

503

STATE OF ALABAMA

SHELBY COUNTY

Tract No. 14

Tract NO. 20

:
: CASE NO. 26-297
:

NOTICE OF LIS PENDENS

Take notice that the State of Alabama has on the 8th day of September, 1987 filed a Complaint for Condemnation in the Probate Court of Shelby County, Alabama, Case No. 26-297, for the purpose of acquiring title or an interest in all of the lands and real estate as set forth and shown more specifically on the attached Exhibits which are made a part of this notice by reference thereto. Take further notice that the Complaint for Condemnation names and sets forth all those parties who claim an interest in said property and said parties are specifically set forth and named on the attached exhibit. The Complaint for Condemnation was filed for the express purpose of obtaining said lands and property for public road or highway purposes.

STATE OF ALABAMA

BY R. Bradford Wash
R. BRADFORD WASH
Special Assistant Attorney
General for the State of
Alabama

R. BRADFORD WASH
ATTORNEY AT LAW

IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA

STATE OF ALABAMA,

PLAINTIFF,

VS.

PAUL E. HENRY; DENISE B.
HENRY, UNITED STATES OF
AMERICA; SOUTH CENTRAL BELL;
TERESA DIANNE WELLS; ANNETTE
SKINNER, TAX COLLECTOR,

DEFENDANTS.

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CASE NO. _____

Tract No. 14
Tract No. 20

COMPLAINT FOR CONDEMNATION

Comes now the State of Alabama as Plaintiff in the above-styled cause and files this its Complaint in the Probate Court of Shelby County, Alabama for a Judgment of Condemnation of the lands and interest in lands hereinafter described and as a basis for the relief prayed for shows unto the Court as follows:

FIRST

Plaintiff is authorized by the Constitution and laws of the State of Alabama to institute and prosecute this proceeding for the purposes stated and is not required to give bond for security of costs under the provisions of law.

SECOND

Prior to the commencement of this action, the Highway Director of the State of Alabama found, ascertained and determined that the hereinafter described lands are necessary for use for public road or highway purposes and has authorized and directed the institution of prosecution of this proceeding to

condemn said lands. The property when condemned will be devoted to the public purposes specified.

THIRD

Plaintiffs seek to condemn the fee title to all of the parcels of land described in the attached descriptions and sketches, for public road or highway purposes, with the right to remove all improvements, trees, undergrowth and other obstructions situated on said lands, the right to prevent any person from placing or maintaining any obstructions on said lands, and also the right to enter upon said lands for the purpose of constructions, maintaining and repairing the public improvements constructed or installed thereon.

Plaintiff avers that to the plaintiff's knowledge the herein named persons are the persons who are the owners or who claim any interest in the property sought to be taken. All of the individuals named except Teresa Dianne Wells, are over the age of nineteen years and are of no legal disability unless otherwise specifically recited. Said persons, the tracts of land in which they have an interest, and the nature of said interest are identified as follows:

DEFENDANTS' ADDRESSES:

Tract 14

Paul E. Henry - owner
address unknown

Denise B. Henry - owner
address unknown

United States of America -----Mortgagee as shown in the attached
U.S. Attorneys Office mortgage, marked as Exhibit A, and
Federal Courthouse incorporated herein by reference
Birmingham, Alabama

South Central Bell ----- Lienholder as shown in the attached
600 19th North judgment marked as Exhibit B, and
Birmingham, Alabama 35203 incorporated herein by reference

Tract 20
Teresa Dianne Wells - owner
Rt. 2, Box 228-A
Columbiana, Alabama 35051

Annette Skinner - tax collector
Tax Collector
Shelby County, Alabama

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WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that this Court will make and enter an Order appointing a guardian to represent Teresa Dianne Wells, setting the day for hearing of this Complaint and cause notice of this Complaint and notice of the day set for hearing to be issued to the above-named Defendants by publication to those whose addresses are unknown and by personal service to the remaining defendants all as provided by law and the rules of this Honorable Court, and that upon final hearing of this Complaint, this Court will order and decree that the Plaintiff is entitled to acquire said lands or interest in lands for the public purposes herein set forth; and that this Court will appoint appraisers to ascertain and report the damages occasioned by such taking, and the compensation to be allowed the Defendants for such taking; and will make and enter in this cause all such other, further and different orders and decrees as it deems necessary in the premises.

