

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,

Richard Warren Carson, Jr. and wife, Kelli Deanne Carson

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

Leon M. Archer and wife, Marjorie P. Archer

(hereinafter called "Mortgagee", whether one or more), in the sum of THIRTY-THREE THOUSAND FIVE HUNDRED AND NO/100 -----Dollars (\$ 33,500.00 ), evidenced by one promissory real estate mortgage note executed this 21st day of November, 1994, due and payable in accordance with the terms and provisions of said note.

Inst # 1994-34562

11/21/1994-34562  
09:46 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 NCD 62.25

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,

Richard Warren Carson, Jr. and wife, Kelli Deanne Carson

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 in the NW 1/4 of SW 1/4 of Section 16, Township 20 South, Range 1 East, Shelby County, Alabama, described as follows: From the N.W. corner of the NW 1/4 of SW 1/4 of Section 16, Township 20 South, Range 1 East, being the point of beginning of herein described parcel of land, run thence East along the North boundary of said NW 1/4 of SW 1/4 a distance of 1330.60 feet to the N.E. corner of said NW 1/4 of SW 1/4; thence turn 90 deg. 06' 08" right and run 288.97 feet along the East boundary of said NW 1/4 of SW 1/4; thence turn 90 deg. 01' 21" right and run 721.99 feet; thence turn 24 deg. 28' 13" left and run 611.65 feet to a point on the East boundary of Co. Hwy. #55; thence turn 106 deg. 06' 49" right and run 16.68 feet along said Hwy. boundary; thence along a curve boundary of said Hwy. a distance of 111.39 feet (curve data: R 858.51 LC 111.39 Delta 07 deg. 26' 02" T 55.77); thence turn 98 deg. 40' 47" to tangent and run 190.60 feet; thence turn 65 deg. 29' 40" left and run 180.0 feet; thence turn 90 deg 00' left and run 200.0 feet to a point on the West boundary of said NW 1/4 of SW 1/4; thence turn 90 deg. 00' right and run 155.0 feet to the point of beginning of herein described parcel of land. Situated in Shelby County, Alabama.

SUBJECT TO THE FOLLOWING EXCEPTIONS AND CONDITIONS:

1. General and special taxes or assessments for 1995 and subsequent years not yet due and payable.
2. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed 102 page 83 and Deed 103 page 175 in Probate Office.
3. Encroachment of dirt road onto the land along the northerly side as shown by the survey of Sam W. Hickey dated November 4, 1994.
4. Encroachment of driveway off of the land to dirt road as shown by the survey of Sam W. Hickey dated November 4, 1994.

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.

It is the agreement of the mortgagors and mortgagee that any monies derived from the cutting and sale of timber on the hereinabove described property shall be applied to the unpaid mortgage indebtedness, principal and interest, owing at the time of the timber cutting.

THIS IS A PURCHASE MONEY MORTGAGE.

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

Richard Warren Carson, Jr. and wife, Kelli Deanne Carson

have hereunto set their signatures and seal, this 21st day of November, 1994

*Richard Warren Carson Jr.* (SEAL)  
Richard Warren Carson, Jr.  
*Kelli Deanne Carson* (SEAL)  
Kelli Deanne Carson (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 Richard Warren Carson, Jr. and wife, Kelli Deanne Carson

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 21st day of November, 1994  
*Conrad M. Johnson* 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

Inst # 1994-34562  
11/21/1994-34562  
09:46 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 62.25

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