

This Deed of Mortgage, made and entered into on this, the 10th day of March, 19 82
between Lewis B. Walker and wife, Imogene T. Walker

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 79,683.36
Seventy Nine Thousand Six Hundred Eighty Three and 36/100 ----- DOLLARS,

together with interest from date as set out in said note
due by one promissory note(s) of this date 60 equal monthly payments in the amount of
\$1,980.34 each, the first payment due the 9th day of April, 1982, and one payment due
(which note recites previous mortgages also secured hereby, as set out in said note)

the 9th day of each successive month thereafter until said indebtedness is paid in full
and being desirous of securing the payment of the same, and any other indebtedness to the owner or holder hereof, whether
heretofore or hereafter incurred, and whether or not of the same general kind of indebtedness as that secured by this mort-
gage, and whether the makers of this mortgage owe said other indebtedness as makers, endorsers or otherwise, in considera-

tion thereof, ha ve granted, bargained, sold, and conveyed and by these presents do they 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:

Commence at the Northeast corner of Section 27, Township 21 South, Range 1 West and
run South 1 degree 44 minutes East 849.4 feet to the right-of-way line of the dirt
road; thence run in a Southwesterly direction along the right-of-way line of said
dirt road a distance of 370 feet to a point; thence turn an angle of 90 degrees to
the left and run Southerly 40 feet to the South right-of-way line of said dirt road
being the point of beginning of the lot herein conveyed; thence turn an angle of 90
degrees to the left and run Easterly along the South line of said right-of-way 132
feet to the Northwest corner of George Brown property; thence turn a 90 degree angle
to the right and run Southeasterly along the George Brown property 200 feet, more or
less, to the right-of-way of the Southern Railroad; thence turn a 90 degree angle to
the right and run Westerly along the Northerly right-of-way line of said Southern
Railroad a distance of 389 feet to a point where said Southern Railroad crosses the
North right-of-way line of Alabama Highway No. 70; thence turn a 90 degree angle and
run Northwesterly 80 feet to a point on said dirt road; thence run along the South-
easterly right-of-way line of said dirt road a distance of 275 feet to the point of
beginning; said property being situated in the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 27, Township 21
South, Range 1 West; containing 1.4 acres, more or less.

PARCEL II:

The SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 27, Township 21 South, Range 1 West, EXCEPT 6 acres (forming
a square) in the Southwest corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section and ALSO EXCEPT 2 acres being
210 feet (North and South) by 420 feet (East and West) in the Southeast corner of
said $\frac{1}{4}$ - $\frac{1}{4}$ Section. ALSO EXCEPTING right-of-way of Columbiana By-Pass Highway.

THERE IS EXCEPTED THEREFROM a lot in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27, Township 21
South, Range 1 West, described as follows: Commence at the Northeast corner of the
SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27, Township 21 South, Range 1 West; thence run West
along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section, a distance of 154.73 feet to the point of
beginning; thence continue West along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance
of 380.88 feet; thence turn an angle of 130 degrees 15 minutes to the left and run a
distance of 438.30 feet to the North R.O.W. line of the Columbiana By-Pass, or State
Highway 25; thence turn an angle of 90 degrees 00 minutes to the left and run along

FIRST NATIONAL BANK OF COLUMBIANA (continued)
P.O. Box 977, Columbiana, AL. 35051

This mortgage is not given in payment of, but as additional collateral and security for that
certain note and mortgage, dated January 13, 1977 recorded in Mortgage Book 361, Page 655,
(continued)

BOOK 419 PAGE 90
See Antea Wilcox Meece, P.O. Box 55, P.O. 636 (3-5-54)

in Shelby County, Alabama, Courthouse, securing \$76,489.47 together with the notes and mortgages recited in the note executed therewith on that date.

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, including any other indebtedness as described on page 1 hereof, 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

CAUTION--IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.

I acknowledge receipt of a copy of this instrument

Lewis B. Walker

Lewis B. Walker (L.S.)

Imogene T. Walker (L.S.)

(L.S.)

BOOK 419 PAGE 91

THE STATE OF ALABAMA
Shelby County.

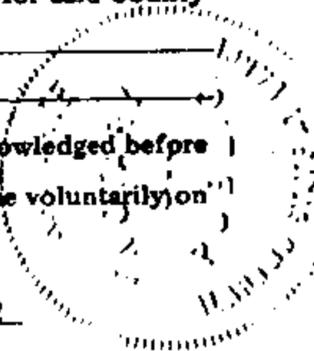
I, the undersigned, a Notary Public in and for said County hereby certify that Lewis B. Walker and wife, Imogene T. Walker

whose name s/ 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 this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand, this 10th day of March, 19 82

Kay Pate

My Commission Expires January 30, 1985



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 o'clock M. on the _____ day of _____, 19 _____

and duly recorded on the _____ day of _____, 19 _____

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 1908 -- viz:

\$ _____ cents
Judge of Probate

said R.O.W. line a distance of 290.70 feet; thence turn an angle of 90 degrees 00 minutes to the left and run a distance of 192.21 feet to the point of beginning. Situated in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27, Township 21 South, Range 1 West, and containing 2.08 acres, Shelby County, Alabama.

ALSO LESS AND EXCEPT PORTIONS SOLD TO:

1. Alabama District Church of Nazarene recorded in Deed Book 277, Page 366, being 3.524 acres.
2. William J. Mims recorded in Deed Book 289, Page 653 being 2.40 acres.
3. Howell Pryor Murphree recorded in Deed Book 294, Pge. 96 being .80 acres.
4. Columbiana Church of Christ recorded in Deed Book 301, Page 531, being 5.88 ac res.
5. Grantees, R.H. Maxwell, Claude Moore and W.E. Smith constituting the State Board of Trustees of the Church of God for the State of Alabama, recorded in Deed Book 304, Page 333, being 7.41 acres.

All recorded in the Probate Office of Shelby County, Alabama.

PARCEL III:

The NW $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 17, Township 21 South, Range 1 East, Shelby County, Alabama.

Situated in Shelby County, Alabama.

BOOK 419 PAGE 92

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1982 MAR 19 AM 11:29

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Noty Tax - 119.55
Rec 4.50
1.00

125.05

First National Bank of Columbiana
P. O. Box 977, Columbiana, AL. 35051