

This instrument was prepared by

(Name).....Mike T. Atchison, Attorney.....

P.O. Box 822

(Address).....Columbianna, 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,

Johnny Lee and wife, Sandy Lee

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

Nelson Wayne Archer and Janice Archer

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

of Twenty-Three Thousand, Eighty and no/100----- Dollars  
(\$ 23,080.00 ), evidenced by a real estate mortgage note of even date

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,

Johnny Lee and wife, Sandy Lee

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, WHICH IS INCORPORATED HEREIN BY REFERENCE.

THIS IS A PURCHASE MONEY MORTGAGE.

Inst # 1998-02181

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SHELBY COUNTY JUDGE OF PROBATE  
003 MCD 48.15

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

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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

Johnny Lee and wife, Sandy Lee

have hereunto set our signatures and seal, this 21st day of January, 1998.

Johnny Lee (SEAL)  
Johnny Lee (SEAL)  
Sandy Lee (SEAL)  
Sandy Lee (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 Johnny Lee and wife, Sandy Lee

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 January, 1998. 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"  
LEGAL DESCRIPTION, CONTINUED

PARCEL II:

A part of the NE 1/4 of the NW 1/4, a part of the SE 1/4 of the NW 1/4, and a part of the SW 1/4 of the NE 1/4 of Section 17, Township 20 South, Range 1 East, more particularly described as follows:

Begin at the NE corner of the NE 1/4 of the NW 1/4 of Section 17, Township 20 South, Range 1 East; thence run Westerly along the North line thereof for 902.79 feet; thence 156 degrees 23 minutes 40 seconds left run Southeasterly 355.33 feet; thence 21 degrees 53 minutes 35 seconds left run Easterly 183.05 feet; thence 81 degrees 27 minutes 56 seconds right run Southerly 793.69 feet; thence 24 degrees 55 minutes 51 seconds left run Southeasterly 599.29 feet; thence 19 degrees 20 minutes 42 seconds right run Southerly 476.51 feet; thence 12 degrees 57 minutes 04 seconds right run Southerly 147.86 feet; thence 82 degrees 45 minutes 50 seconds left run Easterly for 274.91 feet; thence 94 degrees 25 minutes 36 seconds left run Northerly 230.47 feet; thence 70 degrees 44 minutes 43 seconds right run 142.09 feet; thence 97 degrees 04 minutes 16 seconds left run 189.31 feet; thence 49 degrees 46 minutes 10 seconds left run Northwesterly 155.66 feet; thence 34 degrees 13 minutes 40 seconds right run Northwesterly 333.20 feet; thence 51 degrees 26 minutes 35 seconds left run Westerly 106.94 feet to a fence corner; thence 89 degrees 33 minutes 26 seconds right run Northerly along said fence 1344.59 feet to the point of beginning.

Also a 30-foot easement for Egress and Ingress, the centerline of which is described as follows:

Begin at the NE corner of the NE 1/4 of the NW 1/4 of Section 17, Township 20 South, Range 1 East; thence run Westerly along the North line thereof for 902.79 feet; thence 156 degrees 23 minutes 40 seconds left run Southeasterly 355.33 feet; thence 21 degrees 53 minutes 35 seconds left run Easterly 183.05 feet; thence 81 degrees 27 minutes 56 seconds right run Southerly 793.69 feet; thence 24 degrees 55 minutes 51 seconds left run Southeasterly 599.29 feet; thence 19 degrees 20 minutes 42 seconds right run Southerly 476.51 feet; thence 12 degrees 57 minutes 04 seconds right run Southerly 162.98 feet to the point of beginning; thence 82 degrees 45 minutes 50 seconds left run Easterly for 771.27 feet; thence 13 degrees 18 minutes 46 seconds left run Easterly 179.34 feet; thence 19 degrees 15 minutes 34 seconds right run 289.07 feet; thence 24 degrees 00 minutes 48 seconds left run 152.0 feet; thence 10 degrees 54 minutes 57 seconds right run 239.83 feet; thence 52 degrees 34 minutes 48 seconds left run Northeasterly 170.02 feet to the Westerly right of way of Shelby County Highway #55 and the point of ending.  
According to survey of Thomas E. Simmons, RLS #12945, dated January 15, 1998.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

A part of the NE 1/4 of the NW 1/4, a part of the SE 1/4 of the NW 1/4, and a part of the SW 1/4 of the NE 1/4 of Section 17, Township 20 South, Range 1 East, more particularly described as follows:

Begin at the NE corner of the NE 1/4 of the NW 1/4 of Section 17, Township 20 South, Range 1 East; thence run Westerly along the North line thereof for 902.79 feet; thence 156 degrees 23 minutes 40 seconds left run Southeasterly 355.33 feet; thence 21 degrees 53 minutes 35 seconds left run Easterly 183.05 feet; thence 81 degrees 27 minutes 56 seconds right run Southerly 793.69 feet; thence 24 degrees 55 minutes 51 seconds left run Southeasterly 599.29 feet; thence 19 degrees 20 minutes 42 seconds right run Southerly 476.51 feet; thence 12 degrees 57 minutes 04 seconds right run Southerly 147.86 feet; thence 82 degrees 45 minutes 50 seconds left run Easterly for 274.91 feet; thence 94 degrees 25 minutes 36 seconds left run Northerly 230.47 feet to the point of beginning; thence 70 degrees 44 minutes 43 seconds right run 142.09 feet; thence 97 degrees 04 minutes 16 seconds left run 189.31 feet; thence 49 degrees 46 minutes 10 seconds left run Northwesterly 155.66 feet; thence 87 degrees 18 minutes 44 seconds left run Southwesterly 238.49 feet; thence 98 degrees 03 minutes 08 seconds left run Easterly 170.91 feet to the point of beginning.

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