

8
STATE OF ALABAMA)
COUNTY OF SHELBY)

13,5

PARTIAL RELEASE



19761112000109260 1/5 \$.00
Shelby Cnty Judge of Probate, AL
11/12/1976 12:00:00 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS THAT:

The undersigned do hereby release the property described on the attached Exhibit "A" from the lien of the unrecorded mortgage to the undersigned (a copy of which mortgage is attached as Exhibit "B").

It is specifically understood that this release does not affect any lien on the balance of the property.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the 9th day of November, 1976.

John A. Griffin
John A. Griffin

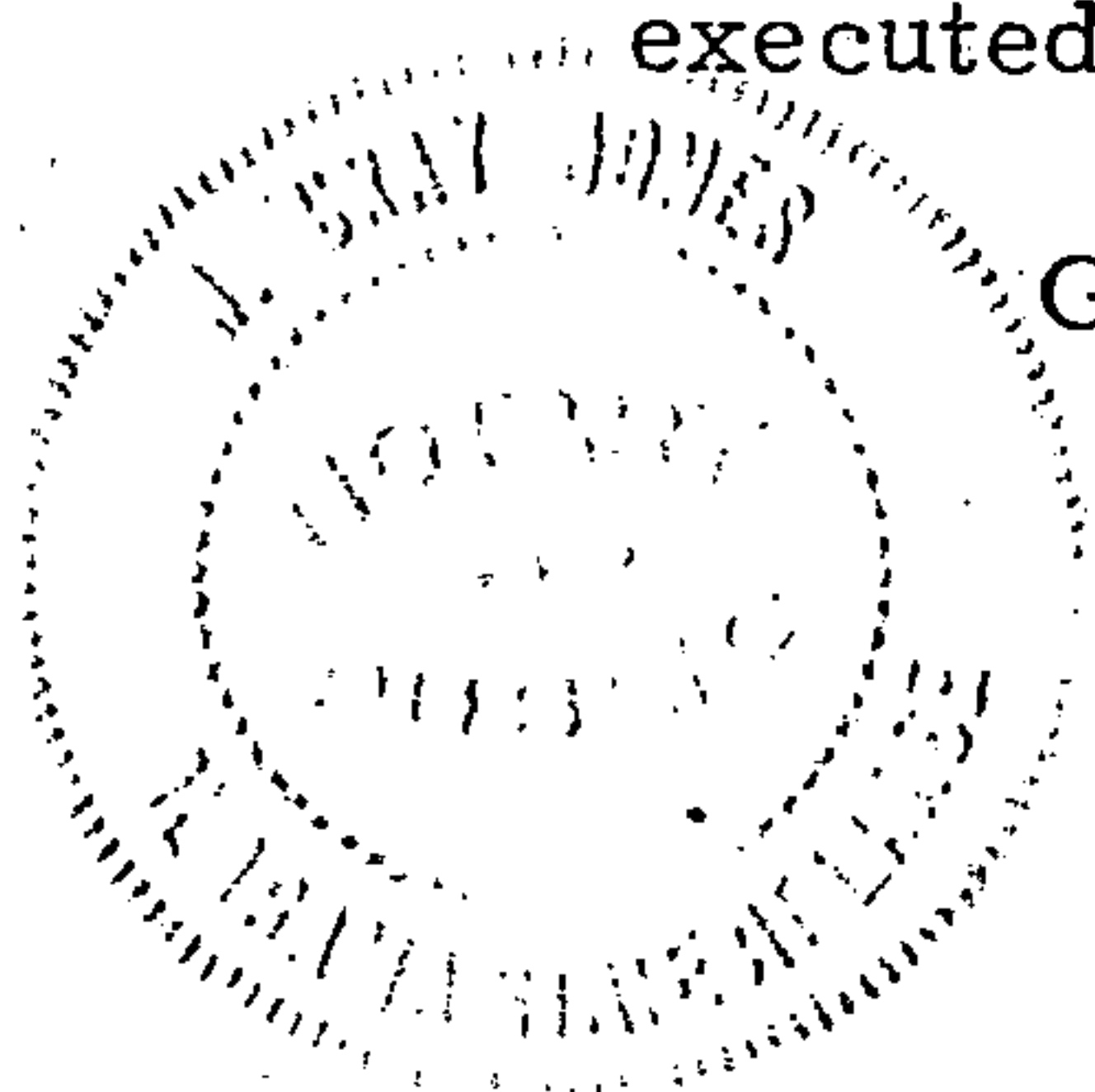
Lillian A. Griffin
Lillian A. Griffin

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that John A. Griffin and wife, Lillian A. Griffin, whose names are signed to the foregoing Release, and who are known to me, acknowledged before me on this day, that being informed of the contents of the Release they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 9th day of November, 1976.

W. Grant Jones
NOTARY PUBLIC



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EXHIBIT "A"

DESCRIPTION

A tract of land situated in the Southeast 1/4 of Section 4, Township 21 South, Range 3 West and the Northeast 1/4 of Section 9, Township 21 South, Range 3 West, Shelby County, Alabama and more particularly described as follows: Commence at the Southwest Corner of the Southeast 1/4 of Section 4, thence run in a Northerly direction along the West line of said Southeast 1/4, a distance of 276.0 feet to a point on the Northeast line of Woodland Hills, First Phase, Fourth Sector, as recorded in Map Book 6, Page 24 in the Probate Office of Shelby County, Alabama; thence an angle right of 118 degrees 59 minutes 15 seconds and run in a Southeasterly direction a distance of 680.70 feet to the Northeast Corner of Lot 40 of said subdivision, the Point of Beginning of tract herein described; thence an angle right of 90 degrees and run in a Southwesterly direction along the Southeast line of said Lot 40, a distance of 137.62 feet; thence an angle left of 88 degrees 46 minutes 15 seconds and run in a Southeasterly direction, a distance of 572.77 feet; thence an angle left of 88 