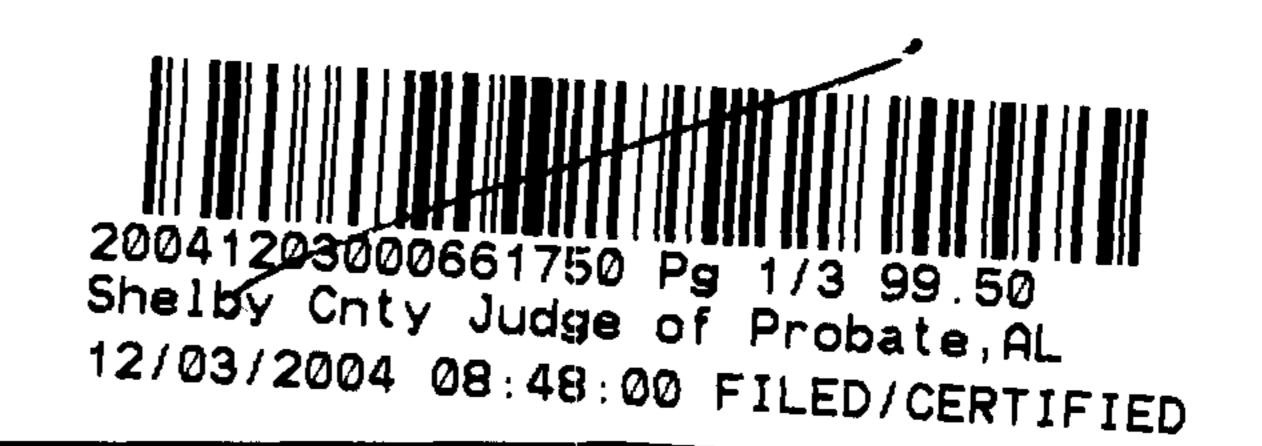
This instrument was prepared by:

Michael T. Atchison, Attorney At Law
PO Box 822, Columbiana, AL 35051



MORTGAGE DEED

STATE OF ALABAMA COUNTY SHELBY 20050504000214240 1/4 \$21.00 Shelby Cnty Judge of Probate, AL 05/04/2005 03:45:54PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

LILLIE PARAMORE, A S. 19/e WOMAN

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

NELSON WAYNE ARCHER

(hereinafter called "Mortgagee", whether one or more),

in the sum of FIFTY FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00) evidenced by a mortgage note.

And whereas, Mortgagors agreed, in incurring said indebtedness, which this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

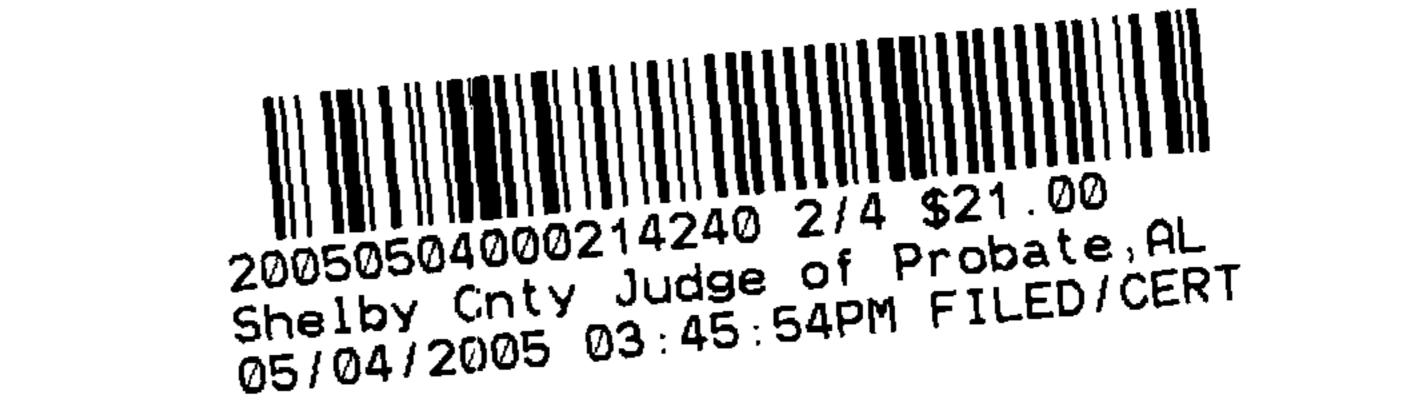
LILLIE PARAMORE

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 EXHIBIT "A" FOR LEGAL DESCRIPTION

THIS MORTGAGE IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION CONTAINED THEREIN.

