3006

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Shelby Cnty Judge of Probate,AL
10/29/1980 12:00:00AM FILED/CERT

(this document executed for curative purposes)

PLEDGE NOT TO ENCUMBER

An undivided one-half interest in the hereinafter described property, The SE¼ of the NE¼ of Section 34, and the NW¼ of the NW¼ of Section 35, Township 20 South, Range 4 West, Shelby County, Alabama, LESS AND EXCEPT Highway right of way and Mineral and Mining Rights.

In consideration of that certain loan of October 16th, 1980, made by Central State Bank, Calera, Alabama, to Blackerby Auto Parts, Inc., Pelham Auto Parts, Inc. and Riverchase Auto Parts, Inc., in the sum of ONE HUNDRED FIFTY-THREE THOUSAND, FIVE HUNDRED AND NO/100 ($153,500.00) DOLLARS, and the execution of that certain Guaranty Agreement on October 16th, 1980, by the undersigned as an inducement to the Central State Bank, Calera, Alabama, to make said loan, the said undersigned agree for themselves, their heirs, successors, executors, administrators, and assigns, and do hereby covenant and promise not to encumber their undivided interest in the above described realty, as their interest appears in that certain deed recorded in Deed Book 326, page 511, in the Office of the Judge of Probate of Shelby County, Alabama, in any manner whatsoever, nor bargain, sell, grant, and convey their said undivided interest in said property in any manner whatsoever, without first obtaining the written consent of said Bank and satisfying all conditions as may be required by said Bank.

IN WITNESS WHEREOF, the said Edward E. Blackerby and wife, Joyce J. Blackerby, hereunto set their hands and seals on this day and date first above written.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
1980 OCT 29 PM 12: 26

Edward E. Blackerby
Edward E. Blackerby

Joyce J. Blackerby
Joyce J. Blackerby

STATE OF ALABAMA)
SHELBY COUNTY)

Rec. 1.50
Ind. 1.00
2.50

I, the undersigned authority, in and for said County, in said State, hereby certify that Edward E. Blackerby and wife, Joyce J. Blackerby, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this date, that, being informed of the contents of the instrument, they executed the same voluntarily on the date the same bears date.

Given under my hand and official seal this 16th day of October, 1980.

James E. Cutler
Notary Public

Return to WEH+F

BOOK 407 PAGE 244

See Partial Release Misc Book 46 page 874 (9-23-82)
" " " " " 50 page 622 (5-13-83)
" " " " " 55 page 100 (2-14-84)

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STATE OF ALABAMA
Shelby COUNTY

Know all men by these presents: That whereas, the undersigned,

Louis A. Noto a single man (herein called debtor) justly indebted to Bank of West Blocton, West Blocton, Alabama a corporation (herein called mortgagee) in the sum of

Fifteen Thousand Nine Hundred Fifty- One and no/100.- - - --- DOLLARS

for money loaned, receipt of which sum is hereby acknowledged, which sum bears interest from 10-15-80 at 16.00 per cent per annum, interest payable as here in after provided, said principal and interest being evidenced by waiver promissory note of debtors, due and payable at Bank of West Blocton as follows:

60 installments at 265.85 beginning Decemberl, 1980 until paid in full.

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And whereas, it was agreed at the time said debt was incurred that said note should be given and secured in prompt payment at maturity respectively by this instrument, now, therefore, in consideration of the premises and one dollar paid to the undersigned on the delivery of this instrument, and in further consideration of said indebtedness, and in order to secure the prompt payment of the same, as it respectively matures and the prompt payment of any and all other debts debtor may now owe or hereafter owe mortgagee before the principal debt has been paid, and to secure the faithful performance of all promises and agreements herein made, (herein called mortgagor), do hereby grant, bargain, sell and convey to Bank of West Blocton, West Blocton, Alabama, a corporation, (herein called mortgagee) successors and assigns, the following described real estate in Shelby County, Alabama to-wit:

See attached description.

