

2572

STATE OF ALABAMA

SHELBY COUNTY

M O R T G A G E R E L E A S E
AND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, James M. Brown and wife, Oris Brown, did heretofore execute a certain mortgage to Guardian Discount Company, a corporation, on the 3rd day of December, 1962, securing payment of an indebtedness of \$10,727.45 owed by said mortgagors and as provided in said mortgage, and conveying certain property situated in Shelby County, Alabama, more particularly described in said mortgage, as security for said indebtedness, and whereas, said mortgage was recorded in Mortgage Book 280 at page 482, Office of the Judge of Probate of Shelby County, Alabama, and

Whereas, said James M. Brown and wife, Oris Brown, subsequently did execute a correction mortgage to said Guardian Discount Company, a corporation, correcting certain errors in said mortgage recorded in said Mortgage Book 280 at page 482, said correction mortgage being dated February 8, 1963, and securing payment of said same indebtedness of \$10,727.45 and being recorded in Mortgage Book 281 at page 231 in said Probate Office, and

Whereas, said James M. Brown and wife, Oris Brown, subsequently did execute another mortgage to said Guardian Discount Company, a corporation, on the 29th day of April, 1964, securing payment of an indebtedness of \$3,687.84 owed by said mortgagors and as provided in said mortgage, and conveying certain real property situated in Shelby County, Alabama, more particularly described in said mortgage, as security for said indebtedness, and whereas said mortgage was recorded in Mortgage Book 287 at page 688 in said Probate Office, and

Whereas, the indebtednesses secured by said above designated mortgages recorded in Mortgage Book 280 at page 482 and Mortgage Book 281 at page 231 in said Probate Office have been paid in full, and

Whereas, a portion of the indebtedness secured by said mortgage recorded in Mortgage Book 287 at page 688 in said Probate Office has been paid,

Now, therefore, Guardian Discount Company, a corporation, for and in consideration of these premises and for and in consideration for the further sum of \$1.00 to it in hand paid, the receipt whereof is hereby acknowledged, has constituted and appointed Oliver P. Head its true and lawful attorney for it, and in its name, to mark as paid and to satisfy of record and discharge said mortgage recorded in Mortgage Book 280 at page 482 in said Probate Office and the said mortgage recorded in Mortgage Book 281 at page 231 in said Probate Office, giving and granting unto said attorney the full power and

