

STATE OF ALABAMA )  
 )  
COUNTY OF SHELBY )

660

ASSIGNMENT OF MORTGAGE

Louie P. Wilson and wife, Mayo M. Wilson, of Route 2, Box 1648, Alabaster, Alabama 35007, herein referred to as "Assignors", hereby assign to Shelby State Bank of Pelham, Alabama 35124, herein referred to as "Assignee", as collateral security for the payment of Twenty-Five Thousand Dollars (\$25,000.00) that Assignors owe Assignee, that certain mortgage, dated May 14, 1981 made and executed by H. Sherman Holland, Jr., a married man, as Mortgagor, to Louie P. Wilson and wife, Mayo M. Wilson, as Mortgagees, recorded in the Office of the Shelby County Probate Court, Shelby County, Alabama in Mortgage Book 412, at Page 472, covering the following described premises:

A parcel of land situated in the NE $\frac{1}{4}$  of Section 36 Township 20 South, Range 3 West being more particularly described as follows: Commence at the SW corner of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 36. Township 20 South, Range 3 West and run North along the West line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section 447.26 feet: Thence an angle left of 90° 00' and run West 101.26 feet to the Easterly r.o.w. of Shelby County Road #11, being 40 feet from the center line: Thence an angle right of 110° 58' 30" and run Northeasterly 185.43 feet along said r.o.w. to the point of beginning: Thence continue along last described course 70.0 feet: Thence an angle left of 90° 00' and run Northwesterly 10 feet along said r.o.w. to a point 30 feet from the center line of said road; Thence an angle right of 90° 00' and run Northeasterly 122.94 feet along said r.o.w. to a point of curve to the right having a radius of 1607.04 and a central angle of 0° 45' 02": Thence run Northeasterly 21.06 feet along the arc of said curve being along said r.o.w.: Thence an angle right of 90° 00' from the tangent of last described curve and run Southeasterly 10.0 feet along said r.o.w. to a point 40 feet from the center line of said road: Thence an angle left of 90° 00' to the tangent of a curve to the right having a radius of 1597.04 feet and a central angle of 8° 58' 46": Thence run Northeasterly 250.29 feet along the arc of said curve being along said r.o.w.: Thence an angle right of 57° 25' 33" from the tangent of last described curve and run Northeasterly 286.73 feet to the Westerly r.o.w. of Interstate #65; Thence an angle right of 88° 58' 13" to the tangent of a curve to the right having a radius of 11,334.30 feet and a central angle of 3° 43' 26": Thence run Southerly 736.67 feet along the arc of said curve being along said r.o.w.: Thence an angle right of 122° 52' 55" from the tangent of the last described curve and run Northwesterly 350.31 feet; Thence an angle left of 4° 38' 29" and run Northwesterly 223.80 feet to the point of beginning. Containing 5.49 acres.

ALSO:

That certain easement for ingress and egress to the hereinabove described real estate received by that certain deed found of record in the Probate Office of Shelby County, Alabama, in Deed Volume 332, at Page 48.

Together with the note described in said mortgage, and the money due and to become due thereon with interest;

But on the expressed condition that if Assignors, their heirs, executors, administrators, or assigns shall pay or cause to be paid to Assignee, its heirs, executors, administrators, or assigns, the aforesaid sum of Twenty-Five Thousand Dollars (\$25,000.00), with interest thereon as agreed between the parties, as outlined in that note executed and dated

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Shelby Bank  
J. P. [Signature] 3/3/84

on or about May 14, 1981, this assignment shall be void; it being made for the sole purpose of securing payment of such sum of Twenty-Five Thousand Dollars (\$25,000.00) with interest thereon as herein specified.

It is agreed that in the event Assignees, its heirs, executors, administrators, or assigns shall collect and receive the money due on the note secured by the mortgage hereby assigned, he or they shall, after retaining this sum of Twenty Five Thousand Dollars (\$25,000.00) with interest thereon and the reasonable expenses incurred in so collecting and receiving, pay the surplus, if any, to Assignors, their heirs, executors, administrators, or assigns.

IN WITNESS WHEREOF, Assignors have executed this Assignment at Pelham, Alabama, on this the 22<sup>nd</sup> day of April, 1983.

Louie P. Wilson  
Louie P. Wilson

Mayo M. Wilson  
Mayo M. Wilson

State of Alabama )  
Shelby County )

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Louie P. Wilson and wife, Mayo M. Wilson whose names 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 the conveyance they executed the same voluntarily, on the day the same bears date.

Given under my hand this 22<sup>nd</sup> day of April, 1983.

Darlene M. Stith  
Notary Public  
My Commission Expires May 19, 1985

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

1983 MAY 16 AM 9:56

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

Recy 3.00  
Jud 1.00  
4.00

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