

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

(Address).....Post Office Box 822, Columbiana, Alabama 35051

Form 1-1-53 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas, o

Charlotte W. Poe and husband, Thomas M. Poe, Jr.

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

Jasper Sullivan

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

of Ten Thousand and no/100----- Dollars
(\$ 10,000.00), 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,

Charlotte W. Poe and husband, Thomas M. Poe, Jr.

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.

531 Maiden Lane
B'ham, AL 35226

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
Charlotte W. Poe and husband, Thomas W. Poe, Jr.

have hereunto set OUR signature S and seal, this 30th day of January, 19 84
Charlotte W. Poe (SEAL)
Thomas M. Poe, Jr. (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 Charlotte W. Poe and husband, Thomas M. Poe, Jr.
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 10th day of February, 19 84.
Margaret J. Bailey Notary Public.
MY COMMISSION EXPIRES FEBRUARY 24, 1985

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

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guaranty Division
TITLE INSURANCE - ABSTRACTS
Birmingham, Alabama

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Return to:
TO

EXHIBIT "A"

Description of a parcel of land situated in the Northwest Quarter of the Northwest Quarter of Section 35, Township 20 South, Range 4 West, Shelby County, Alabama, and being more particularly described as follows:

From the Southwest corner of said Northwest Quarter of Northwest Quarter, run thence in an Easterly direction along the South line of said quarter-quarter section for a distance of 231.02 feet to the point of beginning; thence turn an angle to the left of 64 deg. 35' 35" and run in a Northeasterly direction for a distance of 665.29 feet; thence turn an angle to the right of 61 deg. 12' 47" and run in an Easterly direction for a distance of 100.00 feet to a point on a circle forming a curve to the left with a radius of 50 feet and a central angle of 85 deg. 37' 12"; thence run in a Southeasterly direction along the arc of said circle for a distance of 74.72 feet, the previous call forming an interior angle of 132 deg. 48' 36" with a chord subtending said arc; thence turn radially and run in a Southerly direction for a distance of 600.95 feet to a point on the South line of said Northwest Quarter of Northwest Quarter; thence turn an angle to the right of 90 deg. 00' and run in a Westerly direction along said South line of said Quarter-Quarter Section for a distance of 435.00 feet to the point of beginning.

ALSO conveyed is the right for ingress and egress over the following described parcels of property, hereinafter described as Parcel 1 and Parcel 3, and as contained in the agreement between Robert and Betty Milam, and Joseph P. Sanders, Helen G. Sanders, Edward B. Blackerby, and Joyce Blackerby, as recorded in Deed Book 352, Page 983, in Probate Office of Shelby County, Alabama, hereinafter described as Parcel 2. Said easements shall run with the land

PARCEL 1:

Description of a parcel of land situated in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, Township 20 South, Range 4 West, Shelby County, Alabama, and being more particularly described as follows:

From the Southeast corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ run therein a Westerly direction along the South line of said Quarter-Quarter Section for a distance of 847.45 feet to the point of beginning of the parcel herein described; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run in a Northerly direction for a distance of 26.17 feet to the Southerly right of way line of Shelby County Highway #13; thence turn an angle to the left of 118 degrees 22 minutes 44 seconds and run in a Southwesterly direction along said Southerly right of way line for a distance of 55.06 feet to the South line of said Quarter-Quarter Section; thence turn an angle to the left 151 degrees 37 minutes and 16 seconds and run in an Easterly direction along said South line for a distance of 48.44 feet to the point of beginning. Said parcel contains 0.015 acres, more or less.

Said easement over this parcel shall be 30 feet wide lying North of Parcel 2, herein, and South of right of way of Shelby County Highway #13.

PARCEL 2:

EASEMENT DESCRIPTION:

Description of a 30-foot easement for ingress and egress situated in the Northwest Quarter of the Northwest Quarter of Section 35, Township 20 South, Range 4 West, Shelby County, Alabama, said easement being 15 feet to either side of a centerline which is more particularly described as follows:

From the Northwest corner of said Northwest Quarter of Northwest Quarter run thence in an Easterly direction along the North line of said Quarter-Quarter Section for a distance of 475.29 feet to the point of beginning of the centerline herein described; thence turn and run in a Southeasterly direction along said centerline on the arc of a curve to the left (the tangent of which describes a clockwise angle with the North line of said Quarter-Quarter Section of 87 deg. 53' 40"), said curve having a radius of 218.31 feet, a central angle of 47 deg. 02' 12", and being concave Northeasterly for a distance of 179.21 feet to the point of tangency of said curve; thence continue to run along said centerline in a Southeasterly direction tangent to said curve for a distance of 82.54 feet to the point of beginning of a curve to the right; thence continue to run in a Southeasterly direction along said centerline on the arc of said curve to the right, said curve having a radius of 349.74 feet, a central angle of 31 deg. 54' 47" and being concave Southwesterly, for a distance of 194.80 feet to the point of tangency of said curve; thence continue to run along said centerline in a Southeasterly direction tangent to said curve for a distance of 156.32 feet to the point of beginning of a turnaround easement for ingress and egress, said point being the end of the 30-foot easement herein described.

PARCEL 3:

Beginning at the Southeasterly terminus of the centerline of a 30.00 foot wide easement hereinabove described in Parcel Two; thence turning a clockwise angle of 90 deg. 00' 00" from the last or Southeasterly 156.32 feet call of said centerline description and running Northeasterly with the end of said Parcel Two 15.00 feet to a point of curve on the right of way line of the aforesaid turnaround for purposes of ingress and egress; thence turning and running along said right of way line on the arc of a curve to right, said curve being tangent to said Parcel Two, having a radius of 149.83 feet, a central angle of 58 deg. 39' 52", and being concave Northwesterly, for a distance of 153.41 feet to a point of compound curve; thence running along said right of way line on the arc of said second curve to the right, said curve having a radius of 50.00 feet, a central angle of 243 deg. 51' 20" and being concave Easterly, for a distance of 212.80 feet to a point of reverse curve; thence running along said right of way on the arc of said reverse curve to the left, said curve having a radius of 25.00 feet, a central angle of 109 deg. 05' 17" and being concave Northwesterly, for a distance of 47.60 feet to a point of compound curve; thence running along said right of way line on the arc of said compound curve to the left, said curve having a radius of 119.83 feet, a central angle of 13 deg. 25' 55", and being concave Westerly, for a distance of 28.09 feet to a point located at the end of the Westerly right of way line of the aforesaid 30.00 foot wide easement hereinabove described in Parcel Two; thence turning and leaving said right of way line of said turnaround on a line being radial thereto and running in a Northeasterly direction, with the end of said 30.00 foot easement described in said Parcel Two for a distance of 15.00 feet to the point of beginning.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1986 NOV 14 PM 3:17

Thomas P. Henderson
JUDGE OF PROBATE

1. Deed Tax	\$	_____
2. Mfg. Tax		<u>15.00</u>
3. Recording Fee		<u>10.00</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>26.00</u>