This mortgage paid in full and satisfied this the 30 day of June 1981
Bank of West Blocton
BY Thomas A. Snowden, Jr.
SEE P/A FILED VOL 41 P 251 ATTY. IN FACT

This is a Second Mortgage. Second and Subordinate to Gordon Cleage and Von Dell Cleage, Montevallo, Alabama

Bank of West Blocton
P.O. BOX 188 • WEST BLOCTON, ALABAMA 35184
Cahawba Branch Bank
P.O. BOX TREVILLE, ALABAMA 35042

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all of which property is hereby warranted to belong to mortgagors in fee simple and is also warranted free from all incumbrance and against any adverse claims, except this mortgage.

Together with, all and singular, the tenements, hereditaments and appurtenances and rents, issues and profits thereon. To have and to hold, the above granted premises unto mortgagee, successors and assigns forever. Now, therefore, for the purpose of further securing the payment of all of said indebtedness debtor___ do___ hereby agree to pay and discharge, when due, all liens and other charges against said property and all taxes or assessments of any and all kind when imposed legally upon said property, and if debtor___fail___ to pay and discharge, when due, all such liens and charges and said taxes and assessments, then mortgagee___may at___its___option pay the same, and all amounts so expended by mortgagee together with all sums expended by mortgagee in protection of security hereof, or enforcing any rights accruing hereunder, shall become a debt of debtor___ to mortgagee___due forthwith, and shall be covered and secured by this mortgage and bear interest from date of payment by mortgagee.

Upon condition, however, that if debtor___shall faithfully keep and perform each of the promises and agreements herein made and shall pay said note___promptly at maturity respectively, and pay all other debts which debtor now owes or may incur to mortgagee before the principal debt has been paid, at maturity, then this conveyance to be null and void; but should default be made in the payment of any sum lawfully expended hereunder by mortgagee___or should any debt hereby secured, remain unpaid, as and when the same matures, or should default be made in any other agreement contained in this instrument, then in any one of said events, mortgagee___shall have the right then and at any time thereafter during any default hereunder to declare the whole of the indebtedness hereby secured to be immediately due and payable, and foreclose this mortgage, sell said property and execute title to the purchaser, selling same in parcels or as a whole as mortgagee may see fit. Sale hereunder shall be made in front of the Court House of Shelby County, Alabama, at public outcry to the highest bidder for cash, after giving notice of the time, place and terms of sale, together with a description of the property to be sold, by publication once a week for three successive weeks in some newspaper published in Shelby County, Alabama or by proceedings in court, as mortgagee or assigns may elect.

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The proceeds of sale, whether such sale is made under power of sale herein given or by order of court, shall be applied as follows: First, all lawful costs and expenses of suit, foreclosure, sale and conveying, including such reasonable attorney's fees therefor and for collection of indebtedness hereby secured as may be incurred; Second, to the payment of any amounts that may have been expended by mortgagee___in paying insurance, assessments, taxes and other incumbrances, with interest thereon; Third, to the payment of the principal indebtedness hereby secured, together with the then earned interest thereon; and Fourth, to the payment of all other lawful debts hereby secured, the balance, if any, to be turned over to mortgagors or assigns.

Mortgagee, successors or assigns, or any of them, may at any sale hereunder or at any sale made under order of decree of Court, bid for and purchase said property the same as a stranger to this instrument, and mortgagee_____ or assigns or the attorney or auctioneer making the sale or any agent or representative of mortgagee___or assigns is hereby authorized to execute title to the purchaser. Debtor___do___further agree to pay such reasonable attorney's fees as may be incurred by mortgagee___, or successors or assigns, for the foreclosure of this mortgage, whether under the power of sale herein or by suit, all such fees to be a part of the debt hereby secured, whether incurred under the power of sale herein contained or in court proceedings.

Any mortgages or liens now held or owned by mortgagee—on said property as security for any part of the debt hereby secured are reserved in full force for the payment of same in addition to this mortgage.

