

ASSIGNMENT OF MORTGAGE

19780928000130520 1/4 \$.00
 Shelby Cnty Judge of Probate, AL
 09/28/1978 12:00:00 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS, that Atlantic Creosoting International Sales Corporation, a corporation existing under the laws of the State of Georgia, of the first part, in consideration of the sum of Ten Dollars, lawful money of the United States, paid by Atlantic Creosoting Company, Inc. of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto the said party _____ of the second part a certain indenture of mortgage bearing date the 28th day of July, 1975, made by Chelsea Timber Company, Inc., a corporation, and recorded in Mortgage Book 348, page 100, Probate records of Shelby County, Alabama upon the following described piece or parcel of land situated and being in Shelby County, State of Alabama, to-wit:

27 497

A part of S $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 13, Township 22 South, Range 1 West, described as follows: To find the point of beginning, start at the NW corner of Block 2 according to Safford's Map of Town of Shelby; thence northwardly along the extension northwardly of the West line of said Block 2 a distance of 141.3 feet to a point on the center line of the L & N Railroad; thence eastwardly along the center line of said Railroad a distance of 305 feet to a point; thence Northwardly at a deflection angle of 90° a distance of 25 feet to a point on the north line of the right of way of said railroad which is the point of beginning; thence eastwardly along the north line of said Railroad right-of-way a distance of 1040 feet to a point; thence northwardly at a deflection angle of 90° to the left a distance of 325 feet to a point; thence westward at a deflection angle of 90° 07' to the left a distance of 1058.1 feet to a point; thence southward with a deflection angle of 97° 13' to the left a distance of 175 feet to a point; thence continue southwardly with a deflection angle of 9° 13' to the right a distance of 150 feet to point of beginning, and containing 7.83 acres, more or less, including rights-of-way. LESS AND EXCEPT any of the following located on the above: Begin at the point of beginning of the above described land which point is on the north line of the right-of-way of the L & N Railroad; thence northwardly at right angles to said right-of-way a distance of 150 feet to a point; thence with a deflection angle of 55° 26' to the right a distance of 286 feet to a point which is the point of beginning; thence northwardly a distance of 72 feet to a point; thence eastwardly a distance of 49 feet to a point; thence southwardly a distance of 99 feet to a point on the north line of a public road; thence westwardly along said public road a distance of 48.4 feet to a point; thence northwardly a distance of 31 feet and enclosing the old furnace chimney; also LESS AND EXCEPT any and all existing rights-of-way and easements.

Together with the Note described in said mortgage, and the money due and to become due thereon, with interest from the 17th day of May, 1978.

The party of the first part covenants that there is now owing upon said mortgage, without offset or defense of any kind, the principal sum of Forty-Seven Thousand, Three Hundred and Seventy-Nine and 13/100 (\$47,379.13) Dollars, with interest thereon at 7½ per centum per annum from the 17th day of May, 1978.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its Treasurer the 19th day of September, 1978.



(Corporate Seal)

De Waller
Treasurer

Atlantic Creosoting International Sales Corporation

Signed, sealed and delivered in presence of us:

By

ABA Smith
President

Lone Cree Knight

David R. Rugg

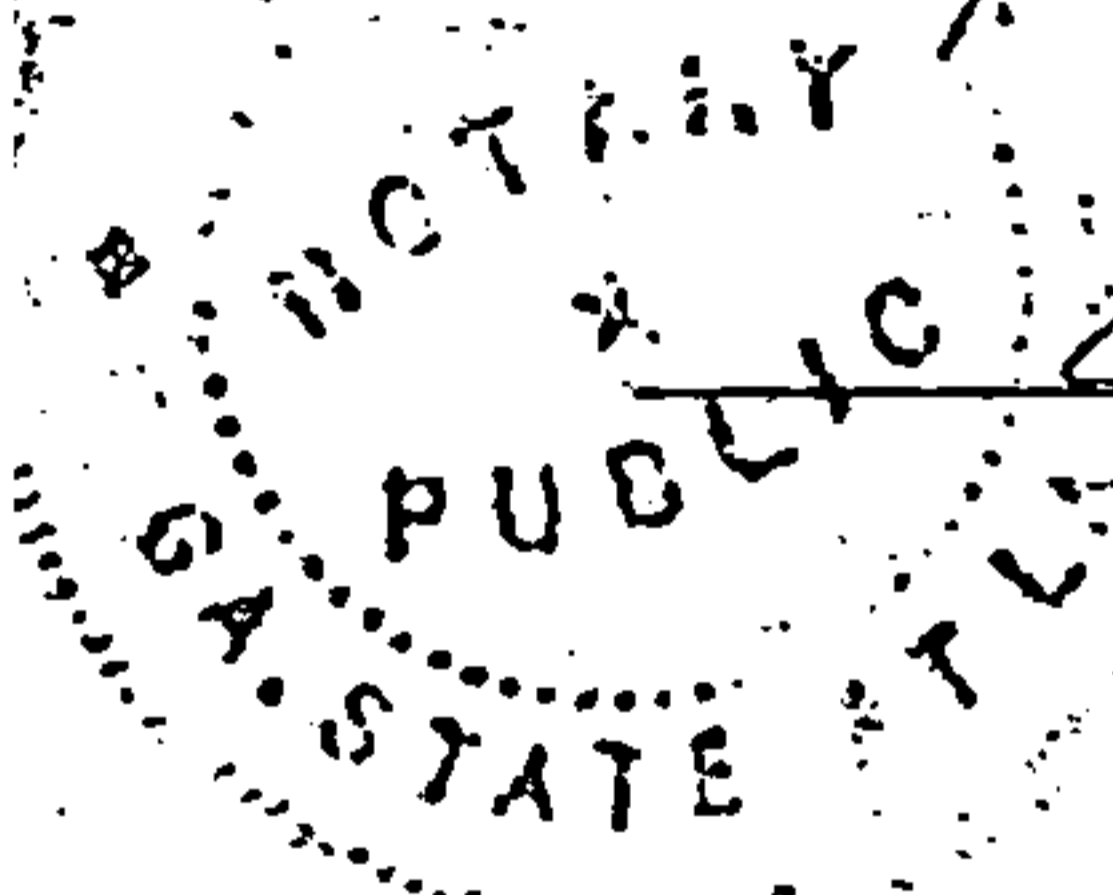
STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1978 SEP 28 AM 8:53

Rec. 300
Ind. 100
400

Thomas P. Anderson, Jr.
JUDGE OF PROBATE

Sworn to and subscribed to before me this 19th day of September, 1978.



D B West
Notary Public

This instrument prepared by:

W. Wheeler Smith
SMITH, WHITE & HYND, P.A.
Suite 1734 - 2121 Building
Birmingham, Alabama 35203



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ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that Atlantic Creosoting International Sales Corporation, a corporation existing under the laws of the State of Georgia, of the first part, in consideration of the sum of Ten Dollars, lawful money of the United States, paid by Atlantic Creosoting Company, Inc. of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto the said party _____ of the second part a certain indenture of mortgage bearing date the 24th day of June, 1976, made by Chelsea Timber Company, Inc., a corporation, and recorded in Mortgage Book 355, page 850, Probate records of Shelby County, Alabama upon the following described piece or parcel of land situate and being in Shelby County, State of Alabama, to-wit:

A part of S $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 13, Township 22 South, Range 1 West, described as follows: To find the point of beginning, start at the NW corner of Block 2 according to Safford's Map of Town of Shelby; thence northwardly along the extension northwardly of the West line of said Block 2 a distance of 141.3 feet to a point on the center line of the L & N Railroad; thence eastwardly along the center line of said Railroad a distance of 305 feet to a point; thence Northwardly at a deflection angle of 90° a distance of 25 feet to a point on the north line of the right of way of said railroad which is the point of beginning; thence eastwardly along the north line of said Railroad right-of-way a distance of 1040 feet to a point; thence northwardly at a deflection angle of 90° to the left a distance of 325 feet to a point; thence westward at a deflection angle of 90° 07' to the left a distance of 1058.1 feet to a point; thence southward with a deflection angle of 97° 13' to the left a distance of 175 feet to a point; thence continue southwardly with a deflection angle of 9° 13' to the right a distance of 150 feet to point of beginning, and containing 7.83 acres, more or less, including rights-of-way. LESS AND EXCEPT any of the following located on the above: Begin at the point of beginning of the above described land which point is on the north line of the right-of-way of the L & N Railroad; thence northwardly at right angles to said right-of-way a distance of 150 feet to a point; thence with a deflection angle of 55° 26' to the right a distance of 286 feet to a point which is the point of beginning; thence northwardly a distance of 72 feet to a point; thence eastwardly a distance of 49 feet to a point; thence southwardly a distance of 99 feet to a point on the north line of a public road; thence westwardly along said public road a distance of 48.4 feet to a point; thence northwardly a distance of 31 feet and enclosing the old furnace chimney; also LESS AND EXCEPT any and all existing rights-of-way and easements.

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Smith, White & Hynds

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IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its Treasurer the 19th day of September, 19 78.



(Corporate Seal)

R. Wallace
Treasurer

Signed, sealed and delivered in presence of us:

Atlantic Creosoting International Sales Corporation

By A. H. Blount
President

Lora Grace Knight

Samuel R. Rye

Sworn to and subscribed to before me this 19th day of September, 1978.

A. B. West
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
SEP 28 AM 8:53
JUDGE OF PROBATE

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