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

LILLIE PARAMORE

Have hereunto set her signature and seal, this 24TH day of November, 2004.

STATE OF ALABAMA
SHELBY COUNTY

I, MICHAEL T. ATCHISON, a Notary Public in and for said County, in said State, hereby certify that

LILLIE PARAMORE

LILLIE PARAMORE

whose names 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 she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24TH day of November, 2004.

Notary Public /

My commission expires: 10-16-08

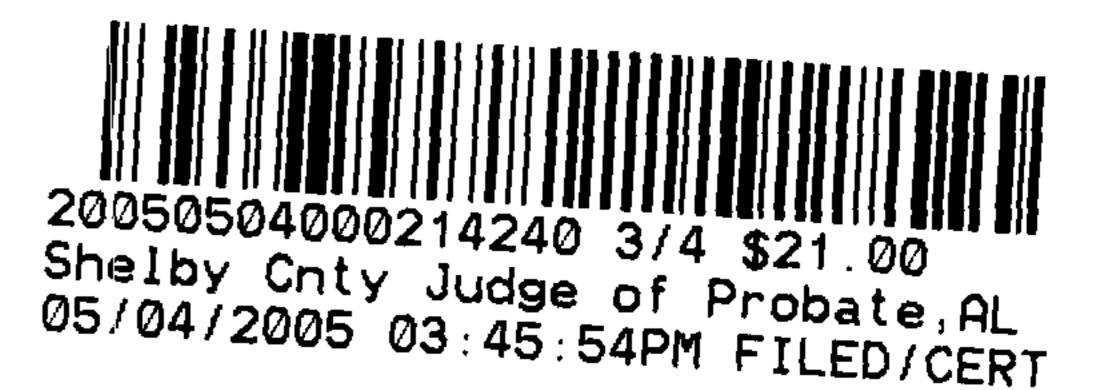


EXHIBIT "A" LEGAL DESCRIPTION

TRACT 1:

Begin at the NW corner of the SE 1/4 of the NW 1/4 of Section 17, Township 20 South, Range 1 East; thence run Southerly along the West line thereof for 324.08 feet; thence 70 degrees 54 minutes 58 seconds left run Southeasterly for 259.71 feet to a point of a curve to the right, having a central angle of 33 degrees 4 minutes 33 seconds, a radius of 200.00 feet, and an arc length of 115.46 feet; thence 86 degrees 26 minutes 17 seconds left to chord run Northeasterly along said curve a chord distance of 113.86 feet to a point of a curve to the right, having a central angle of 5 degrees 16 minutes 32 seconds, a radius of 421.36 feet, and an arc length of 38.80 feet; thence 19 degrees 10 minutes 33 seconds right to chord run Northeasterly along said curve a chord distance of 38.78 feet; thence 87 degrees 21 minutes 44 seconds left from chord run Northwesterly for 344.81 feet; thence 18 degrees 34 minutes 15 seconds left run Northwesterly for 76.73 feet to the point of beginning.

ALSO, a 50-foot easement for all tracts, the centerline of which being more particularly described as follows:

Commence at the SW corner of the SE 1/4 of the NW 1/4 of Section 17, Township 20 South, Range 1 East; thence run Easterly along the South line thereof for 58.36 feet; thence 30 degrees 56 minutes 3 seconds left run Northeasterly for 217.09 feet to a point of a curve to the right, having a central angle of 30 degrees 56 minutes 3 seconds, a radius of 270.00 feet, and an arc length of 145.77 feet; thence 15 degrees 28 minutes 2 seconds right to chord run Northeasterly along said chord for 144.01 feet; thence 15 degrees 28 minutes 2 seconds right run Easterly for 36.51 feet; thence 89 degrees 37 minutes 16 seconds left run Northerly for 343.91 feet to the center of a 60-foot easement and the point of beginning; thence 16 degrees 28 minutes 34 seconds left, run Northwesterly for 51.73 feet to a point of a curve to the left, having a central angle of 13 degrees 15 minutes 24 seconds, a radius of 300.00 feet, and an arc length of 69.41 feet; thence 6 degrees 37 minutes 42 seconds left to chord run Northwesterly along said chord for 69.26 feet to a point of a curve to the right, having a central angle of 6 degrees 35 minutes 47 seconds, a radius of 1044.83 feet, and an arc length of 120.29 feet; thence 4 degrees 57 minutes 45 seconds left to chord run Northwesterly along said chord for 120.23 feet; thence continue along the last described course for 138.33 feet to a point of a curve to the right, having a central angle of 59 degrees 31 minutes 52 seconds, a radius of 175.00 feet, and an arc length of 181.83 feet; thence 29 degrees 45 minutes 56 seconds right to chord run Northerly along said curve a chord distance of 173.76 feet to a point of a curve to the right, having a central angle of 19 degrees 22 minutes 34 seconds, a radius of 396.36 feet, and an arc length of 134.04 feet; thence 39 degrees 27 minutes 13 seconds right to chord run Northeasterly along said curve a chord distance of 133.40 feet; thence 9 degrees 41 minutes 17 seconds right from chord run Northeasterly for 83.81 feet to the centerline of an existing 50-foot easement and the point of ending.

