

The State of Alabama,

SHELBY

429

Central State Bank
Jamie E. Calera
County

This Deed of Mortgage, made and entered on this, the 3rd day of December, 1980,
between Tommy Davis and wife, Patricia Ann Davis

the party of the first part, and Central State Bank, Calera, Alabama

, party of the second part,

WITNESSETH, That the party of the first part, being indebted to the party of the second part in the
sum of TWENTY THOUSAND NINE HUNDRED NINETY TWO AND 32/100 (\$20,992.32) DOLLARS,
due by one (1) promissory note of this date, due and payable in one payment of
\$20,992.32, being due and payable on March 2, 1981.



19801210000140500 Pg 1/4 .00
Shelby Cnty Judge of Probate, AL
12/10/1980 00:00:00 FILED/CERTIFIED

When due and any and every extension or renewal thereof,
and being desirous of securing payment of the same, in consideration thereof, have granted, bargained,
sold, and conveyed and by these presents do grant, bargain, sell and convey to the said party of
the second part the real estate property hereinafter described — that is to say, situated in the
County of Shelby in the State of Alabama, and more particularly known as

SEE ATTACHED EXHIBIT "A"

--Exhibit "A" which is made a part hereof as fully as if set out herein.

See Release/Release Book H1 page 206 (6-29-81)
BOOK 408 PAGE 340

This conveyance is intended to and does secure the payment of any extension or renewal of said indebtedness, and also any and all other indebtedness of the party of the first part to the party of the second part in existence at the time of the execution of this conveyance or contracted after the date of the execution of this conveyance and before the payment of the specific indebtedness hereinabove recited.

It is understood and agreed by and between the parties hereto that should the party of the second part make any further advances to the party of the first part, or should the party of the first part be or become indebted to the party of the second part in any amount over and above the amount herein mentioned, this conveyance shall stand as security therefor as fully and completely as if named and included herein and the property herein described may be sold in the event of default in the payment of such advance or indebtedness just as if said further advances or indebtednesses had been a part of the principal sum herein secured.

To Have and to Hold to the said party of the second part, its heirs and assigns, forever. But this Deed is intended to operate as a Mortgage, and is subject to the following conditions: that is to say, if the party of the first part shall pay and satisfy the debt above described at the time or before the same falls due, then this conveyance shall be null and of no effect; but on default of the payment of any installment of the indebtedness secured hereby, all of the indebtedness shall become due and payable, then the said party of the second part, its heirs or assigns, may take the above-described property into possession, and having or not having the same in possession, may sell the same to the highest bidder, at public auction at Shelby County, Alabama, for cash, having advertised such sale in some newspaper published in said County by two weekly insertions, or by posting at three public places in said County for not less than twenty days at the option of the mortgagee, and execute titles to the purchaser at said sale, and shall apply the proceeds to the payment of expenses incident to said sale, including all costs of collection, taking possession of and caring for said property, and all attorney's fees, and the payment in full of said demand hereby secured, and pay over the remainder, if any to said party of the first part. And it is further agreed that the mortgagee may buy the above described property at said sale, and the auctioneer crying the same may execute titles to the purchaser. It is further agreed that party of the first part shall insure the buildings on said property in some good and responsible fire insurance company for a sum equal to the indebtedness hereby secured, not to be more than three-fourths of the value of said buildings, with loss, if any, payable to the party of the second part as its interest may appear. And said party of the first part agrees to regularly assess said property and pay all taxes on the same which may become due on said property during the pendency of this mortgage.

It is further agreed that if the said party of the first part shall fail to assess said property and pay taxes on same, or to insure said buildings, then the said party of the second part may pay the same and take out said insurance, and this conveyance shall stand as security for the same.

We further certify that the above property has no prior lien or encumbrance thereon.

Witness our hands and seals, the day and year above written.

Signed, Sealed and delivered in the presence of

x *James Davis* (L. S.)
x *Patricia Ann Davis* (L. S.)

(L. S.)

The State of Alabama, _____ SHELBY _____ County

I, _____ the undersigned authority _____, in and for said County
hereby certify that _____ Tommy Davis and wife, Patricia Ann Davis _____

whose names _____ assigned to the foregoing conveyance, and who are _____ known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they _____ executed the same voluntarily on the day the same bears date.

Given under my hand, this _____ 3rd _____ day of _____ December _____ 1980 _____

Janice E. Culver
Notary Public, State of Alabama at Large
My Commission Expires _____ 12/31/1992 _____
Bonded by Western Surety Company _____

The State of Alabama, _____ County

I, _____, in and for said County
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 Deed of Mortgage, acknowledged that she signed the same of her own free will and accord, and without fear, constraint, or threats on the part of her husband.