degrees 33 minutes 45 seconds and run in a Northeasterly direction a distance of 1042.81 feet; thence an angle right of 1 degree 24 minutes 14 seconds and run in a Northeasterly direction a distance of 504.05 feet; thence an angle left of 74 degrees 06 minutes 59 seconds and run in a Northwesterly direction, a distance of 792.62 feet; thence an angle left of 126 degrees 30 minutes and run in a Southwesterly direction, a distance of 839.0 feet; thence an angle right of 106 degrees 30 minutes and run in a Northwesterly direction a distance of 66.70 feet; thence an angle left of 87 degrees 17 minutes 15 seconds and run in a Southwesterly direction, a distance of 631.42 feet; thence an angle right of 92 degrees 40 minutes and run in a Northwesterly direction a distance of 222.75 feet; thence an angle left of 90 degrees and run in a Southwesterly direction a distance of 60.00 feet; thence an angle left of 90 degrees and run in a Southeasterly direction and parallel to the North line of said Woodland Hills, First Phase, Fourth Sector, a distance of 137.16 feet; thence an angle right of 79 degrees 43 minutes and run in a Southwesterly direction a distance of 172.78 feet to the Point of Beginning.

Tract contains 22.0422 acres.



1976112000109260 2/5 \$.00
Shelby Cnty Judge of Probate, AL
11/12/1976 12:00:00 AM FILED/CERT

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NAME: James J. Odom, Jr.

EXHIBIT "B"

ADDRESS: 620 North 22nd Street, Birmingham, Alabama 35203

MORTGAGE — ALABAMA TITLE CO., INC., Birmingham, Alabama

State of Alabama

SHELBY

COUNTY



19761112000109260 3/5 \$.00
Shelby Cnty Judge of Probate, AL
11/12/1976 12:00:00 AM FILED/CERT

Know All Men By These Presents, that whereas the undersigned Marvin Burnett is justly indebted to John A. Griffin and wife, Lillian A. Griffin

in the sum of Fifty-Five Thousand and No/100 Dollars (\$55,000.00)

evidenced by a promissory note of even date herewith;

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Marvin Burnett

do, or does, hereby grant, bargain, sell and convey unto the said John A. Griffin and wife, Lillian A. Griffin (hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

See Rider attached hereto and made a part hereof for legal description.

