

MORTGAGE DEED

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The State of Alabama,

SHELBY County

This Deed of Mortgage, made and entered into on this, the 29th of November, 1985  
between Roland H. Henson and wife Patricia P. Henson

The party of the first part, and **FIRST BANK OF CHILDERSBURG**, Childersburg, AL, 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  
Eighty Thousand and no/100----- DOLLARS,  
Due by one promissory note of this date, November 25, 1986

and being desirous of securing the payment of said note when due and any and every extension or renewal thereof, and any other  
advances, indebtedness or liabilities to the owner or holder thereof, in consideration thereof, ha\_\_\_\_\_ 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 \_\_\_\_\_  
in the State of Alabama, and more particularly known as \_\_\_\_\_

begin at the southwest corner of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 1, Township 19 South, Range 2 East in Shelby County, Alabama; thence run east along the south line of said 1/4 section for 1,315.495 feet to the southeast corner of said 1/4 section; thence continue east along the south line of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 1 for 3.31 feet to a point on the center line of a paved public road; thence 59 deg. 28 min. 15 sec. left and run northeasterly along the center line of said public road for 500.00 feet; thence 50 deg. 13 min. 30 sec. left and run northwesterly for 1,621.62 feet to a point on the north line of the south half of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 1; thence 69 deg. 30 min. 22 sec. left and run west along the north line of the south half of said 1/4 section for 1,003.00 feet to the northwest corner of the south half of said 1/4 section; thence 89 deg. 08 min. 20 sec. left and run south along the west line of said 1/4 section and along the west line of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of said Section 1 for 1,557.12 feet to the point of beginning. EXCEPT that part of the above described property lying within the right-of-way of the public road. Containing 59.99 acres. ALSO a parcel in the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 1, Township 19 South, Range 2 East more particularly described as follows: Commence at a RR spike 3 feet West of centerline of paved Shelby County road which is the SW corner of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$ , Section 1, Township 19 South, Range 2 East and run North 30 deg. 55 min. 35 sec. West for 501.69 feet to a 3/4 inch solid rod in the centerline of pavement which is the point of beginning; thence North 30 deg. 36 min. 06 sec. East along the centerline of pavement for 300.00 feet to a RR spike in the centerline of pavement; thence North 15 deg. 00 min. 35 sec. West for 551.85 feet to an iron pipe on the West line of the SW $\frac{1}{4}$  of the SE $\frac{1}{4}$ , Section 1, Township 19 South, Range 2 East; thence South 20 deg. 07 min. 30 sec. East for 670.18 feet to the point of beginning. The above being in and a part of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 1, Township 19 South, Range 2 East, less and EXCEPT R.O.W. for a paved public road, and located in Shelby County, Alabama. The above contains 1.24 acres to centerline of pavement.

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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 condition—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 \_\_\_\_\_

\_\_\_\_\_, 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 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, 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 \_\_\_\_\_ my \_\_\_\_\_ hand \_\_\_\_\_ and seal \_\_\_\_\_, the day and year above written.

Signed, Sealed, and Delivered in the Presence of

Robert H. Henson (L. S.)  
Catherine G. Henson (L. S.)  
 \_\_\_\_\_ (L. S.)

THE STATE OF ALABAMA, \_\_\_\_\_ SHELBY COUNTY

I, Yvonne M. Clinkscales, a Notary Public \_\_\_\_\_, in and for said County  
hereby certify that Roland H. Henson and wife Patricia P. Henson

whose name S 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, have executed the same voluntarily on the day the same  
bears date.

Given under my hand, this 29th day of November, 1985

*Yvonne Clinkscales*  
My Commission Expires March 10, 1986

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\_\_\_\_.

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

1985 DEC -4 AM 9:47

*[Signature]*  
JUDGE OF THE COURT

#### RECORDING FEES

Mortgage Tax	\$ <u>120.00</u>
Deed Tax	_____
Mineral Tax	_____
Recording Fee	<u>7.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>128.50</u>

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