This mortgage shall also secure any renewal or renewals, extension or extensions of the debt or any unpaid portion of the same hereby secured, notwithstanding the same may, from time to time, be extended or evidenced by other notes given by debtor___, ___His___heirs or assigns and accepted by mortgagee___, or assigns, and whether such renewals be secured by additional mortgage or security or not, so long as said notes evidence the same debt or any portion of the same hereby secured. It is further agreed that no defect or irregularity in any sale hereunder or in the notice of such sale shall in any way affect or impair such sale or notice, but to the contrary, all such defects and irregularities are hereby waived. It is further agreed that the taking of additional security shall not affect or impair this mortgage or its lien.

If default is made hereunder and said note or notes, principal or interest, or any one or more of them placed in the hands of any attorney for collection, the debtor___agree___ to pay all such reasonable attorney's fees as may be incurred in the collection, whether same be made by suit, foreclosure, or otherwise, and such fees shall become a part of the debt hereby secured.

As against debts hereby secured debtor___ waive all rights of exemption as to personal property under the Constitutions and Laws of Alabama and every other state.

Failure to pay any sum, debt, installment, or note secured hereby promptly when due shall, at the option of mortgagee___, and upon written declaration of such default, render all sums, installments and notes then unpaid, whether due or not, due and payable forthwith and immediately and suit may be filed or foreclosure had as to the full amount and as to all sums secured by this mortgage.

It is further agreed by the parties hereto that debtor___ will, during the time this mortgage remains unsatisfied keep the buildings on said property insured in some standard insurance company against all damages by fire and extended coverage for the benefit of mortgagee as mortgagee's interest may appear, in the amount required by mortgagee, to be shown by a New York Standard Mortgage clause attached to said policies, which shall be delivered to mortgagee___, and debtor___ will promptly pay all premiums becoming due on same. And it is further agreed that if debtor herein fails to pay said insurance premiums due on said policies, then mortgagee herein is hereby given the right to pay said premiums, and such sums so paid by mortgagee herein are to become an additional indebtedness secured by this mortgage, such insurance policies to be left with mortgagee, otherwise mortgagee may take out such insurance at the cost of undersigned and premiums therefor shall be debt secured hereby. Undersigned hereby covenant to defend the title and possession of the above property against all claims and demands of all persons whomsoever and further agree to pay all expenses incurred in defending or protecting, or attempting to protect or defend the possession or title to the property herein mortgaged, including all reasonable attorney's fees, and all such expenses and attorneys' fees are, and are to be, a part of the indebtedness hereby secured.

Mortgagor covenants and warrants with and to Mortgagee___, successors and assigns that mortgagor is or are the owners in fee simple of the property herein described, that said property is free from all mortgages, liens or other encumbrances, that mortgagor has the right to execute this mortgage and convey this property according to the terms of this mortgage, and that mortgagor will, in case of foreclosure, forever protect and defend mortgagee___, successors and assigns, in the quiet and peaceful possession of the property herein conveyed and that mortgagor will forever protect

LEGAL DESCRIPTION:

Part of the SW 1/4 of NE 1/4, Section 23, Township 21 South, Range 3 West, Shelby County, Alabama, said part being more particularly described as follows: Begin at the southeast Corner of Lot 6, Block 8, of the proposed subdivision to be called Green Valley 4th Sector, a map of which is attached hereto; thence south along the southerly extension of the east line of said Lot 6 for a distance of 350 feet,more or less, to a point on the south line of said SW 1/4 of NE 1/4, which is approximately 472 feet east of the southwest corner of said 1/4-1/4 section; thence east along said south line for a distance of 60 feet; thence north along a line parallel with the first described line for a distance of 350 feet, more or less, to the southwest corner of Lot 5, Block 7, in said proposed Green Valley 4th Sector; thence west for a distance of 60 feet to the point of beginning, all as shown on the attached map.

