This instrument prepared by:
Erle Pettus, Jr.
800 First National-Southern
Natural Building
Birmingham, Alabama 35203

STATE OF ALABAMA)

JEFFERSON COUNTY)

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Shelby Cnty Judge of Probate,AL
10/02/1980 12:00:00AM FILED/CERT

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that whereas, Harold R. Walker and wife, Frances J. Walker (hereinafter called Mortgagors) are justly indebted to Bank of the Southeast, a corporation (hereinafter called Mortgagee, which shall include its successors and assigns) in the sum of Two Hundred Fifty Thousand & no/100 ($250,000.00) Dollars evidenced by a promissory note of even date in the amount of Two Hundred Fifty Thousand & no/100 ($250,000.00) Dollars.

NOW THEREFORE, in consideration of the premises, and to secure the indebtedness referred to above and any and all extensions and renewals thereof or any part thereof (herein collectively defined and referred to as the "indebtedness" or the "debt"), Mortgagors have bargained and sold, and do hereby bargain, sell and convey to Mortgagee the following described real estate situated in Shelby County, Alabama, to-wit:

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The NW1/4 of the NW1/4; the NE1/4 of the NW1/4, and the NW1/4 of the NE1/4 of Section 19, Township 20 South, Range 2 West. EXCEPTING, however, from the NW1/4 of the NW1/4 of Section 19, Township 20 South, Range 2 West, 1.44 acres in the Northwest corner, more particularly described as follows: Begin at the N.W. corner of the NW1/4 of the NW1/4 of Section 19, Township 20 South, Range 2 West; thence run South along the West boundary line of said NW1/4 of the NW1/4, Section 19, Township 20 South, Range 2 West, for 96.63 feet; thence turn an angle of 52 deg. 41' to the left and run Southeasterly 98.80 feet; thence run East parallel with the North boundary line of the NW1/4 of the NW1/4 of Section 19, Township 20 South, Range 2 West, for 338.84 feet; thence run North parallel with the West boundary line of the NW1/4 of the NW1/4 of Section 19, Township 20 South, Range 2 West, 156.53 feet, more or less, to a point on the North boundary line of the NW1/4 of the NW1/4 of Section 19, Township 20 South, Range 2 West; thence run West along the North boundary line of the NW1/4 of the NW1/4 of Section 19, Township 20 South, Range 2 West, for 417.42 feet, more or less, to the point of beginning. ALSO, a parcel of land situated in and being part of the NE1/4 of the NE1/4 of Section 24, Township 20 South, Range 3 West, and the SE1/4 of the SE1/4 of Section 13, Township 20 South, Range 3 West, more particularly described as follows: From the Northeast corner of Section 24, Township 20 South, Range 3 West, run South along the East boundary line of said Section 24, Township 20 South, Range 3 West for 96.63 feet to the point of beginning of the land herein described; thence turn an angle of 127 deg. 19' to the right and run Northwesterly 158.0 feet; thence turn

See partial release Inst. #2 39 pg. 124 (1-15-81)
See release Mortgage Bk 56 pg 844 (5-30-84)

Calhoun Title, Inc.
P. O. BOX 689
PELHAM, AL 351
Phone 988-5600

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an angle of 11 deg. 30' to the left and continue Northwesterly 30.0 feet, more or less, to a point on the East right-of-way line of the Fungo Road; thence turn an angle of 84 deg. 15' to the left and run Southwesterly along the East right-of-way line of said Fungo Road 20.0 feet; thence turn an angle of 84 deg. 15' to the left and run Southeasterly 207.62 feet, more or less, to a point on the East boundary line of Section 24, Twp. 20 South, Range 3 West; thence turn an angle of 127 deg. 19' to the left and run North along the East boundary of Section 24, Township 20 South, Range 3 West, for 37.72 feet, more or less, to the point of beginning. This tract of land being a part of the NE1/4 of NE1/4 of Section 24, Township 20 South, Range 3 West and part of the SE1/4 of SE1/4 of Section 13, Township 20 South, Range 3 West. Subject to that certain agreement for common driveway dated October 17, 1960, by and between Claude C. Williams and wife, Edna Joyce Williams, and Young Quan and wife, May C. Quan, recorded in Volume 212, Page 44, in the Probate Office of Shelby County, Alabama. Subject to the right, if any, that Robert A. Hodges and wife, Helen V. Hodges, have to that portion of said property which lies in SE1/4 of SE1/4 of Sec. 13, Township 20, Range 3 West.

Subject to the following:

1. Taxes due October 1, 1981.

2. Easements to Plantation Pipeline Company in Deed Book 112, page 583, and in Deed Book 112, page 328 filed in the Probate Office of Shelby County, Alabama.

3. Transmission line permits to Alabama Power Company in Deed Book 127, page 397; in Deed Book 127, page 378; in Deed Book 127, page 377; in Deed Book 184, page 417; in Deed Book 215, page 331 filed in said Probate Office.

4. Rights-of-way easement to Shelby County recorded in Deed Book 205, page 87, and in Deed Book 205, page 95 in said Probate Office.

5. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as to that portion lying in the NW1/4 of NW1/4; NE1/4 of NW1/4 of NE1/4 of Section 19, Township 20, Range 2 West.

6. Subject to the right, if any, that Robert A. Hodges and wife, Helen V. Hodges, hold to that portion of the property which lies in the SE 1/4 of SE 1/4 of Section 13, Township 20, Range 3W.