At any time the mortgagor wishes, he may have property released from the lien of this mortgage by substituting for the property to be released security in an amount and of such kind that is equal to the value of the property released. It is agreed that a proper value would be the amount or sales price of any or all of the property sold by the mortgagor at an arm's length transaction. It is further agreed that an appropriate security to be substituted therefor would be a first lien on a savings account or certificate of deposit in an institution insured by the federal deposit insurance corporation or some similar governmental agency. In other words, the mortgagor is hereby granted the right at any time during the life of the mortgage to sell all or a portion of the property mortgaged hereunder and have that property released by the mortgagees hereunder if the mortgagor puts the proceeds of any such sale in a savings account and properly assigns the savings account to the mortgagees hereunder as security for the repayment of the indebtedness.

Mortgagees further agree to release 1/2 of the property mortgaged hereunder at such time that mortgagor has paid 1/2 of the indebtedness secured hereby. Selection of which portions of property which will be released under this paragraph will be made by negotiations between mortgagor and mortgagees.

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals 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 said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee 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, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may, deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

on; 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons, or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

75.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

on this the day of

19

WITNESSES:

Marvin Burnett

(Seal)

(Seal)

(Seal)

(Seal)



19761112000109260 4/5 \$.00
Shelby Cnty Judge of Probate, AL
11/12/1976 12:00:00 AM FILED/CERT

ALABAMA

STATE OF JEFFERSON

General Acknowledgement

County

Marvin Burnett

I, the undersigned,

is

is

, a Notary Public in and for said County in said State.

hereby certify that

whose name

signed to the foregoing conveyance, and who

known to me, acknowledged before me on this day, that being in-

formed of the contents of the conveyance

executed the same voluntarily on the day the same bears date.

75.

Given under my hand and official seal this

day of

19

Notary Public.

STATE OF

Corporate Acknowledgement

COUNTY OF

a Notary Public in and for said County, in

I, said State, hereby certify that

whose name as President 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 the 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

TO

MORTGAGE

This Form Furnished By
ALABAMA TITLE CO., INC.
615 North 21st Street
Birmingham, Alabama

STATE OF ALABAMA
SHELBY COUNTY



19761112000109260 5/5 \$.00
Shelby Cnty Judge of Probate, AL
11/12/1976 12:00:00 AM FILED/CERT

D E S C R I P T I O N

A tract of land situated in the Southwest 1/4 of Section 4 and the Northwest 1/4 of Section 9, Township 21 South, Range 3 West, Shelby County, Alabama, and more particularly described as follows: Commence at the Southwest Corner of Section 4, Township 21 South, Range 3 West; thence run in an Easterly direction along the South line of said Section 4, a distance of 415 feet more or less to the centerline of a branch, the Point of Beginning; thence turn left and run in a Northeasterly direction along the centerline and meanderings of said branch to an intersection with the Southerly line of property known as the Sharp Property; thence right in a Southeasterly direction along Sharp Property line, 375 feet more or less to a point on the Westerly Right of Way line of Shelby County Highway No. 17; thence an angle right of 85 degrees 10 minutes 58 seconds, as measured to chord of a curve in Right of Way line, said curve having a radius of 612.96 feet and subtending a central angle of 20 degrees 18 minutes 42 seconds; thence run in a Southwesterly direction along the arc of said curve to the left, 217.30 feet; thence from tangent to curve continue Southwesterly along said Right of Way, 223.80 feet; thence an angle right of 1 degree 47 minutes and continue along said Right of Way, 1182.49 feet; thence an angle right of 71 degrees 11 minutes 20 seconds and run in a Westerly direction, 130 feet more or less to the center of Beaverdam Creek; thence right in a Northwesterly direction along the center of said creek to its point of intersection with the South line of aforementioned Section 4; thence run in a Westerly direction along said South line, 390 feet more or less to the Point of Beginning.

Conrad J. Johnson
JUDGE OF PROBATE

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1976 NOV 12 PM 10:13

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BOOK