Also, a 50-foot easement for all tracts, the centerline of which being more particularly described as follows:

Commence at the SW corner of the NE 1/4 of the NW 1/4 of Section 17, Township 20 South, Range 1 East; thence run Northerly along the West line thereof 150.01 feet; thence continue along the last described course for 650.88 feet to the center of a creek; thence 132 degrees 21 minutes 57 seconds right run Southeasterly along the center of said creek for 244.37 feet; thence 4 degrees 19 minutes 46 seconds left continue Southeasterly along center of said creek for 95.00 feet; thence 20 degrees 22 minutes 11 seconds left run Southeasterly for 43.52 feet; thence 6 degrees 3 minutes 36 seconds right run Southeasterly for 78.70 feet; thence 66 degrees 16 minutes 27 seconds right leave center of said creek and run Southerly for 217.36 feet; thence 34 degrees 54 minutes 42 seconds left run Southeasterly for 25.00 feet to the point of beginning and to a point of a curve to the left, having a central angle of 87 degrees 19 minutes 3 seconds, a radius of 175.02 feet, and an arc length of 266.73 feet; thence 46 degrees 20 minutes 28 seconds right to chord run Southwesterly along said chord for 241.66 feet; thence 43 degrees 39 minutes 32 seconds left run Southeasterly for 222.78 feet to a point of a curve to the right, having a central angle of 24 degrees 58 minutes 5 seconds, a radius of 192.32 feet, and an arc length of 83.81 feet; thence 12 degrees 29 minutes 2 seconds right to chord run Southeasterly along said chord for 83.15 feet to a point of a curve to the left, having a central angle of 19 degrees 10 minutes 4 seconds, a radius of 422.08 feet, and an arc length of 141.20 feet; thence 2 degrees 54 minutes 34 seconds right to chord run Southeasterly along said chord for 140.55 feet to a point of a curve to the right, having a central angle of 7 degrees 22 minutes 44 seconds, a radius of 1132.00 feet, and an arc length of 145.79 feet; thence 5 degrees 53 minutes 4 seconds left to chord run Southeasterly along said chord for 145.88 feet to a point of a curve to the left, having a central angle of 9 degrees 40 minutes 14 seconds, a radius of 2325.16 feet, and an arc length of 392.45 feet; thence 1 degrees 8 minutes 45 seconds left to chord run Southeasterly along said chord for 391.99 feet to a point in the center of a 60-foot easement and the point of ending.

continued on next page . . .

