



19801218000144060 Pg 1/3 .00  
Shelby Cnty Judge of Probate, AL  
12/18/1980 00:00:00 FILED/CERTIFIED

THE STATE OF ALABAMA,  
Shelby County.

This Deed of Mortgage, made and entered into on this, the 4th day of December, 19 80  
between Floyd E. Hatcher and wife, Judith D. Hatcher and Luther Eugene Hatcher,  
a single man

the party of the first part, and First National Bank of Columbiana, Columbiana, Ala., 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 \$216,434.00  
Two hundred sixteen thousand four hundred thirty-four and no/100-----DOLLARS,  
due by One promissory note(s) of this date together with interest from date as set  
out in said note.

and being desirous of securing the payment of the same, and in consideration thereof, ha ve granted, bargained, sold and  
conveyed and by these presents do grant, bargain, sell and convey to the said party of the second part the property  
hereinafter described -- that is to say, situated in the County of Shelby, in the State of Alabama, and  
more particularly known as

PARCEL I.

A part of the SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 4, and a part of SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 5,  
Township 20 South, Range 1 East more particularly described as follows:  
Begin at the Northwest corner of SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of said Section 5 and run thence  
in a Southerly direction along the Western boundary of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section a  
distance of 208.8 feet to a point; thence turn to the left and run South  
89 degrees 45 minutes East parallel with the Northern boundary of said  $\frac{1}{4}$ - $\frac{1}{4}$   
Section a distance of 1311.1 feet, more or less, to a point on the Eastern  
boundary of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section; thence continue in the same direction parallel  
with the Northern boundary of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 4 to a point on the  
Westerly right-of-way line of Shelby County Highway No. 55; thence turn to  
the left and run along the right-of-way of said highway in a Northerly  
direction or Northeasterly direction to a point where said right-of-way  
line intersects the Northern boundary of SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of said Section 4;  
thence turn to the left and run 95 feet, more or less, to the Northeast  
corner of the SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of said Section 5; thence continue Westerly along  
the Northern boundary of SE $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 5, a distance of 1311.1  
feet, more or less, to the point of beginning.

ALSO: A tract of land located in the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 5, and the  
SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 4, Township 20 South, Range 1 East, Shelby County,  
Alabama, and being more particularly described as commencing at the NW corner  
of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 5; Thence South 0 degrees 36 minutes  
East along the West line of said forty, 208.8 feet to the point of beginning;  
thence from the place of beginning South 89 degrees 45 minutes East and  
parallel to the North line of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 5, 1360.7  
feet to the West right-of-way line of Shelby County Highway No. 55; thence  
along the West right-of-way line of said highway and around a curve to the  
right the chord bearing and distance of South 10 degrees 42 minutes West  
106.14 feet; thence North 89 degrees 45 minutes West and parallel to the North  
line of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 5, 1339.9 feet to the West line  
of said forty; thence North 0 degrees 36 minutes West along the West line  
of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 5, 104.4 feet to the place of beginning  
and containing 3.23 acres, more or less. (Bearings are magnetic.)

LESS AND EXCEPT that certain parcel of land from Luther Eugene Hatcher, a  
single man, to Naomi Ruth Lynn dated November 16, 1979, and recorded in  
Deed Book 324, Page 250, in the Probate Office of Shelby County, Alabama,  
being more particularly described as follows:

A lot or parcel of land located in the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 5, Township  
20 South, Range 1 East, Shelby County, Alabama, and being more particularly  
described as commencing at the Northeast corner of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of  
said Section 5; thence North 89 degrees 45 minutes West along the North line  
of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section 471.0 feet to the place of beginning; thence from the  
place of beginning South 0 degrees 36 minutes East and parallel to the West  
line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section 313.2 feet; thence North 89 degrees 45 minutes West  
and parallel to the North line of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 5,  
208.75 feet; thence North 0 degrees 36 minutes West and parallel to the West  
line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section 313.2 feet to the North line of the SE $\frac{1}{4}$  of the SE $\frac{1}{4}$   
of said Section 5; thence South 89 degrees 45 minutes East along the North  
line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section 208.75 feet to the place of beginning and containing  
1.5 acres, more or less. (Bearings are magnetic.)