7. All rights outstanding by reason of statutory right of redemption from the foreclosure of that certain mortgage recorded in Mortgage Book 380 Page 994, which mortgage recites that it secures the same indebtedness as that described in mortgage recorded in Mortgage Book 375 Page 691, and that said mortgage substitutes subject land as collateral for said

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previous mortgage. This said commitment is subject to the statutory rights of redemption to the following:

(a) In favor of Jack C. Caddell and/or wife, Catherine W. Caddell, and any other person, firm or corporation, having the right of redemption under the laws of the State of Alabama, including, but not limited to the mortgagees in the following mortgages executed by Jack C. Caddell and/or wife, Catherine Caddell to the First Shelby National Bank, as follows:

1. Mortgage recorded in Mortgage Book 387, Page 219.
2. Mortgage recorded in Mortgage Book 394 Page 255.

(b) In favor of the owners of Judgments filed subsequent to the recordation date of the foreclosed mortgage as follows:

1. Judgment in favor of Arnold Shiland in Judgment Book 0 Page 370.
2. Judgment in favor of SE Porcelain, etc. in Judgment Book 0 Page 506.
3. Judgment in favor of William H. Cummings, in Judgment Book 0 Page 534.
4. Judgment in favor of Bank of Southeast in Judgment Book 0 Page 608.

all in Probate Office of Shelby County, Alabama, and any other creditors who obtains a judgment within the time provided in Section 6-5-239, Code of Alabama, 1975;

(c) Also subject to any statutory lien (Section 35-11-211) of any mechanic's and Materialmen's lien recorded subsequent to the recordation date of the foreclosed mortgage, including the following lien:

1. Lien in favor of Moore-Handley, Inc. filed January 3, 1980, in Mechanic Lien Book 4 Page 443 in amount of $3,179.11.

These rights of redemption exists for a period of one year from the date of foreclosure, which was the 10th day of December, 1979, as evidenced by foreclosure deed to the Bank of the Southeast, Birmingham, Alabama, recorded in Deed Book 323 Page 781 in Probate Office.

8. Subject to agreement to Claude Williams and wife, Ann Young Quan, and May Quan, dated October 17, 1960, recorded in Deed Book 212, page 44, in said Probate Office.

9. Deed to State of Alabama dated November 3, 1960, recorded in Deed Book 320, page 10, in said Probate Office.

This is a purchase money mortgage. For the cash consideration recited in the deed executed contemporaneously herewith, Mortgagee agrees to release from the lien of this mortgage fifteen (15) acres of the above described real estate to be selected by the Mortgagors in

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accordance with a legal description prepared at the expense of Mortgagors by a registered engineer or surveyor, together with a copy of the survey of the portion to be released and the location of such property to be released on a copy of the survey of the entire property as above described; and thereafter upon the payment of Three Thousand & no/100 ($3,000.00) Dollars per acre by Mortgagors to Mortgagee, which shall be credited as a principal payment on said mortgage, the Mortgagee shall release additional acreage selected by the Mortgagors adjacent to and contiguous with other acreage previously released from the lien of this mortgage in accordance with a description of the property to be released prepared at the expense of the Mortgagors by a registered engineer or surveyor, together with a copy of the survey of the portion to be released and the location of such property to be released on a copy of the survey of the entire property as above described.

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Together with all the rights, privileges, tenements and appurtenances thereto belonging and in any wise appertaining, and all improvements there on including screened windows and doors, venetian blinds, gas, steam, electric and all other heating, lighting, refrigeration and cooking apparatus, elevators, ice boxes, plumbing and other appliance and equipment appertaining to the said premises, all of which shall be deemed realty and conveyed by this mortgage; and said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

TO HAVE AND TO HOLD THE SAID PREMISES, and every part thereof unto the Mortgagee, its successors and assigns forever. And the Mortgagors covenant with the Mortgagee that the Mortgagors are lawfully seized in fee simple of said premises and have a good right to sell and convey the same as aforesaid; that the said premises are free of all incumbrances and the Mortgagors will warrant and forever defend the title to same unto the Mortgagee, its successors and assigns against the lawful claims of all persons whomsoever; and for the purpose of further securing the

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payment of said indebtedness and debt as above defined and referred to, the Mortgagors agree to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the Mortgagee may at Mortgagee's option pay off the same; and to further secure said debt and indebtedness as above defined and referred to the Mortgagors agree to keep the improvements on said real estate insured against loss or damage by fire or 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 the Mortgagors fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee may at the option of Mortgagee insure said property for the fair and reasonable insurable value thereof for Mortgagee's own benefit, the policy if collected, to be credited on said debt or indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall be a debt to said Mortgagee, additional to the debt or indebtedness as above defined and referred to hereby 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 Mortgagors pay said indebtedness, and any renewals or extensions thereof and reimburse said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments or insurance, and interest thereon, then the conveyance to be null and void; but should default be made in the paymentof any sum expended by said Mortgagee, or should said debt or indebtedness as herein defined and referred to 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 indebtedness or debt

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hereby secured, then in any one of said events, the whole of said indebtedness or debt as herein defined and referred to, hereby secured shall at once become due and payable, and this mortgage shall 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 enmasse 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 debt or indebtedness as defined and referred to herein 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 Mortgagors and Mortgagors further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and Mortgagors further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in a court of competent jurisdiction, should the same be so foreclosed, said fee to be part of the debt hereby secured.

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IN WITNESS WHEREOF the undersigned Harold R. Walker and wife, Frances J. Walker, have hereunto set their signatures and seals, this 30th day of September, 1980.

Harold R. Walker (SEAL)
Harold R. Walker

Frances J. Walker (SEAL)
Frances J. Walker

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STATE OF ALABAMA)

JEFFERSON COUNTY)

I, ROBERT R SEXTON, a Notary Public in and for said County, in said State, hereby certify that Harold R. Walker and wife, Frances J. Walker, 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of September, 1980.

Notary Public
My commission expires:

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1980 OCT -2 AM 9:07
JUDGE OF PROBATE

Mtg Tax - 375.00
Rec. 10.50
Ind. 1.00
386.50