

MORTGAGE DEED

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The State of Alabama,

SHELBY County

This Deed of Mortgage, made and entered into on this, the 29th day 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, have 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 _____

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Beginning at the southwest corner of the SW_{1/4} of the SE_{1/4} of Section 1, Township 19 South, Range 2 East in Shelby County, Alabama; thence run east along the south line of said section for 1,315.495 feet to the southeast corner of said SW_{1/4} section; thence continue east along the south line of the SW_{1/4} of the SE_{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. 22 min. 15 sec. left and run northeasterly along the center line of said public road for 500.00 feet; thence 50 deg. 43 min. 36 sec. left and run northwesterly for 1,522.61 feet to a point on the north line of the south half of the SW_{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 SW_{1/4} section for 1,003.00 feet to the northwest corner of the south half of said section; thence 89 deg. 08 min. 20 sec. left and run south along the west line of said SW_{1/4} section and along the west line of the SW_{1/4} of the SE_{1/4} of said Section 1 for 1,017.12 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 59.79 acres. Also a parcel in the SE_{1/4} of the SW_{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_{1/4} corner of the SW_{1/4} of the SE_{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_{1/4} of the SE_{1/4}, Section 1, Township 19 South, Range 2 East; thence South 20 deg. 07 min. 30 sec. East for 600.18 feet to the point of beginning. The above being in and a part of the SW_{1/4} of the SE_{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 1.34 acres to centerline of pavement.

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.)
Patricia 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 names 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

er 1885, 2178, Yvonne Chastang a.k.a.
My Commission Expires March 19th 1985

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. - WELLSY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1985 DEC -4 AM 9:47

RECORDING FEES

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