CONTINUED ON EXHIBIT A

Cajalaba Valley Branch  
First National Bank of Columbiana  
Shelby County, Alabama



TO HAVE AND TO HOLD to the said party of the second part, its successors and assigns, forever. But this Deed is intended to operate as a Mortgage and is subject to the following condition -- that is to say, if the party of the first part shall pay and satisfy the debt above described and any other indebtedness to the owner or holder hereof as described on page 1 of this mortgage 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 or the interest thereon secured hereby, all of the indebtedness shall become due and payable, then the said party of the second part, its successors, 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 Columbiana, Alabama, for cash, having advertised such sale in some newspaper published in said County by three 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 the 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 the said demand hereby secured, and pay over the remainder, if any, to the 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 the 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, with loss, if any, payable to the party of the second part as their 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 at security for the same.

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

Witness our hand S and Seal S, the day and year above written.

CAUTION: READ THOROUGHLY BEFORE YOU SIGN THIS INSTRUMENT.

Signed, Sealed, and Delivered in the Presence of  
I Hereby acknowledge receipt of a copy  
of this instrument

Floyd E. Hatcher

Judith D. Hatcher

Luther E. Hatcher ( Being one in the)  
( same as Luther Eugene Hatcher )

Floyd E. Hatcher (L. S.)

Judith D. Hatcher (L. S.)

Luther E. Hatcher (L. S.)

THE STATE OF ALABAMA  
Shelby County.

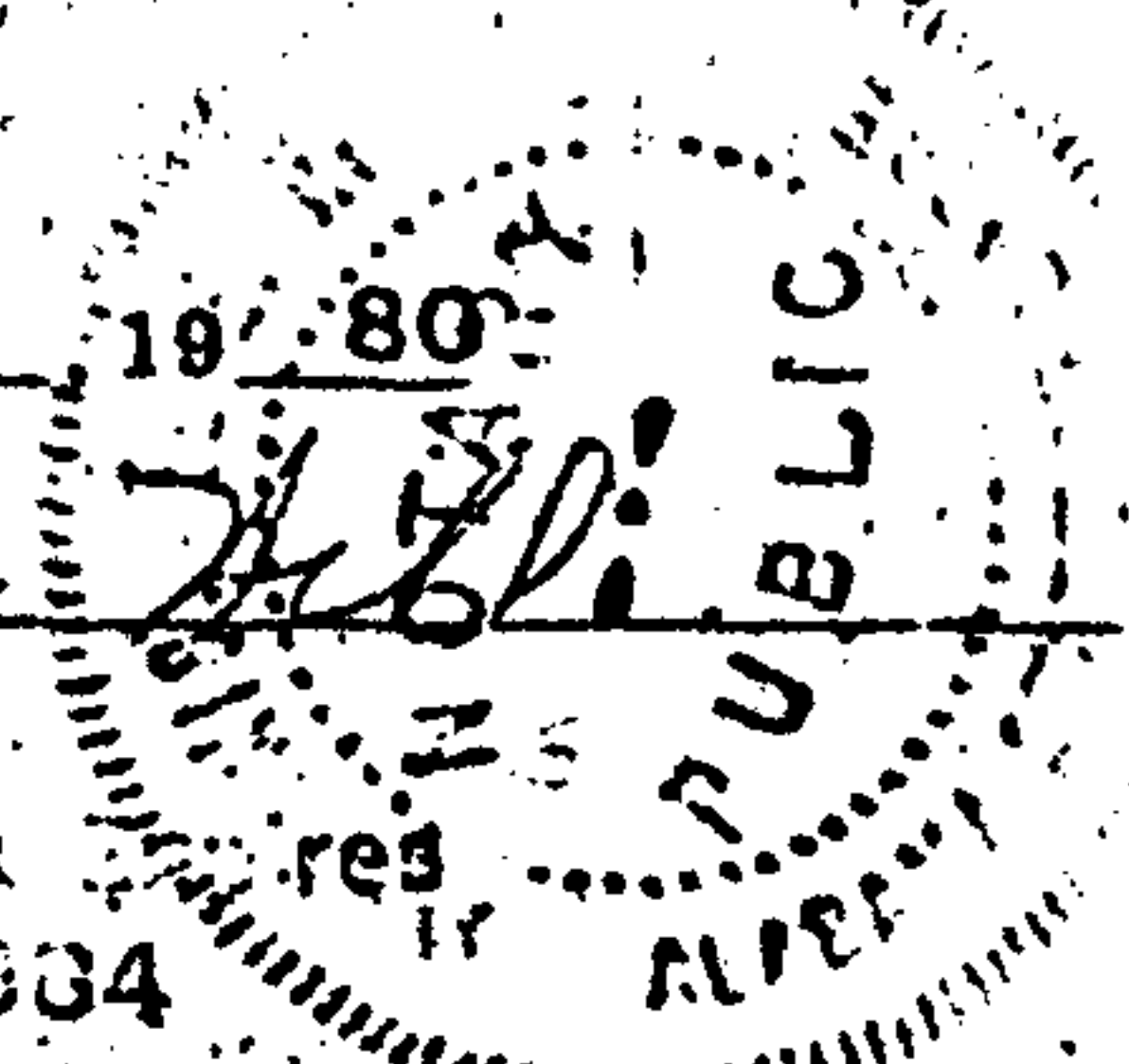
I, A Notary Public in and for said County  
hereby certify that Floyd E. Hatcher and wife, Judith D. Hatcher and Luther Eugene Hatcher, a single man