STATE OF ALABAMA

BY: R. Bradford Wash
R. BRADFORD WASH
Special Assistant Attorney
General for the State of
Alabama

OF COUNSEL:

HARDIN & HOLLIS
1825 Morris Avenue
Birmingham, Alabama 35203
(205) 328-2675

STATE OF ALABAMA

SHELBY COUNTY

Before me the undersigned authority in and for said County in said State, personally appeared R. Bradford Wash, who is known to me and who, being by me first duly sworn, deposes and says that he is a Special Assistant Attorney General of the State of Alabama, and as such is authorized to make this affidavit, that he has read the above and foregoing Complaint for Condemnation, and that the averments of fact contained therein are true and correct.

R. Bradford Wash
R. BRADFORD WASH

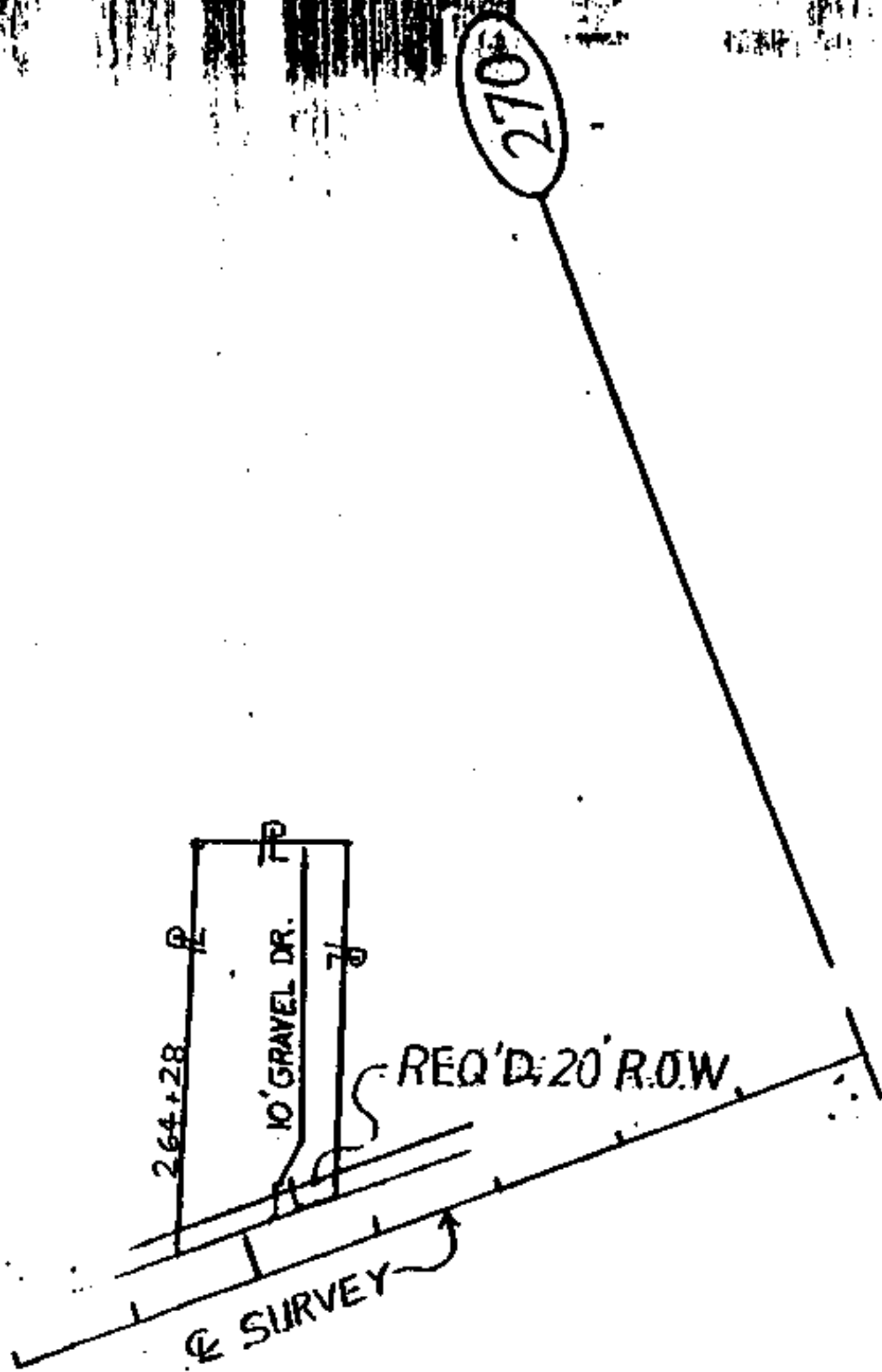
Sworn to and subscribed before me on this the 2nd day of September, 1987.