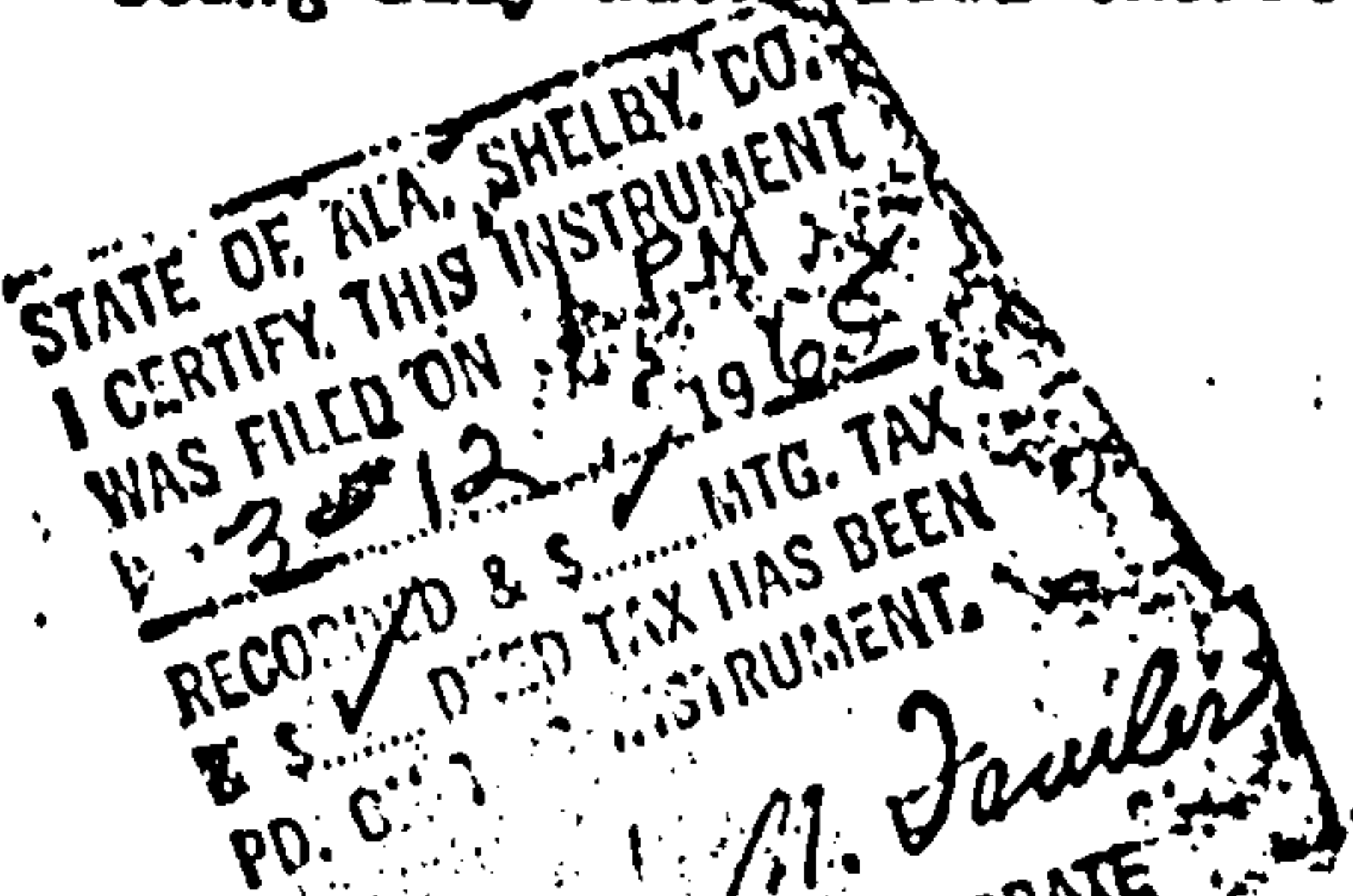
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authority to do any and all acts necessary and proper in and about the premises, said indebtedness^{es} secured by said mortgages having been paid in full, and does further hereby release and discharge from the terms and conditions of said mortgage recorded in Mortgage Book 287 at page 688 in said Probate Office, and from the indebtedness and encumbrances secured by said mortgage, the following described parcel of real estate, situated in Shelby County, Alabama, to wit:

Begin at the Northeast corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 14, Township 18 South, Range 1 East, and in a Westerly direction along the North line of said quarter-quarter, run a distance of 497.94 feet, to the right of way line of the new cut Highway; thence turn an angle of 42 deg. 43 min. to the left along said right of way for a distance of 177.53 feet; thence turn an angle of 79 deg. 21 $\frac{1}{2}$ min. to the left for a distance of 507.06 feet; thence turn an angle of 8 deg. 04 $\frac{1}{2}$ min. to the right for a distance of 367.29 feet, to the Northerly right of way line of Highway No. 25; thence turn an angle of 74 deg. 46 min. to the left for a distance of 211.84 feet, to the East boundary line of the above said quarter-quarter (conditional line); thence turn an angle of 81 deg. 14 min. to the left along said conditional line for a distance of 853.87 feet, to the point of beginning.

It is understood that said mortgage recorded in Mortgage Book 287 at page 688 in said Probate Office is preserved in full force and effect in all of its original terms and conditions is to the balance or remainder of the lands described in said mortgage and not herein specifically described.

IN WITNESS WHEREOF, the said Guardian Discount Company, a corporation, has caused these presents to be executed by J. F. Trull, its Vice President, duly authorized thereto, who affixed its corporate seal hereto, being duly authorized thereto, on this the 12 day of March, 1965.



STATE OF ALABAMA
JEFFERSON COUNTY

I, James Madison Brown, a Notary Public in and for said County, in said State, hereby certify that J. F. Trull, whose name as Vice President of the Guardian Discount Company, a corporation, is signed to the foregoing Mortgage Release and Power Of Attorney, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Mortgage Release and Power of Attorney, he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation.

Given under my hand this 12 day of March, 1965.

James Madison Brown
Notary Public
My Commission Expires June 20, 1968