

THE MAXIMUM PRINCIPAL INDEBTEDNESS
FOR RECORDING TAX PURPOSES IS
\$87,750.00

This instrument was prepared by:
SOUTHEAST FINANCIAL CU
P.O. BOX 681828
FRANKLIN, TN 37068

Revolving Credit Deed of Trust

This Deed of Trust contains a due on sale provision and secures indebtedness under a credit agreement which provides for an open ended or revolving line of credit and may contain a variable rate of interest.

THIS DEED OF TRUST is made this 26th day of March, 20 09, among the Trustor
ALAN C BLACK and CECELIA W BLACK
(herein "Borrower") and JOHN E SIMMONDS (herein "Trustee"), and the Beneficiary,
Southeast Financial Federal Credit Union, a corporation organized and existing under the laws of the United States of America, whose address is 220 South Royal Oaks Boulevard, P.O. Box 681828, Franklin, TN 37068 (herein "Lender").
Borrower does hereby irrevocably grant and convey to Trustee, in trust, with power of sale, the following described property located in the County of SHELBY State of Tennessee:

which has the street address of 3177 BRADFORD PLACE

BIRMINGHAM Tennessee, 35242 (herein "Property Address");

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures, all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property."

Complete if Applicable:

The Property is part of a condominium project known as _____

The Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.

The Property is in a Planned Unit Development known as _____

This Deed of Trust is given in consideration of the indebtedness herein recited & the trust herein created to secure to Lender the following:

1. The repayment of all indebtedness, due and to become due ("Debt") under the terms and conditions of the Home Equity Express Credit Line Agreement and Truth in Lending Disclosures made by Borrower and dated the same day as this Deed of Trust, including any and all modifications, amendments, extensions and renewals thereof ("Plan"). Lender has agreed to make advances to Borrower under the terms of the Plan, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Deed of Trust. The total outstanding principal balance (excluding finance charges, fees, taxes, and other additional amounts) owing at any one time under the Plan shall not exceed EIGHTY-SEVEN THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$87,750.00) ("Maximum Principal Balance" or "Credit Limit").

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2. The payment of all other sums advanced in accordance therewith to protect the Property, with finance charges thereon at a rate which may vary as described in the Plan;
3. The performance of Borrower's covenants and agreements under this Deed of Trust and under the Plan.

This deed of trust is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting taxes and assessments levied on the Property not yet due and payable, to the extent of the maximum amount secured hereby. A zero balance does not terminate the revolving credit loan or Lender's obligation to advance funds to Borrower. Therefore, the lien of this Deed of Trust will remain in full force and effect notwithstanding a zero balance. The entire Debt under the Plan, if not paid earlier, is due and payable 04/01/2034.

A. COVENANTS

Borrower and Lender covenant and agree as follows:

1. Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.
2. **Payment of Indebtedness.** Borrower shall timely pay and discharge the Debt or any part thereof in accordance with terms and conditions of the Plan, all finance charges and applicable other charges and collection costs as provided in the Plan.
3. **Funds for Taxes and Insurance.** Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Plan, until all sums secured by this Deed of Trust are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance and flood insurance, if applicable, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonably estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under the section "Acceleration; Remedies", hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

4. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Plan and paragraphs 2 and 3 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 3 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Plan.

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5. Prior Mortgage or Deed of Trust; Modification; Future Advance; Charges; Liens. Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Deed of Trust which modifies, amends, extends, or renews that security instrument without Lender's prior written consent. If Borrower is a party to any security agreement with priority over this Deed of Trust, Borrower shall perform all obligations under such security agreement, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be made to Lender under paragraph 3, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

6. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards for which Lender requires insurance. If the Property is located in an area designated by the Director of the Federal Emergency Agency as a special flood hazard area, Borrower agrees to obtain Federal Flood Insurance to the extent such insurance is required for the term of the loan and for the full indebtedness of the loan. Policies shall be maintained in the amounts and for the periods that Lender requires. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Deed of Trust. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval. Such approval shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause in favor of Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Deed of Trust, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Deed of Trust. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so and Lender's security is not lessened or impaired. If Borrower abandons the Property, or does not answer within 30 days from date notice is mailed by Lender to Borrower that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds and at Lender's option, apply the proceeds to repair or restore the Property or to pay sums secured by this Deed of Trust, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in this Deed of Trust or change the amount of the payments. If under this Deed of Trust the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to the acquisition.