Pamela G. Rasberry
NOTARY PUBLIC
My Commission expires: 4-22-98

Commencing at the northwest corner of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 29, T-21-S, R-1-W; thence southerly along the west line of said SE $\frac{1}{4}$ of NW $\frac{1}{4}$, the west property line, a distance of 300 feet, more or less, to a point that is 60 feet northwesterly of and at right angles to the centerline of Project No. F-478(1) and the point of beginning of the property herein to be conveyed; thence N 67° 41' 20" E, parallel with the centerline of said project a distance of 130 feet, more or less, to the east property line; thence southerly along said east property line a distance of 22 feet, more or less, to the present northwest right-of-way line of Alabama Highway No. 70; thence southwestwardly along said present northwest right-of-way line a distance of 130 feet, more or less, to the west line of said SE $\frac{1}{4}$ of NW $\frac{1}{4}$, the west property line; thence northerly along said west property line a distance of 22 feet, more or less, to the point of beginning.

Said strip of land lying in the SE $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 29, T-21-S, R-1-W and containing 0.060 acre, more or less.

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SE 1/4 OF NW 1/4, S-29, T-21S, R-1W

TRACT NO. (14)

OWNER: PAUL E. & DENISE B. HENRY

BEFORE: 0.837 AC.
TAKING: 0.060 AC.
AFTER: 0.777 AC.

STATE OF ALABAMA
HIGHWAY DEPARTMENT
SHELBY COUNTY
PROJ. F-478(1)

SCALE: 1" = 200'
DATE: AUG 5, 1985

Commencing at the southeast corner of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 29, T-21-S, R-1-W; thence northerly along the east line of said NE $\frac{1}{4}$ of NE $\frac{1}{4}$, the east property line, a distance of 355 feet, more or less, to a point that is 60 feet southeasterly of and at right angles to the centerline of Project No. R-478(1) and the point of beginning of the property herein to be conveyed; thence southwesterly along a curve to the left (concave southeasterly) having a radius of 5505.70 feet, parallel with the centerline of said project, a distance of 10 feet, more or less, to a point that is 60 feet southeasterly of and at right angles to the centerline of said project at Station 306+00; thence turn an angle of 90° 00' to the right and run a distance of 10 feet; southwesterly along a curve to the left (concave southeasterly) having a radius of 5515.70 feet, parallel with the centerline of said project, a distance of 235 feet, more or less, to a point that is 50 feet southeasterly of and at right angles to the centerline of said project at Station 303+53.03; thence S 82° 05' 44" W, parallel with the centerline of said project, a distance of 255 feet, more or less, to the southwest property line; thence northwesterly along said southwest property line a distance of 12 feet, more or less, to the present southeast right-of-way line of Alabama Highway No. 70; thence northeasterly along said present southeast right-of-way line a distance of 510 feet, more or less, to the east line of said NE $\frac{1}{4}$ of NE $\frac{1}{4}$, the east property line; thence southerly along said east property line a distance of 22 feet, more or less, to the point of beginning.

Said strip of land lying in the NE $\frac{1}{4}$ of NE $\frac{1}{4}$, Section 29, T-21-S, R-1-W and containing 0.116 acre, more or less.

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300

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E. SURVEY

P.C. 303+53.03

REQ'D. 10' R.O.W.

REQ'D. 20' R.O.W.

P.C. 40
50' 40'

+00
50' 60'

SECTION-22
SECTION-28

NE 1/4 OF NE 1/4 S-29, T-21S, R-1W
SE 1/4 OF NE 1/4, S-29, T-21S, R-1W

TRACT NO. (20)

OWNER: TERESA DIANA WELLS

BEFORE: 3.688 AC.

TAKING: 0.116 AC.

AFTER: 3.572 AC.