In Witness Whereof, I have hereunto set my hand, this _____ day of _____, A.D., 19 _____

Commence at the Southeast corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 23, Township 20 South, Range 1 East; thence proceed North 0 deg. (magnetic bearing) along the East boundary line of said quarter-quarter section for a distance of 336.36 feet to a point, being the point of beginning of the parcel of land herein described; thence proceed in the same direction for an additional 375.00 feet to a point; thence turn an angle of 95 deg. 29 min. to the left and proceed South 84 deg. 31 min. West (mb) for a distance of 580.80 feet to a point; thence turn an angle of 84 deg. 31 min. to the left and proceed South 0 deg. (mb) for a distance of 375.00 feet to a point; thence turn an angle of 95 deg. 29 min. to the left and proceed North 84 deg. 31 min. East (mb) for a distance of 580.80 feet to the point of beginning. Said parcel of land is lying in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 23, Township 20 South, Range 1 East, and contains 5.0 acres.

ALSO, an easement for ingress and egress over and across the following described parcel: Commence at the Southeast corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 23, Township 20 South, Range 1 East; thence proceed North 0 deg. (mb) along the East boundary line of said quarter-quarter section for a distance of 336.36 feet to a point; thence turn an angle of 95 deg. 29 min. to the left and proceed South 84 deg. 31 min. West (mb) for a distance of 580.80 feet to a point; thence turn an angle of 95 deg. 29 min. to the right and proceed North 0 deg. (mb) for a distance of 240.34 feet to a point, being the point of beginning of a 25-foot easement with the centerline of said easement being further described as follows: thence turn an angle of 77 deg. 05 min. to the left and proceed North 77 deg. 05 min. West (mb) for a distance of 64.8 feet to a point; thence turn an angle of 38 deg. 58 min. to the left and proceed South 63 deg. 57 min. West (mb) for a distance of 261.58 feet to a point; thence turn an angle of 43 deg. 27 min. 22 sec. to the right and proceed North 72 deg. 35 min. 38 sec. West (mb) for a distance of 217.86 feet to a point, being a point on the East side of an unpaved drive; thence turn an angle of 74 deg. 31 min. 22 sec. to the left and proceed South 32 deg. 53 min. West (mb) for a distance of 199.64 feet to a point; thence turn an angle of 22 deg. 11 min. to the right and proceed South 55 deg. 04 min. West (mb) for a distance of 190.76 feet to the point of intersection with the West boundary line of said NW $\frac{1}{4}$ of said SE $\frac{1}{4}$ of said Section 23, Township 20 South, Range 1 East, being a property line between Adron W. Dorrough and Walton N. Dorrough, and being the end of above described easement.

ALSO an easement to provide ingress and egress over and across the following described parcel:

Commence at the Southeast corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 23, Township 20 South, Range 1 East; thence proceed North 0 deg. (mb) along the East boundary line of said quarter-quarter section for a distance of 336.36 feet to a point; thence turn an angle of 95 deg. 29 min. to the left and proceed South 84 deg. 31 min. West (mb) for a distance of 580.80 feet to a point; thence turn an angle of 95 deg. 29 min. to the right and proceed North 0 deg. (mb) for a distance of 240.34 feet to a point; thence turn an angle of 77 deg. 05 min. to the left and proceed North 77 deg. 05 min. West (mb) for a distance of 64.8 feet to a point; thence turn an angle of 38 deg. 58 min. to the left and proceed South 63 deg. 57 min. West (mb) for a distance of 261.58 feet to a point; thence turn an angle of 43 deg. 27 min. 22 sec. to the right and proceed North 72 deg. 35 min. 38 sec. West (mb) for a distance of 217.86 feet to a point; thence turn an angle of 74 deg. 31 min. 22 sec. to the left and proceed South 32 deg. 53 min. West (mb) for a distance of 199.64 feet to a point; thence turn an angle of 22 deg. 11 min. to the right and proceed South 55 deg. 04 min. West (mb) for a distance of 190.76 feet to the point of intersection with the west boundary of said quarter-quarter section and also being the point of beginning of a 25-foot easement with the centerline of said easement being further described as follows: thence continue along the same magnetic bearing for a distance of 63.95 feet to a point; thence turn an angle of 20 deg. 52 min. 30 sec. to the right and proceed South 75 deg. 56 min. 30 sec. West (mb) for a distance of 167.60 feet to a point, being a point on the centerline of an unpaved road; thence turn an angle of 102 deg. 50 min. to the left and proceed South 26 deg. 53 min. 30 sec. East (mb) for a distance of 61.7 feet to the point of intersection with the North right-of-way line of County Highway No. 61, being the end of the above described easement. The easement described herein lies in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 23, Township 20 South, Range 1 East.

STATE OF ALA. SHELBY CO.

I CERTIFY THIS

1980 DEC 10 AM 9:13

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mtg 31.50

Rice 6.00

Ind. 1.00

38.50