

This instrument was prepared by

(Name) Jones & Waldrop

1025 Montgomery Highway

(Address) Birmingham, Al. 35216

Form 1-1-22 Rev. 1-66 #081/94

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Carol H. Danielson and her husband Arvid A. Danielson

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

Claudia K. Deason and her husband Harold C. Deason

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

of Ninety-nine thousand three hundred and no/100

Dollars

(\$ 99,300.00), evidenced by a real estate mortgage note executed simultaneously herewith.

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,

Carol H. Danielson and her husband Arvid A. Danielson

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 attached Exhibit A for legal description incorporated herein for all purposes.

Subject to: All easements, restrictions and rights of way of record.

This is a purchase money mortgage.

This mortgage cannot be assumed without the express written consent of the mortgagee.

Inst # 1994-22093

07/14/1994-22093
10:20 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
003 MCD 162.45

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

Carol H. Danielson and her husband Arvid A. Danielson

have hereunto set their signature and seal, this 30 day of June, 19 94

 (SEAL)
CAROL H. DANIELSON
 (SEAL)
ARVID A. DANIELSON (SEAL)

THE STATE of Alabama

Jefferson

COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Carol H. Danielson and her husband Arvid A. Danielson

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 30 day of June 19 94

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: Jues + Aldrop
2-081-94

TO

MORTGAGE DEED

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

EXHIBIT A

All that part of the SE 1/4 of the NW 1/4 lying West of Montgomery Road; also the East 1/2 of the SW 1/4 of NW 1/4 all in Section 5, Township 22 South, Range 1 East, Shelby County, Alabama.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Commence at the SW corner of the SE 1/4 of the NW 1/4 of Section 5, Township 22 South, Range 1 East; thence run North along the West line of said 1/4-1/4 for 119.56 feet to the point of beginning; thence 90 degrees 00 minutes right run Easterly for 231.29 feet; thence 90 degrees 00 minutes left run Northerly for 466.70 feet; thence 90 degrees 00 minutes left run Westerly for 466.70 feet; thence 90 degrees 00 minutes left run Southerly for 466.70 feet; thence 90 degrees 00 minutes left run Easterly for 235.41 feet to the point of beginning.

Said property being described as part of the SE 1/4 of the NW 1/4 and a part of the E 1/2 of the SW 1/4 of the NW 1/4 of Section 5, Township 22 South, Range 1 East. Also a 20 foot Easement for Egress and Ingress the center line of which is described as follows:

Commence at the SW corner of the SE 1/4 of the NW 1/4 of Section 5, Township 22 South, Range 1 East; thence run East along the South line thereof for 1015.26 feet to the Westerly Right of Way of Shelby County Highway #61; thence 67 degrees 45 minutes 42 seconds left run Northeasterly along said Right of Way for 10.8 feet to the point of beginning; thence 112 degrees 14 minutes 18 seconds left run West and parallel to the South line of said 1/4-1/4 for 1075.52 feet to a curve to the right (having a central angle of 111 degrees 07 minutes 12 seconds and a radius of 79.77 feet) thence run along said curve 154.71 feet to the point of ending.

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