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1. N 1/2 of NW 1/4 of SE 1/4 of Section 23, Township 21, Range 3 West. PARCEL 2: that certain tract of land situated in the NE 1/4 of the SW 1/4 of Section 23, Township 21, Range 3 West, described as follows: Begin at the NE corner of the SW 1/4 of said Section 23, and run thence south 550 feet; run thence in a westerly direction 790 feet to the Montevallo and Ashville Public Road; thence in a northerly direction and along the east right of way line of said Montevallo and Ashville Public Road a distance of 975 feet to the north line of the SW 1/4 of said Section23; run thence east along the north line of the SW 1/4 of said Section 23 to the point of beginning; LESS AND EXCEPT that part thereof, as described in the deed of correction to John Nix and Sallie Lucille Nix, dated October 6, 1958, and recorded in the Probate Office of Shelby County, Alabama, in vol. 196 of deeds, page 87, which said exception is particularly described as follows, to-wit: Beginning at the NE corner of the SW 1/4 of said Section 23, and run thence south 47°54' west 730 feet to the point of beginning of said exception; thence south 22° 52' east 249.3 feet; thence south 67°27' west 278.6 feet to the easterly right of way of the Montevallo and Ashville Public Road; thence north 28° west along the easterly right of way of said road 235 feet to a point; and thence north 64°30' east 300 feet to the point of beginning. PARCEL 3: All that part of the SE 1/4 of the NW 1/4 of Section 23, Township 21, Range 3 West, which lies east of the Montevallo and Ashville Public Road, less and except a strip 70 yards wide off of the north side of the said SE 1/4 of NW 1/4 of said Section 23: and LESS AND EXCEPT the following described parcel: Part of the SE 1/4 of NW 1/4 of Section 23, Township 21 South, Range 3 West, Shelby County , Alabama, being more particularly described as follows: Beginning at the northeast corner of said 1/4-1/4 section which is the northwest corner of Lot 4, Block 4, Green Valley 4th Sector, as recorded in the Office of the Judge of Probate Shelby County, Alabama, in map book 7, page 10, run in a southerly direction along the east line of said 1/4-1/4 section which is the west line of said Green Valley 4th Sector for a distance of 954.48 feet (which is 129.48 feet south of the northwest corner of Lot 10, Block 4, of said Green Valley 4th Sector), thence turn an angle to the right of 93°-10'-55" and run in a westerly direction for a distance of 783.04 feet, thence turn an angle to the right of 78°-11'04" and run in a northwesterly direction for a distance of 72.76 feet, thence turn an angle to the left of 79°-05'-53" and run in a westerly direction for a distance of 401.31 feet to a point on the east right-of-way line of Alabama Highway #119, thence turn an angle to the right of 80°-19'-16"and run in a northwesterly direction along said east right-of-way line for a distance of 640.35 feet, more or less, to the southwest corner of the Sarris Property as established on a survey by William Egan in July, 1977, thence turn an angle to the right of 100°-34'-05" and run in an easterly direction along the south line of the Sarris Property as shown on said survey by William Egan for a distance of 962.65 feet, thence turn an angle to the left of 93°-09'-27" and run in a northerly direction for a distance of 250.95 feet, thence turn an angle to the right of 91°-46'-02" and run in an easterly direction for a distance of 315.00 feet, more or less, to the point of beginning, containing 20.87 acres, more or less.

