

THE STATE OF ALABAMA,
Shelby County.

601

This Deed of Mortgage, made and entered into on this, the fifteenth day of May, 1981
between Charles W. Daniel and wife, Lyndra P. Daniel

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 \$144,000.00
One Hundred Forty-Four Thousand and no/100----- DOLLARS,

due by One promissory note(s) of this date due in forty quarterly payments at
\$ 5,736.96, the first installment due August 15th, 1981 and each successive quarter
thereafter until said indebtedness is paid in full,
and being desirous of securing the payment of the same, and in consideration thereof, have granted, bargained, sold and
conveyed and by these presents do as 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

BOOK 412 PAGE 512
A parcel of land being described as follows: Begin at Station 183+77 (6"x6" conc.
R.O.W. marker set by ASHD-1971-Proj. F-214 (15) on the South right-of-way line of
U.S. 280; thence South 75 degrees 36 minutes 30 seconds E (MB) along the said right-
of-way line of U.S. 280 for a distance of 119.50 feet to a point; thence turn an angle
of 2 degrees 35 minutes 00 seconds to the right and proceed South 75 degrees 01
minutes 30 seconds East (MB) for a distance of 99.50 feet to a point on the South
right-of-way line of U.S. 280; thence turn an angle of 89 degrees 27 minutes 30 seconds
to the right and proceed South 16 degrees 26 minutes 00 seconds West (MB) for a
distance of 315.55 feet to a point on the North right-of-way line of Old U.S. 280;
thence turn an angle of 96 degrees 26 minutes 30 seconds to the right and proceed
North 67 degrees 07 minutes 30 seconds West (MB) along the said North right-of-way
line of Old U.S. 280 for a distance of 242.25 feet to a point; thence turn an angle
of 43 degrees 37 minutes 00 seconds to the right and proceed North 23 degrees 50
minutes 30 seconds West (MB) diagonally across the flare of Alabama State Highway
119 (SACP 434-Cahaba Valley Road) for a distance of 113.0 feet to a point on the East
right-of-way line of Alabama State Highway 119 (Cahaba Valley Road); thence turn an
angle of 42 degrees 59 minutes 30 seconds to the right and proceed North 19 degrees
29 minutes 00 seconds East (MB) along the said East right-of-way line of the said
Alabama State Highway 119 for a distance of 90.10 feet to a point on the flare of
U.S. 280 (Proj. F-214 (15)); thence turn an angle of 36 degrees 58 minutes 30 seconds
to the right and proceed North 55 degrees 59 minutes 30 seconds East (MB) diagonally
along the said U.S. 280 flare for a distance of 140.55 feet to the point of beginning.
Said property contains 1.9388 acres and is lying in the SW 1/4 of SW 1/4, Section
32, Township 18 South, Range 1 West, Shelby County, Alabama.

ALSO, included in this conveyance is a triangular parcel of land that was originally
a portion of Project SACP 434 (Cahaba Valley Road) rights-of-way described as:
Beginning at a point 40 feet Easterly of and at right angle to Station 191+15 of the
said Project SACP 434; thence South 23 degrees 30 minutes 30 seconds East (MB) along
the long leg of the triangular parcel for a distance of 113.0 feet to a point on the
old Northeast right-of-way line of Old U.S. 280; thence turn an angle of 136 degrees
23 minutes to the right and proceed North 67 degrees 07 minutes 30 seconds West (MB)
along the said Old Northeast right-of-way line of Old U.S. 280 for a distance of 77.19
feet to a point; thence turn an angle of 86 degrees 36 minutes 30 seconds to the right
and proceed North 19 degrees 29 minutes East (MB) for a distance of 78.09 feet to
the point of beginning. This triangle contains 0.0691 acre
Situated in Shelby County, Alabama.

The following are additional provisions to this mortgage:

The Mortgagee agrees that this mortgage may be assumed or transferred on the
same terms and conditions upon notification to Mortgagee; however, Mortgagee
retains the right to approve any subsequent mortgagor's credit worthiness.

It is acknowledged that Mortgagor may construct improvements on the mortgaged
property. The Mortgagee will cooperate with Mortgagor on subordination of
this mortgage to the extent consistent with and permitted by the rules and
regulations of the Comptroller of the Currency, if and when a permanent
structure is built in order to facilitate Mortgagor's obtaining permanent
financing.

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.

Signed, Sealed, and Delivered in the Presence of

hereby acknowledge a receipt

of a copy of this instrument

CAUTION: It is important that you thoroughly read this instrument carefully before you sign it.

(L. S.)

(L. S.)

(L. S.)

19810515000055060 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
05/15/1981 00:00:00 FILED/CERTIFIED

1981 MAY 15 PM 3:56

Detg. Tax 216.00
Rec. 300
Ord. 100
220.00

James A. Spencer
JUDGE OF PROBATE

THE STATE OF ALABAMA
Shelby County.

