



State of Alabama }

Shelby County.

1167

MORTGAGE

THIS INSTRUMENT is made and entered into this 19th day of April, 19 83 by and between
C C M, a partnership consisting of Dale Corley and Rena B. Corley

(hereinafter called "Mortgagor", whether one or more) and AmSouth Bank N.A. (hereinafter called "Mortgagee").

WHEREAS, Dale Corley and C C M, a partnership

is/are justly indebted to the Mortgagee in the principal sum of thirty eight thousand & no/100 * * *
dollars (\$ 38,000.00) as evidenced by that certain promissory note of even date herewith, which bears interest as provided therein, which is
payable in accordance with its terms, and which has a final maturity date of April 19, 1993.

NOW, THEREFORE, in consideration of the premises, and to secure the payment of the debt evidenced by said note and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such extensions and renewals (the aggregate amount of such debt and interest thereon, including any extensions and renewals and the interest thereon, is hereinafter collectively called "Debt") and the compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate, situated in Shelby County, Alabama (said real estate being hereinafter called "Real Estate"):

See attached "Exhibit A"

This mortgage is junior and subordinate to that certain mortgage dated January 22, 1980 recorded in Mortgage Book 400 page 42 in the Probate Office of Shelby County, Alabama.

Cahala Liller

BOOK 430 PAGE 139

Shelby County, Alabama 7/22/83 11-10-83

The Southeast 1/4 of the Northwest 1/4 of Section 12, Township 22 South Range 1 East; The Southwest 1/4 of the Northeast 1/4 of Section 12, Township 22 South, Range 1 East; EXCEPT that part which would be either covered with or which either along or together with other lands would be entirely surrounded by waters of the Coosa River or its tributaries should such river or its tributaries be raised or backed up to that certain datum plane of 397 feet above mean sea level as established by The United States Coast and Geodetic Survey as adjusted in January 1955, together with the right to flood, cover or surround with water from time to time that portion of said lands which lies above such datum plane above mean sea level and which would be flooded, covered with or surrounded by water should such river or its tributaries be raised and backed up to that certain datum plane of 398 feet above such mean sea level; LESS AND EXCEPT 2.76 acres sold to Charles N. Zanaty and wife, Carole A. Zanaty by Deed Book 323 Page 210 described as follows:

Commence at the Southeast corner of the SW 1/4 of the NE 1/4, Section 12, Township 22 South, Range 1 East, the point of beginning; thence West along the South boundary of said 1/4-1/4 Section a distance of 335.00 feet to the water edge of Lay Lake, thence Northeasterly along said water edge to a point that intersects the East boundary of said 1/4-1/4 Section; thence South along said East boundary a distance of 717.20 feet to the point of beginning. Said land being situated in the SW 1/4 of the NE 1/4 of Section 12, Township 22 South, Range 1 East, Shelby County, Alabama.

Also the hereinafter described easement for ingress and egress and for the installation of utility lines, poles, pipes and necessary supporting facilities for the furnishing of gas, water, power, telephone, communication and sewage services to the property described above; Said easement consists of a strip of land forty feet wide with its boundaries parallel to an existing road and with its center in the midpoint of said existing road entering the SW 1/4 of the NW 1/4 of Section 12, Township 22 South, Range 1 East, which said existing road enters said quarter-quarter section from the south at a point approximately 250 feet east of the west boundary of said quarter-quarter section and which said existing road intersects with another, or second, existing road running generally parallel to an existing fence line near the southern border of said quarter-quarter section and which said second existing road runs in a generally east-west direction and said easement shall continue from the intersection of the first and the second existing roads and shall consist of a strip of land forty feet wide, parallel to the southern boundary of said quarter quarter section, except that in the event the northern border of said second existing road and its northern ditch is more than forty feet from the section line, thence the easement shall extend to and include the northern ditch of said second existing road and said easement shall extend to the western boundary SE 1/4 of the NW 1/4 of Section 12, Township 22 South, Range 1 East.

BOOK 430 PAGE 141

10-1-1955

ACKNOWLEDGEMENT FOR PARTNERSHIP

State of Alabama }

Jefferson County }

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that _____

Dale Corley and Rena B. Corley

whose name(s) as (general) ~~(limited)~~ _____ partner(s) of C C M
_____ a (n) Alabama (general) ~~(limited)~~

partnership, and whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument, the Y as such general partner(s), and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal this 19th day of April, 19 83

Connie Jane Kiser
Notary Public

My commission expires _____ Notary Public, Alabama State at Large
My Commission Expires December 1, 1985
Bonded by St. Paul Fire & Marine Insurance Co.

NOTARY MUST AFFIX SEAL



ACKNOWLEDGEMENT FOR INDIVIDUAL(S)

State of Alabama }
 _____ County }

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that _____

whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 19 _____.

 Notary Public

My commission expires: _____

NOTARY MUST AFFIX SEAL

ACKNOWLEDGEMENT FOR CORPORATION

State of Alabama }
 _____ County }

I, the undersigned authority, 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 instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, 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 _____ day of _____, 19 _____.

 Notary Public

My commission expires: _____

NOTARY MUST AFFIX SEAL

Mtg TAX \$7.00
7.50
1.00
Jud 65.50
 STATE OF ALA. SHELBY CO.
 I CERTIFY THIS
 INSTRUMENT WAS FILED
 1983 APR 22 AM 9:45

PREPARED BY Connie Kiser
 AmSouth Bank N.A. DEPT. OF PROBATE

Main Office, By Connie Kiser

Return To AmSouth Bank N.A.
 P. O. Box 11007
 Birmingham, Alabama 35288
 Attention: Construction Loan Dept.

Return To AmSouth Bank N.A.
 P. O. Box 11007
 Birmingham, Alabama 35288
 Attention: Construction Loan Dept.

MORTGAGE DEED

AmSouth Bank N.A.

TO

C C M, a partnership

STATE OF ALABAMA

County

Office of the Judge of Probate

I hereby certify that the within mortgage was filed
 in this office for record on the _____
 day of _____, 19 _____
 at _____ o'clock _____ M., and was
 duly recorded in Volume _____ of _____
 Mortgages/ at page _____ and ex-
 amined.

Judge of Probate.