

This instrument was prepared by

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(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,

Dewayne Lehman and wife, Donna J. Lehman  
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

James R. Swanzy and wife, Judy B. Swanzy

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

of SEVEN THOUSAND AND NO/100 ----- Dollars  
(\$ 7,000.00 ), evidenced by one promissory real estate mortgage note executed this 21st  
day of December, 1994, due and payable in accordance with the terms and provisions of  
said note.

Inst # 1994-37116

12/21/1994-37116  
03:06 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 22.50

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,

Dewayne Lehman and wife, Donna J. Lehman

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:

Commence at the Northeast corner of the North One-Half of the Northwest Quarter of Section 4, Township 20 South, Range 1 West; thence run South along the East boundary line of Quarter-Quarter line for 654.06 feet; thence turn an angle of 89 degrees 12 minutes to the right and run 1196.84 feet; thence turn an angle of 89 degrees 05 minutes 17 seconds left and run 481.96 feet to the point of beginning; thence continue along last said course for 181.26 feet; thence turn an angle of 90 degrees 57 minutes 30 seconds left and run 240.04 feet; thence turn an angle of 89 degrees 04 minutes 21 seconds left and run 181.26 feet; thence turn an angle of 90 degrees 55 minutes 39 seconds left and run 240.30 feet to the point of beginning.

Also a 60 foot easement described as follows:

Commence at the Northeast corner of the North one-half of the Northwest Quarter of Section 4, Township 20 South, Range 1 West; thence run South along the East line of said quarter section a distance of 594.06 feet to the Point of Beginning; thence continue along last course for 60.0 feet; thence turn an angle of 89 degrees 12 minutes to the right and run west a distance of 1196.84 feet; thence turn an angle of 89 degrees 05 minutes 17 seconds to the left and run 663.22 feet to the South line of said quarter section; thence turn an angle of 89 degrees 02 minutes 30 seconds right and run west along said south line of quarter section for 60.0 feet; thence turn an angle of 90 degrees 57 minutes 30 seconds right and run 723.27 feet; thence turn an angle of 89 degrees 05 minutes 17 seconds right and run 1256.72 feet to the point of beginning.

SUBJECT TO THE FOLLOWING EXCEPTIONS AND CONDITIONS:

1. Taxes for 1995 and subsequent years. 1995 ad valorem taxes are a lien but not due and payable until October 1, 1995.
2. Transmission line permit to Alabama Power Company as recorded in Deed Book 12, Page 91; Deed Book 160, Page 404, and in Deed Book 199, Page 440, in Probate Office.
3. Title to all minerals underlying caption lands with mining rights and privileges belonging thereto.
4. Rights of other parties in and to the use of the easement described hereinabove.
5. Easement to South Central Bell as recorded in Deed Book 333, Page 28, in Probate Office.

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 Mortgagee 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 Mortgagee may have expended for taxes, assessments, 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 convey, 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  
Dewayne Lehman and wife, Donna J. Lehman

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

*Dewayne Lehman* (SEAL)  
Dewayne Lehman  
*Donna J. Lehman* (SEAL)  
Donna J. Lehman (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 Dewayne Lehman and wife, Donna J. Lehman

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 December, 1994  
*Coward H. Fowler* 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

12/21/1994-37116  
03:06 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 22.50

Return to:

TO

MORTGAGE DEED

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