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EXHIBIT "A", CONTINUED LEGAL DESCRIPTION, CONTINUED

ALSO: A 60' EASEMENT FOR TRACTS, THE BOUNDARY OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF THE SE1/4 OF THE NW1/4 SECTION 17, TOWNSHIP 20 SOUTH, RANGE 1 EAST; THENCE RUN NORTHERLY ALONG THE WEST LINE THEREOF FOR 31.20 FEET; THENCE 65 DEGREES 43 MINUTES 19 SECONDS RIGHT RUN NORTHEASTERLY FOR 240.56 FEET; THENCE 71 DEGREES 56 MINUTES 39 SECONDS 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 DEGREES 56 MINUTES 48 SECONDS RIGHT RUN NORTHEASTERLY FOR 241.88 FEET TO A POINT OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 39 DEGREES 23 MINUTES 47 SECONDS, A RADIUS OF 672.43 FEET, AND AN ARC LENGTH OF 462.36 FEET: THENCE 19 DEGREES 41 MINUTES 53 SECONDS RIGHT TO CHORD RUN EASTERLY ALONG SAID CHORD FOR 453.31 FEET; THENCE 19 DEGREES 41 MINUTES 55 SECONDS RIGHT RUN SOUTHEASTERLY FOR 54.66 FEET TO A POINT OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 56 DEGREES 37 MINUTES 19 SECONDS, A RADIUS OF 145.00 FEET, AND AN ARC LENGTH OF 143.29 FEET; THENCE 28 DEGREES 18 MINUTES 39 SECONDS 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 DEGREES 14 MINUTES 34 SECONDS, A RADIUS OF 260.00 FEET, AND AN ARC LENGTH OF 182.61 FEET; THENCE 20 DEGREES 7 MINUTES 16 SECONDS RIGHT TO CHORD RUN NORTHEASTERLY ALONG SAID CHORD FOR 178.88 FEET; THENCE 20 DEGREES 19 MINUTES 12 SECONDS RIGHT RUN EASTERLY FOR 797.57 FEET; THENCE 13 DEGREES 18 MINUTES 57 SECONDS LEFT RUN EASTERLY FOR 245.79 FEET; THENCE 19 DEGREES 15 MINUTES 34 SECONDS RIGHT RUN SOUTHEASTERLY FOR 287.78 FEET; THENCE 24 DEGREES 0 MINUTES 48 SECONDS LEFT RUN NORTHEASTERLY FOR 148.48 FEET; THENCE 10 DEGREES 54 MINUTES 57 SECONDS RIGHT RUN EASTERLY FOR 227.87 FEET; THENCE 52 DEGREES 34 MINUTES 48 SECONDS LEFT RUN NORTHEASTERLY FOR 165.51 FEET; THENCE 106 DEGREES 21 MINUTES 52 SECONDS RIGHT RUN SOUTHEASTERLY FOR 63.06 FEET; THENCE 73 DEGREES 47 MINUTES 58 SECONDS RIGHT RUN SOUTHWESTERLY FOR 177.39 FEET; THENCE 52 DEGREES 24 MINUTES 57 SECONDS RIGHT RUN WESTERLY FOR 251.78 FEET; THENCE 10 DEGREES 54 MINUTES 56 SECONDS LEFT RUN SOUTHWESTERLY FOR 155.51 FEET; THENCE 24 DEGREES 0 MINUTES 47 SECONDS RIGHT RUN NORTHWESTERLY FOR 290.36 FEET; THENCE 19 DEGREES 15 MINUTES 34 SECONDS LEFT RUN WESTERLY FOR 242.61 FEET; THENCE 13 DEGREES 18 MINUTES 57 SECONDS RIGHT RUN WESTERLY FOR 804.57 FEET TO A POINT OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 40 DEGREES 10 MINUTES 56 SECONDS, A RADIUS OF 200.00 FEET, AND AN ARC LENGTH OF 140.26 FEET; THENCE 20 DEGREES 21 MINUTES 0 SECONDS LEFT TO CHORD RUN SOUTHWESTERLY ALONG SAID CHORD FOR 137.41 FEET; THENCE 20 DEGREES 5 MINUTES 28 SECONDS LEFT RUN SOUTHWESTERLY FOR 203.99 FEET TO A POINT OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 56 DEGREES 37 MINUTES 19 SECONDS, A RADIUS OF 205.00 FEET, AND AN ARC LENGTH OF 202.59 FEET; THENCE 28 DEGREES 18 MINUTES 39 SECONDS RIGHT TO CHORD RUN WESTERLY ALONG SAID CHORD FOR 194.44 FEET; THENCE 28 DEGREES 18 MINUTES 39 SECONDS RIGHT RUN NORTHWESTERLY FOR 54.66 FEET TO A POINT OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 39 DEGREES 23 MINUTES 47 SECONDS, A RADIUS OF 612.43 FEET, AND AN ARC LENGTH OF 421.10 FEET; THENCE 19 DEGREES 41 MINUTES 53 SECONDS LEFT TO CHORD RUN WESTERLY ALONG SAID CHORD FOR 412.86 FEET; THENCE 19 DEGREES 41 MINUTES 53 SECONDS LEFT RUN SOUTHWESTERLY FOR 252.52 FEET TO THE POINT OF BEGINNING.