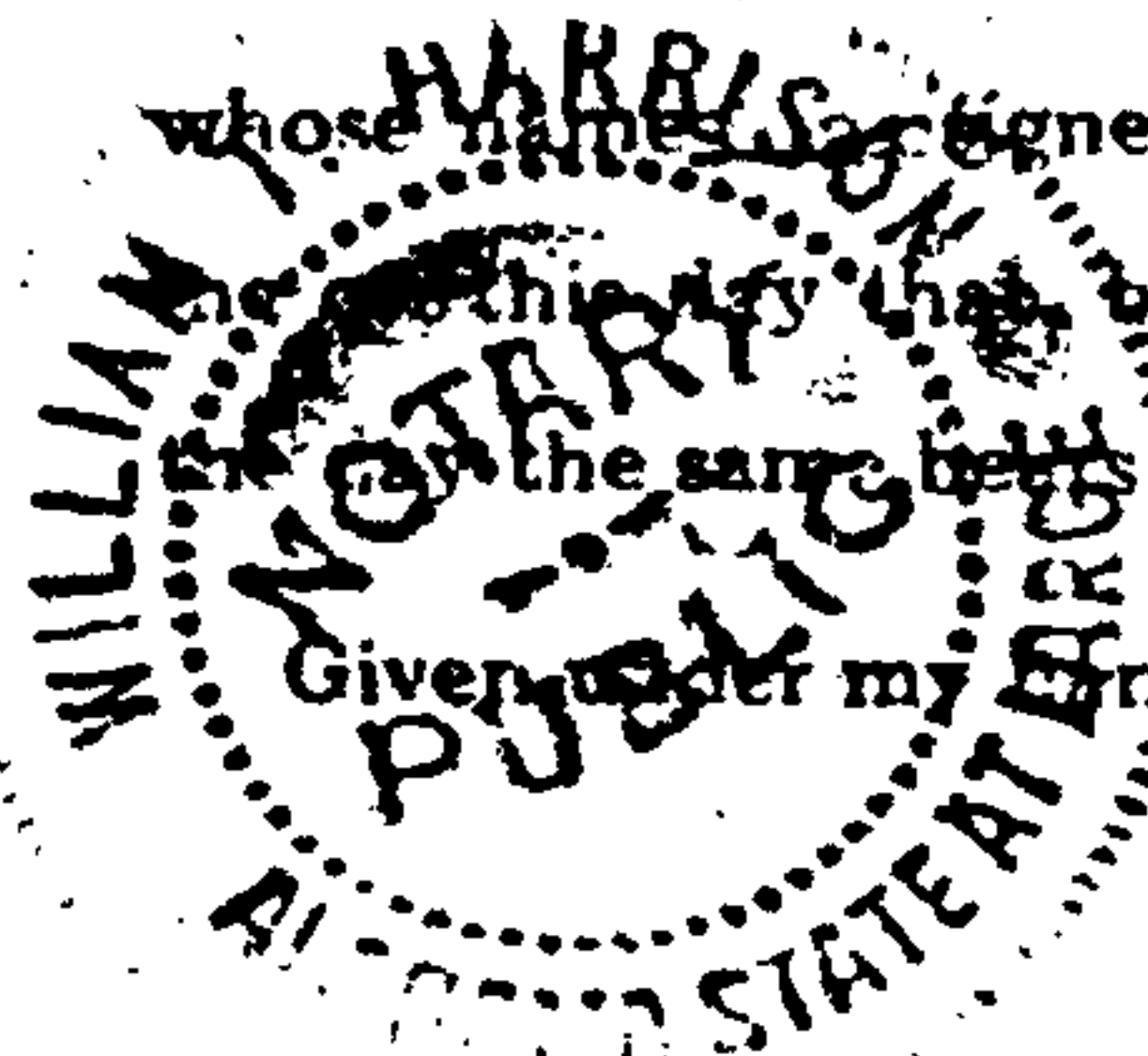
I, Notary Public in and for said County

hereby certify that Charles W. Daniel and wife, Lyndra P. Daniel

whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me, this 15th day of May, 1981, being informed of the contents of this conveyance, they executed the same voluntarily on the same date.

Given under my hand, this fifteenth day of May, 1981

James A. Spencer



MORTGAGE

TO

THE STATE OF ALABAMA,
Shelby County

I, Judge of Probate for said County, hereby certifies that the within Mortgage was filed in my office for record at 10 o'clock M. on the 15 day of May, 1981

and duly recorded on the 15 day of May, 1981
in Mortgage Record, Vol.
No. , on pages

Judge of Probate

Recording

Certificate

THE STATE OF ALABAMA,
Shelby County

I, Judge of Probate for said County, hereby certifies that the following privilege tax has been paid on the within instrument as required by Acts 1902 and 1905 -- viz: cents

Judge of Probate