whose names are 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 4th day of Dec.

Michael E. Hatcher

My Commission Expires  
May 11, 1934



MORTGAGE

TO

THE STATE OF ALABAMA,  
Shelby County

I, Judge of Probate for said County, hereby certify  
that the within Mortgage was filed in my office to  
record at o'clock M. on the day of 19

and duly recorded on the day of 19  
in Mortgage Record, Vol. No., on pages on

Judge of Probate

Recording

Certificate

THE STATE OF ALABAMA,

Shelby County

I, Judge of Probate for said County, hereby certify  
that the following privilege tax has been paid  
within instrument as required by Acts 1902 and 1903  
-- viz: cents

Judge of Probate



Said parcel of land is subject to a 30 foot ingress and egress easement along the North side of said property and being described as a 30 foot wide strip of land along, adjacent to and parallel to the North line of said property, and Luther Eugene Hatcher, a single man, reserves a perpetual easement over and along said 30 foot strip.  
Situating in Shelby County, Alabama.

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PARCEL II.

A parcel of land located in the NE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 28, Township 19 South, Range 1 East, Shelby County, Alabama, more particularly described as follows: Begin at the Northeast corner of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 28, Township 19 South, Range 1 East, and run in a Westerly direction 976.40 feet along the North line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section to a point on the South right-of-way line of U. S. Highway #280; thence turn an angle of 6 degrees 06 minutes left and run in a Westerly direction along the South right-of-way line of said highway for a distance of 858.99 feet to the point of beginning of the parcel herein described; Thence turn an angle of 83 degrees 51 minutes left and run in a Southerly direction 574.13 feet; thence turn an angle of 90 degrees 07 minutes left and run in an Easterly direction for a distance of 200.0 feet; thence turn an angle of 89 degrees 53 minutes left and run in a Northerly direction for a distance of 595.27 feet to a point on the South right-of-way line of said U. S. Highway #280; thence turn an angle of 96 degrees 09 minutes left and run in a Westerly direction along said South right-of-way line for 201.16 feet to the point of beginning. Said parcel contains 2.685 acres, more or less.  
LESS AND EXCEPT The South 60 feet from the above described parcel.  
Situating in Shelby County, Alabama.

PARCEL III

Tract 1 in Chelsea Estates as recorded in Map Book 5, Page 61, in the Probate Office of Shelby County, Alabama.  
Situating in Shelby County, Alabama.

SIGN FOR IDENTIFICATION

Floyd E. Hatcher

Judith B. Hatcher

Luther E. Hatcher

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

1980 DEC 18 AM 8:45

Ronnie A. Snowden, Jr.  
JUDGE OF PROBATE

Mtg. 324.75  
Rec. 5.00  
Ind. 1.00  
330.75