

This instrument was prepared by

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Form 1-1-82 Rev. 1-86

~~MORTGAGE~~—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

John Norman, a married man

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to  
Nelson Wayne Archer and wife, Janice Archer

(hereinafter called "Mortgagee", whether one or more), in the sum  
of Twelve Thousand and no/100-----Dollars  
(\$ 12,000.00 ), evidenced by a real estate mortgage 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,

John Norman

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

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08/24/1998-32811  
11:02 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 CRH 31.50

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

John Norman

have hereunto set his signature and seal, this 24th day of August, 1998

(SEAL)

John Norman (SEAL)

John Norman (SEAL)

(SEAL)

THE STATE of ALABAMA

Shelby

COUNTY

I, the undersigned authority hereby certify that John Norman

, a Notary Public in and for said County, in said State,

whose name 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 the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th day of August, 1998  
My Commission Expires: 10/16/2000

Notary Public.

THE STATE of

COUNTY

, a Notary Public in and for said County, in said State,

I, 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

TRACT I

Commence at the NW corner of the SE 1/4 of the NE 1/4 of Section 17, Township 20 South, Range 1 East; thence run Southerly along the West line thereof for 700.33 feet to the point of beginning; thence 17 deg. 14 min. 32 sec. right run Southwesterly for 132.07 feet; thence 94 deg. 8 min. 7 sec. left run Southeasterly for 79.31 feet; thence 24 deg. 0 min. 48 sec. left run Northeasterly for 148.48 feet; thence 10 deg. 54 min. 57 sec. right run Easterly for 20.63 feet; thence 95 deg. 31 min. 50 sec. left run Northerly for 135.04 feet; thence 90 deg. 0 min. 0 sec. left run Westerly for 192.42 feet to the point of beginning. Containing 0.70 acres.

A 60' easement for all of the above described tracts more particularly described as follows:

Commence at the SW corner of the SE 1/4 of the NW 1/4 Section 17, Township 20 South, Range 1 East; thence run Northerly along the West line thereof for 31.20 feet; thence 65 deg. 43 min. 19 sec. right run Northeasterly for 240.56 feet; thence 71 deg. 56 min. 39 sec. left run Northerly for 264.02 feet to the point of beginning; thence continue along the last described course for 60.94 feet; thence 79 deg. 56 min. 48 sec. right run Northeasterly for 241.88 feet; to a point of a curve to the right, having a central angle of 39 deg. 23 min. 47 sec., a radius of 672.443 feet, and an arc length of 462.36 feet; thence 19 deg. 41 min. 53 sec. right to chord run Easterly along said chord for 453.31 feet; thence 19 deg. 41 min. 53 sec. right run Southeasterly for 54.66 feet to a point of a curve to the left, having a central angle of 56 deg. 37 min. 19 sec., a radius of 145 feet, and an arc length of 143.29 feet; thence 28 deg. 18 min. 39 sec. left to chord run Easterly along said chord for 137.53 feet; thence run Northeasterly for 203.99 feet to a point of a curve to the right, having a central angle of 40 deg. 14 min. 34 sec., a radius of 260.00 feet, and an arc length of 182.61 feet; thence 20 deg. 7 min. 16 sec. right to chord run Northeasterly along said chord for 178.88 feet; thence 20 deg. 19 min. 12 sec. right run Easterly for 797.57 feet; thence 13 deg. 18 min. 57 sec. left run Easterly for 245.79 feet; thence 19 deg. 15 min. 34 sec. right run Southeasterly for 287.78 feet; thence 24 deg. 0 min. 48 sec. left run Northeasterly for 148.48 feet; thence 10 deg. 54 min. 57 sec. right run Easterly 227.87 feet; thence 52 deg. 34 min. 48 sec. left run Northeasterly for 165.51 feet to the Westerly right of way of Shelby County Highway 55; thence 106 deg. 21 min. 52 sec. right run Southeasterly along said right of way for 63.06 feet; thence 73 deg. 47 min. 58 sec. right run Southwesterly for 177.39 feet; thence 52 deg. 24 min. 57 sec. right run Westerly for 251.78 feet; thence 10 deg. 54 min. 56 sec. left run Southwesterly for 155.51 feet; thence 24 deg. 0 min. 47 sec. right run Northwesterly for 290.36 feet; thence 19 deg. 15 min. 34 sec. left run Westerly for 242.61 feet; thence 13 deg. 18 min. 57 sec. right run Westerly for 804.57 feet to a point of a curve to the left, having a central angle of 40 deg. 10 min. 56 sec., a radius of 200.00 feet, and an arc length of 140.26 feet; thence 20 deg. 21 min. 0 sec. left to chord run Southwesterly along said chord for 137.41 feet; thence 20 deg. 5 min. 28 sec. left run Southwesterly for 203.99 feet to a point of a curve to the right, having a central angle of 56 deg. 37 min. 19 sec., a radius of 205.00 feet, and an arc length of 202.59 feet; thence 28 deg. 18 min. 39 sec. right to chord run Westerly along said chord for 194.44 feet; thence 28 deg. 18 min. 39 sec. right run Northwesterly for 54.66 feet to a point of a curve to the left, having a central angle of 39 deg. 23 min. 47 sec., a radius of 612.43 feet, and an arc length of 421.10 feet; thence 19 deg. 41 min. 53 sec. left to chord run Westerly along said chord for 412.86 feet; thence 19 deg. 41 min. 53 sec. left run Southwesterly for 252.52 feet to the point of beginning. Containing 4.38 acres.

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