STATE OF ALABAMA
HIGHWAY DEPARTMENT
SHELBY COUNTY
PROJ. F-478(1)

SCALE: 1" = 200'
DATE: AUG. 5, 1985

7MB425.330
mf

USDA-FmHA
Form FmHA 427-1 AL
(Rev. 4-20-81)

187 Position 5
The form of this instrument was drafted by the Office of the General Counsel of the United States Department of Agriculture, Washington, D.C., and the material in the blank spaces in the form was inserted by or under the direction of

Harrison, Conwill, Harrison & Justice
(Name)
P.O. Box 557, Columbiana, Alabama 35051
(Address)

REAL ESTATE MORTGAGE FOR ALABAMA

THIS MORTGAGE is made and entered into by
Paul E. Henry and wife, Denise B. Henry

residing in Shelby County, Alabama, whose post office address is
Route 1, Columbiana, Alabama 35051

herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government."

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, and authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
December 6, 1982	\$26,000.00	11.50 %	December 6, 2015

(If the interest rate is less than _____ % for farm ownership or operating loans secured by this instrument, then the rate may be changed as provided in the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949, or any other statute administered by the Farmers Home Administration.

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower.

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

NOW THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge; (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, and assign unto the Government, with general warranty, the following property situated in the State

of Alabama, County(ies) of Shelby

NO TAX COLLECTED

NOT RECORDED

BOOK 149 PAGE 761
425 PAGE 330

Commence at the NW corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 29, Township 21 South, Range 1 West, Pt. of BQ) being an iron pipe found in place; thence proceed in a Southerly direction along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ for a distance of 379.29 feet to the point of intersection with the North right-of-way line of State Hwy. #70; thence turn 112 degrees 56 minutes 34 seconds to the left and proceed along said R.O.W. line for a distance of 130.27 feet to a point; thence turn 67 degrees 03 minutes 26 seconds to the left and proceed for a distance of 33.30 feet to a point; thence turn 91 degrees 20 minutes to the left and proceed for a distance of 120.00 feet to the point of beginning. Said parcel is lying in the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 29, Township 21 South, Range 1 West, and contains 0.98 acre. Situated in Shelby County, Alabama.

Subject to transmission line permit to Alabama Power Company as shown by instrument recorded in Deed Book 117, Page 589, in the Probate Office of Shelby County, Alabama. Also subject to public utility easements and right-of-ways servicing said property.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein, all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

1. To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payments of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

2. To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

3. If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

4. Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

5. All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereon. Any advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government may determine.

6. To use the loan evidenced by the note solely for purposes authorized by the Government.

7. To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining thereto, or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, at Montgomery, Alabama 36104, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(23) Upon default by the Borrower as aforesaid, the Government and its assigns may take possession of the property and foreclose this mortgage by sale to the highest bidder, for cash, at the courthouse door of any county in which all or a part of the property is situated, after advertising the time, place and terms of sale once a week for three successive weeks in a newspaper of general circulation in each county in which a portion of the property is situated.

(24) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 6th day of December, 19 82

Signed, sealed, and delivered in the presence of:

BOOK 149 PAGE 763
425 MAR 333

1982 DEC -6 PM 3:57

1982 DEC -6 PM 3:57

Paul E. Henry (SEAL)
Paul E. Henry

Denise B. Henry (SEAL)
Denise B. Henry

ACKNOWLEDGEMENT

NO TAX COLLECTED

STATE OF ALABAMA

SHELBY

COUNTY

I, the undersigned authority

A Notary Public in and for said County, in said

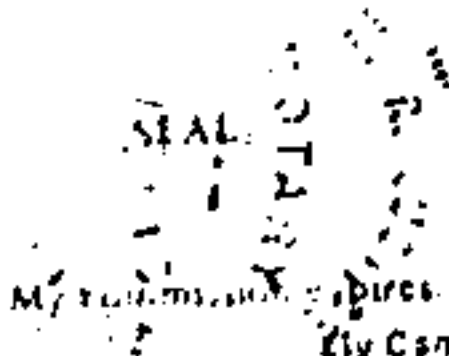
State, do hereby certify that

Paul B. Henry and wife, Denise B. Henry

whose name's are signed to the foregoing conveyance and who are known they

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 seal this 6th day of December, 19 82



W. R. Justice
Notary Public