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distance ___375 feet to the north line of the SW 1/4 of said section23; run thence east along the north line of the SW 1/4 of said Section 23 to the point of beginning; LESS AND EXCEPT that part thereof, as described in the deed of correction to John Nix and Sallie Lucille Nix, dated October 6, 1958, and recorded in the Probate Office of Shelby County, Alabama, in vol. 196 of deeds, page 87, which said exception is particularly described as follows, to-wit: Beginning at the NE corner of the SW 1/4 of said Section 23, and run thence south 47°54' west 730 feet to the point of beginning of said exception; thence south 22° 52' east 249.3 feet; thence south 67°27' west 278.6 feet to the easterly right of way of the Montevallo and Ashville Public Road; thence north 28° west along the easterly right of way of said road 235 feet to a point; and thence north 64°30' east 300 feet to the point of beginning. PARCEL 3: All that part of the SE 1/4 of the NW 1/4 of Section 23, Township 21, Range 3 West, which lies east of the Montevallo and Ashville Public Road, less and except a strip 70 yards wide off of the north side of the said SE 1/4 of NW 1/4 of said Section 23: and LESS AND EXCEPT the following described parcel: Part of the SE 1/4 of NW 1/4 of Section 23, Township 21 South, Range 3 West, Shelby County , Alabama, being more particularly described as follows: Beginning at the northeast corner of said 1/4-1/4 section which is the northwest corner of Lot 4, Block 4, Green Valley 4th Sector, as recorded in the Office of the Judge of Probate Shelby County, Alabama, in map book 7, page 10, run in a southerly direction along the east line of said 1/4-1/4 section which is the west line of said Green Valley 4th Sector for a distance of 954.48 feet (which is 129.48 feet south of the northwest corner of Lot 10, Block 4, of said Green Valley 4th Sector), thence turn an angle to the right of 93°-10'-55" and run in a westerly direction for a distance of 783.04 feet, thence turn an angle to the right of 78°-11'04" and run in a northwesterly direction for a distance of 72.76 feet, thence turn an angle to the left of 79°-05'-53" and run in a westerly direction for a distance of 401.31 feet to a point on the east right-of-way line of Alabama Highway #119, thence turn an angle to the right of 80°-19'-16"and run in a northwesterly direction along said east right-of-way line for a distance of 640.35 feet, more or less, to the southwest corner of the Sarris Property as established on a survey by William Egan in July, 1977, thence turn an angle to the right of 100°-34'-05" and run in an easterly direction along the south line of the Sarris Property as shown on said survey by William Egan for a distance of 962.65 feet, thence turn an angle to the left of 93°-09'-27" and run in a northerly direction for a distance of 250.95 feet, thence turn an angle to the right of 91°-46'-02" and run in an easterly direction for a distance of 315.00 feet, more or less, to the point of beginning, containing 20.87 acres, more or less.

Also less and except a portion of the SE 1/4 of the NW1/4 of Section 23, T-21-S, R-3-W, more particularly described as follows:
Begin at the N.W. corner of the SE 1/4 of the NW 1/4 of Section 23, T-21-S, R-3-W and run southerly along the west side of the said quarter-quarter for 210.00 feet to the point of beginning. Then continue southerly along the said quarter-quarter line for 16.25 feet., then turn an angle of 86°47'36" to the left and run easterly for 54.66 feet to a fence corner on the east side of State Highway No. 119, then continue easterly along a fence (agreed property boundary) for 962.95 feet, then turn an angle of 93°09'27" to the left and run northerly for 40.95 feet, then turn an angle of 88°13'58" to the left and run westerly for 1016.57 ft. back to the point of beginning.

1596 Montgomery Hwy.
Birm, Al 35216

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Subject to all easements and restrictions of record and to current zoning ordinances and regulations. Subject also to current year ad valorem taxes which the Grantee herein hereby assumes and promises and agrees to pay.

As part and parcel of the consideration for this conveyance the Grantee herein is executing simultaneously herewith to the Grantor herein a purchase-money mortgage in the amount of $94,000.00, together with interest, to secure the balance due on the purchase price of the above described realty.

All minerals and mining rights are excepted from this conveyance of the above described realty.

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Bank of West Blocton

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BANK OF WEST BLOCTON
WEST BLOCTON, ALABAMA

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Witness hand and seal on this the 15 day of October, 19 80

Witnesses

x Louis A. Noto (L. S.)

(L. S.)

(L. S.)

(L. S.)

STATE OF ALABAMA, Bibb COUNTY.

I, Peggy V. Thrasher, a Notary Public in and for said County and State, do hereby certify that Louis A. Noto

whose name 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, has executed the same voluntarily on the day the same bears date.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the 15th day of Oct., 19 80.

Peggy V. Thrasher

Notary Public in and for BIBB - State At Large County, Alabama

My commission expires 5-20-84

NOTARY

STATE OF ALABAMA, COUNTY.

I, a Notary Public in and for said County and State, do hereby certify that

whose name signed to the foregoing conveyance, and who 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. And I do hereby certify that on the day of, 19, came before me the within named

known to me to be the wife of the within named who, being examined separate and apart from the husband, touching her signature to the within conveyance, acknowledged that she signed the same of her own free will and accord and without fear, constraints, or threats on the part of the husband.

IN WITNESS WHEREOF, I hereunto set my hand and official seal on this the day of, 19.

Notary Public in and for County, Alabama