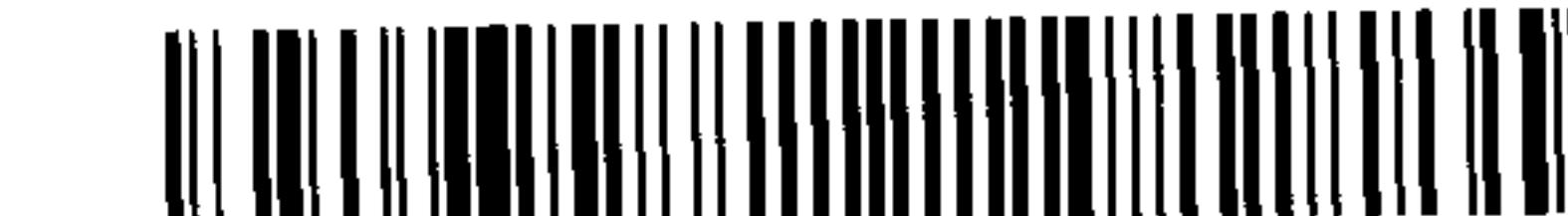
7. Preservation and Maintenance of Property; Leaseholds; Condominium; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.

8. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such actions as are necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 8 with finance charges thereon, at the Plan rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amount shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 8 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Deed of Trust. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

9. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the property.







10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Plan, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signer. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Plan: (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable under the Plan or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Plan without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

13. Notice. Except for any notice required under applicable law to be given in another manner: (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein. Any Notice to Lender shall be by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

14. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Plan conflicts with applicable law, such conflict shall not affect other provisions of the Plan and Deed of Trust which can be given effect without the conflicting provision. To this end the provisions of this Deed of Trust and the Plan are declared to be severable. As used herein "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

15. Borrower's Copy. Borrower shall be furnished a conformed copy of the Plan and this Deed of Trust.

16. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

17. Transfer of the Property; Advances After Transfer; Assumption. Borrower shall give notice to Lender, as provided in paragraph 13 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 13 hereof, promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Plan and this Deed of Trust unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Plan.

18. Transfer of the Property; Acceleration. Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property. If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 13 hereof. The notice shall provide a period of not less than 30 days from the date of notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 20 hereof.

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19. Events of Default. The term "Event of Default," as used in the Security Documents, shall mean the occurrence or happening of any one or more of the following: (a) Borrower fails to make any payment required by this Deed of Trust or the Plan when it is due; (b) Borrower fails to comply with any of the covenants, terms or conditions of this Deed of Trust, the Plan or any of the Security Documents; (c) Borrower has engaged in or engages in fraud or material misrepresentation, either by act or omission, in connection with this Deed of Trust or the Plan at any time during the application process or during the term of this Deed of Trust or the Plan; or (d) Borrower's action or inaction adversely affects the security under this Deed of Trust.

If an event of default occurs, then prior to exercising any right or remedy provided for in this Deed of Trust and prior to acceleration, Lender shall give notice to Borrower as provided in paragraph 13 hereof specifying: (1) the event of default; (2) the action required to cure such event of default; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such event of default must be cured; (4) that failure to cure such event of default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of an event of default or any other defense of Borrower to acceleration and sale.

20. Acceleration; Remedies. If an Event of Default occurs and is not cured on or before date in notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand or notice and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses in pursuing the remedies provided in this paragraph 20 including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Trustee shall give notice of sale by public advertisement in the county in which the Property is located for the time and in the manner provided by applicable law, and Lender or Trustee shall mail a copy of the notice of sale to Borrower in the manner provided in the Notice provision of this Deed of Trust. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and under the terms designated in the Notice of Sale. Lender or its designee may purchase the Property at any sale. Trustee shall apply the proceeds from such sale in the following manner: first, to the payment of all costs and expenses of such sale, including attorneys' and Trustee's fees and expenses incurred in connection with the sale and Borrower's default; second, to the payment of the indebtedness secured by the Deed of Trust and interest thereon, including any and all advances made under the terms of this Deed of Trust with interest thereon; third, the surplus, if any, to the parties legally entitled to any such surplus.

Following Trustee's sale of the Property, Trustee shall deliver to the purchaser a Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in Trustee's deed shall be prima facie evidence of the truth of the statements made therein. In case of any sale under this Deed of Trust, Borrower, or any person holding possession of the Property through Borrower will surrender possession of the Property at once and will become and be from that moment the tenant at will of the purchaser, and removable by process as upon forcible and unlawful detainer suit, and shall pay the purchaser the reasonable rental value of the Property after such sale plus all expenses, including, but not limited to, attorneys' fees incurred by the purchaser to obtain lawful possession of the Property.

21. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to any power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust. The conditions necessary are that Borrower: (a) pays Lender all sums which would then be due under this Deed of Trust and the Plan had no acceleration occurred; (b) cures all other events of default under this Deed of Trust and the Plan; (c) pays all expenses incurred by Lender and Trustee in enforcing this Deed of Trust, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property, and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unchanged. Upon reinstatement by Borrower, this Deed of Trust and the obligations secured hereby shall remain fully effective as if no acceleration had occurred.

22. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under this Deed of Trust hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under this Deed of Trust hereof abandonment of the Property, Lender shall be entitled, at its option, to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and attorneys' fees, and then to the sums secured by this Deed of Trust. The receiver shall be liable to account only for those rents actually received.

23. **Release.** This Deed of Trust secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Plan. When Borrower (1) has paid all sums secured by this Deed of Trust and (2) has requested that the revolving line of credit be canceled, Lender shall release this Deed of Trust. To the extent permitted by law, Lender may charge Borrower a fee for such release and require Borrower to pay costs of recordation, if any.

24. **Substitute Trustee.** Lender may from time to time in Lender's discretion remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

25. **Waiver of Homestead Exemption.** To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Deed of Trust.

26. **Waiver of Statutes of Limitation.** Borrower hereby waives, to the full extent permitted by law, statutes of limitation as a defense to any demand or obligation secured by this Deed of Trust.

27. **Redemption.** Borrower waives all right of equitable and statutory redemption of the Property.

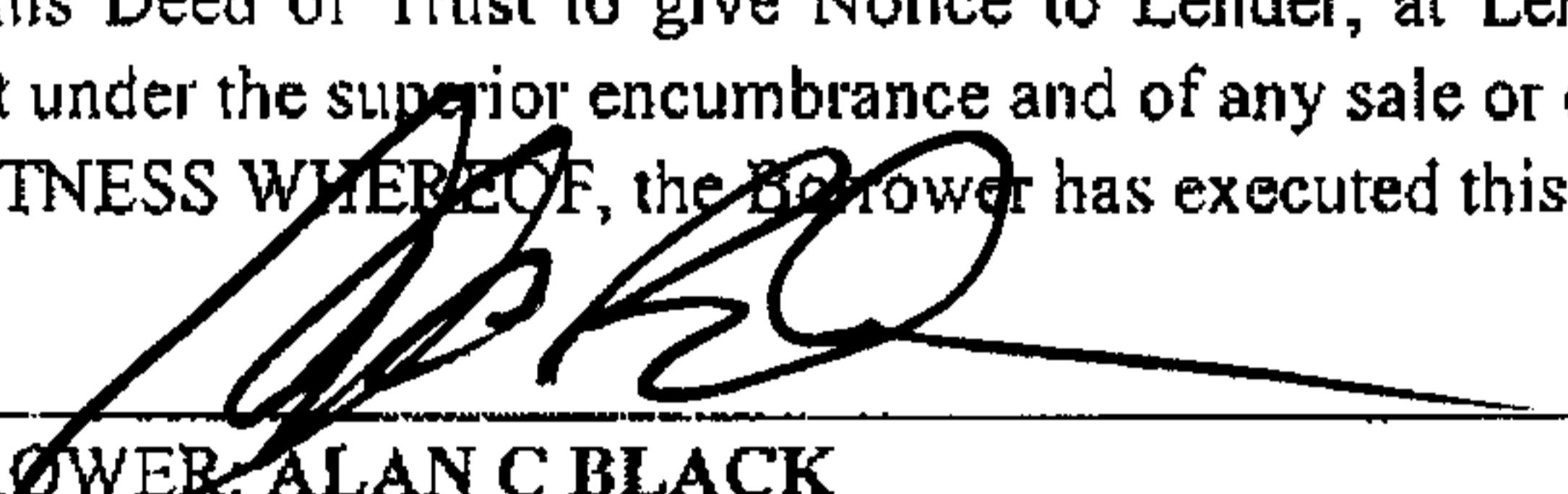
28. **Spousal Rights.** Borrower hereby relinquishes all rights of dower, courtesy and statutory or elective rights in the Property.

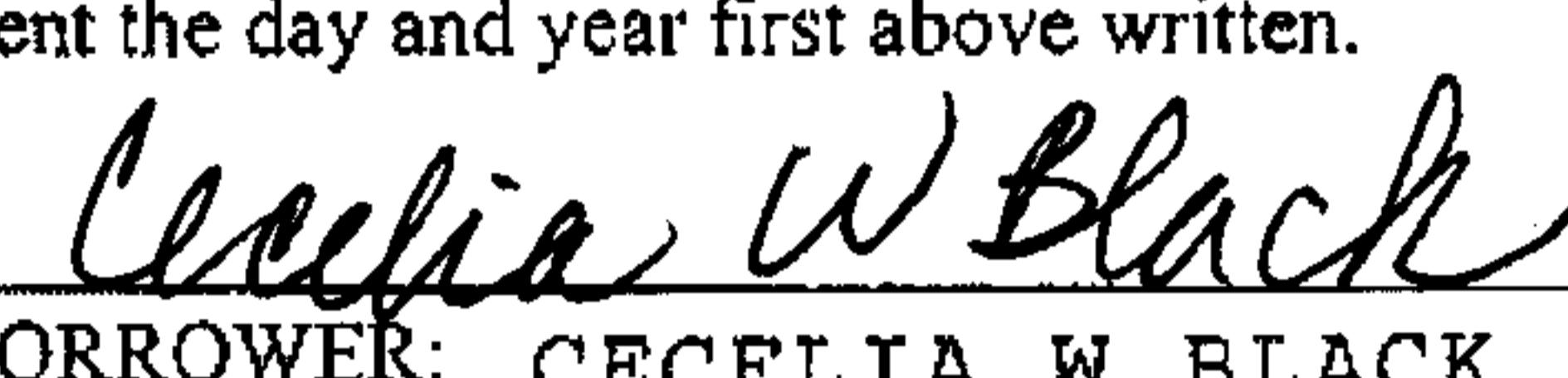
29. **Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, the Borrower has executed this instrument the day and year first above written.


