01 seconds east along the west line of said 1/4-1/4 section 910.29 feet; thence south 83 degrees 30 minutes 42 seconds east and run 349.81 feet to the Point of Beginning; thence continue along last described course 1636.07 feet to a fence post as called for in deed; thence south 01 degree 23 minutes 53 seconds west and run 360.18 feet to the north right-of-way line of Sawyers Cove Road; thence south 56 degrees 25 minutes 58 seconds west and run 28.90 feet to the P.C. of a curve to the right having a central angle of 3 degrees 48 minutes 09 seconds and a radius of 941.70 feet; thence along the chord of said curve south 58 degrees 20 minutes 03 seconds west and run 62.49 feet to the P.T. of said curve; thence continue along said R.O.W. line south 60 degrees 14 minutes 07 seconds west and run 82.05 feet to the P.C. of a curve to the left having a central angle of 23 degrees 37 minutes 35 seconds and a radius of 619.21 feet; thence along the chord of said curve south 48 degrees 25 minutes 18 seconds west and run 253.54 feet to the P.T. of said curve; thence along said R.O.W. line south 36 degrees 36 minutes 32 seconds west and run 41.08 feet to the P.C. of a curve to the right, having a central angle of 53 degrees 07 minutes 03 seconds and a radius of 184.78 feet; thence along the chord of said curve south 63 degrees 10 minutes 06 seconds west and run 165.24 feet to the P.T. of said curve; thence along said R.O.W. line 89 degrees 43 minutes 36 seconds west and run 28.50 feet to the P.C. of a curve to the right, having a central angle of 04 degrees 31 minutes 32 seconds and a radius of 1894.35 feet; thence along the chord of said curve north 88 degrees 00 minutes 39 seconds west and run 149.59 feet to the P.T. of said curve; thence along the R.O.W. line north 85 degrees 44 minutes 54 seconds west and run 63.52 feet to the P.C. of a curve to the left having a central angle of 01 degree 43 minutes 01 second and a radius of 3710.19 feet; thence along the chord of said curve north 86 degrees 36 minutes 23 seconds west and run 111.17 feet to the P.T. of said curve; thence along said R.O.W. line north 87 degrees 25 minutes 54 seconds west and run 625.45 feet to the P.C. of a curve to the left, having a central angle of 02 degrees 15 minutes 30 seconds and a radius of 4558.18 feet; thence along the chord of said curve run north 88 degrees 35 minutes 39 seconds and run 179.65 feet to the P.T. of said curve; thence along said R.O.W. line north 89 degrees 43 minutes 24 seconds west and run 59.58 feet to the P.C. of a curve to the right, having a central angle of 04 degrees 33 minutes 27 seconds and a radius of 1438.45 feet; thence along the chord of said curve north 87 degrees 26 minutes 34 seconds west and run 114.38 feet to a point on the east right-of-way line of Shelby County Highway No. 86; thence along said R.O.W. line north 16 degrees 55 minutes 25 seconds east and run 425.86 feet to the P.C. of a curve to the left, having a central angle of 08 degrees 45 minutes 06 seconds and a radius of 3014.73 feet; thence along the chord of said curve north 12 degrees 32 minutes 50 seconds east and run 460.04 feet to the Point of Beginning. Situated in Shelby County, Alabama. According to the survey of J.S. Pilkington Re. #1304, dated October 28, 1993.

SUBJECT TO THE FOLLOWING EXCEPTIONS AND CONDITIONS:

1. Taxes for 1994 and subsequent years. 1994 ad valorem taxes are a lien but not due and payable until October 1, 1994.
2. Transmission line permits to Alabama Power Company as recorded in Deed Book 133, Page 167 and Deed Book 186, Page 218 in Probate Office of Shelby County, Alabama.
3. Right of way to Shelby County as recorded in Deed Book 271, Page 755 in Probate Office.
4. Any part of caption lands that may lie within a public road.

SIGNED FOR IDENTIFICATION:


Gregory Myles Evans

Inst # 1993-39818


Allison Carol Palmer Evans

12/13/1993-39818
10:48 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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