BORROWER: ALAN C BLACK


BORROWER: CECELIA W BLACK

BORROWER:

BORROWER:

Non-Borrower Owner(s): BY SIGNING BELOW, Non-Borrower accepts and agrees to the terms and covenants contained in this Deed of Trust and in any rider(s) executed by Non-Borrower and recorded with it. However, by signing, Non-Borrower is in no way obligated under the Debt contemplated in this Deed of Trust.

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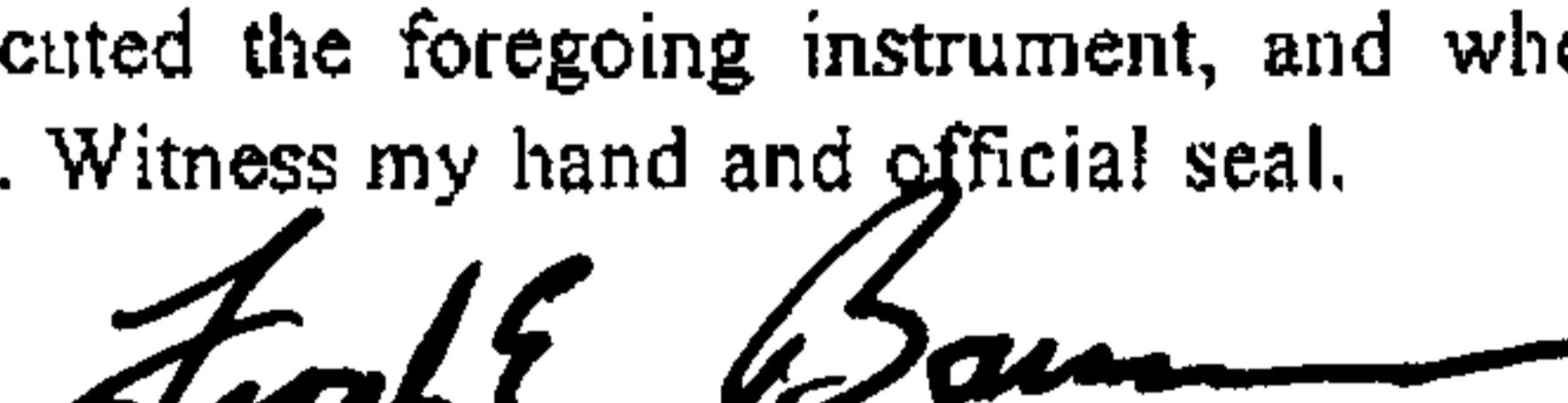
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STATE OF ~~ALABAMA~~ ~~TENNESSEE~~

COUNTY OF ~~Shelby~~

On this 24 day of March, 2009, before me personally appeared ALAN C BLACK and CECELIA W BLACK to me known to be the person(s) described in and who executed the foregoing instrument, and who acknowledged the execution of the same to be free act and deed. Witness my hand and official seal.

My Commission expires: Nov 09


Notary Public

COMMITMENT FOR TITLE INSURANCE

Issued by



Fidelity National Title Insurance Company

COMMITMENT NO.: 15-00500936

LEGAL DESCRIPTION

EXHIBIT "A"

The following described real estate situated in Shelby County, Alabama, to-wit:

Lot 73, according to the Survey of Meadow Brook, 18th Sector, Phase I, as recorded in Map Book 10, Page 26, in the Probate Office of Shelby County, Alabama.

For information purposes only:

Map/Parcel ID Number: 10-1-12-0-001-002.018

Warranty Deed from Charles A. Slaight and wife, Deborah D. Slaight to Alan C. Black and Cecelia W. Black dated August 24, 2005, and filed August 31, 2005, in Deed Book 2005, Page 45104, Shelby County, Alabama Records.

