

ORIGINAL  
FORM 500201

MORTGAGE FORM **THIS IS A FUTURE ADVANCE MORTGAGE**

570

The State of Alabama }  
County.

THIS INDENTURE, made and entered into this 26th day of May, 1987

by and between L. Shefton Riggins, a married man

parties of the first part, hereinafter referred to as mortgagor, and AmSouth Bank, N.A.

party of the second part, hereinafter referred to as mortgagee.

**Witnesseth:**

WHEREAS, the said mortgagor justly indebted to the party of the second part in the principal sum of Three hundred eighty-five thousand and 00/100 (\$385,000.00) as evidenced by note bearing even date herewith, payable as follows: On demand but not later than February 26, 1987

On demand, bearing interest as provided in said note. (This is a FUTURE ADVANCE MORTGAGE, and the said indebtedness shall be advanced by mortgagee to mortgagor in accordance with a construction loan agreement of even date herewith, the terms of which agreement are made a part of this mortgage.) In addition to the said principal amount with interest, this mortgage shall also secure any and all other additional indebtedness now or hereafter owing by mortgagor to mortgagee.

NOW, THEREFORE, the parties of the first part, in consideration of the premises, and to secure the payment of said indebtedness and the compliance with all the stipulations herein contained, have bargained and sold, and do hereby grant, bargain, sell, alien, and convey unto the party of the second part, its successors and assigns, the following described real estate, lying and being situated in the town of \_\_\_\_\_ County of Shelby, State of Alabama, to-wit:

The property described in Exhibit A attached hereto

This property is not homestead property as defined by the Code of Alabama.

TOGETHER WITH all building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the mortgagor for the purpose of or used or useful in connection with the improvements located or to be located on the hereinabove described real estate, whether such materials, equipment, fixtures and fittings are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located. The personal property herein conveyed and mortgaged shall include, without limitation, all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building material and equipment of every kind and character used or useful in connection with said improvements.

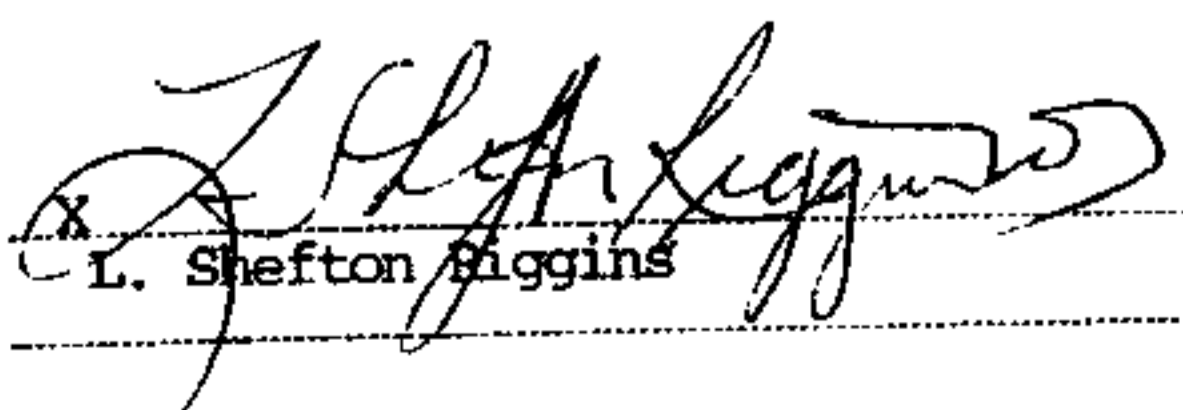
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IN TESTIMONY WHEREOF, the undersigned have hereunto set their hands and seals, on this the day and year first above written.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
L. Shefton Higgins

(Seal)  
(Seal)  
(Seal)  
(Seal)

STATE OF ALABAMA,

*Shelby*  
*H. Shepton Higgins*  
COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that 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 and official seal, this *2nd day of June, 1907.*

*Hancy C. Osborne*  
Comm. Exp. : 1/29/91  
Notary Public.

STATE OF ALABAMA,

COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that on this day 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 conveyance, acknowledged that she signed the same of her own free will and accord, without fear, constraints or threats on the part of the husband.

In Witness Whereof, I have hereunto set my hand and official seal, this

Notary Public.

STATE OF ALABAMA,

COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that on this day 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 conveyance, acknowledged that she signed the same of her own free will and accord, without fear, constraints or threats on the part of the husband.

In Witness Whereof, I have hereunto set my hand and official seal, this

Notary Public.

STATE OF ALABAMA,

COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this

Notary Public.

STATE OF ALABAMA,

COUNTY. I, the undersigned authority, in and for said County, in said State, hereby certify that whose name as President of the

a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this

Notary Public.

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# MORTGAGE DEED

TO

STATE OF ALABAMA

County

Office of the Judge of Probate

I hereby certify that the within mortgage was

Filed in this office for record on the

day of \_\_\_\_\_ 19\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and was duly recorded

in Volume \_\_\_\_\_ of Mortgages, at page

and examined.

Judge of Probate.

*Charles T. Telle*

# 45188

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The North half of the Southeast Quarter of the Southeast Quarter of Section 31 and the S 1/2 of S 1/2 of Northeast Quarter of the Southeast Quarter of Section 31, and the North half of the Southwest Quarter of the Southwest Quarter of Section 32 lying west of Smoky Road (Shelby County Highway No. 12), and the South half of the South half of the Northwest Quarter of the Southwest Quarter of Section 32 lying West of Smoky Road (Shelby County Highway No. 12), all in Township 21 South, Range 2 West, Shelby County, Alabama, more particularly described as follows: Begin at the Southeast corner of the North half of the SE 1/4 of the SE 1/4 of Section 31, Township 21 South, Range 2 West, Shelby County, Alabama; thence run west along the south 20 line 1348.57 feet to the southwest corner of the North half of said 1/4-1/4 section; thence turn right 87 deg. 43 min. 04 sec. and run north along the west 1/4-1/4 line 664.28 feet to the northwest corner of said 1/4-1/4 section; thence turn left 01 deg. 46 min. 48 sec. and continue north 340.51 feet along the west line of the South half of the South half of NE 1/4 of the SE 1/4 to the northwest corner of said 10 acres; thence turn right 93 deg. 42 min. 35 sec. and run east 1747.50 feet along the north line of the South half of the South half of said 1/4-1/4 section and the South half of the South half of the NW 1/4 of the SW 1/4 of Section 32 to a point on a counterclockwise curve on the westerly right of way of Shelby County Highway No. 12, said curve having a delta angle of 04 deg. 59 min. 48 sec. and a radius of 1168.00 feet; thence turn right 47 deg. 39 min. 43 sec. to the tangent of said curve and run southeasterly along the arc of said curve 101.83 feet; thence continue tangent to said curve 371.40 feet to the point of a clockwise curve having a delta angle of 36 deg. 49 min. 10 sec. and a radius of 1072.56 feet; thence run along the arc of said curve 689.25 feet to a point on the south line of the North half of the SW 1/4 of the SW 1/4 of said Section 32; thence turn right 91 deg. 25 min. 40 sec. from tangent and run west along said south line 875.42 feet to the point of beginning; being situated in Shelby County, Alabama.

STATE OF ALA. WELF. CO.  
T. C. WELLS, CLERK  
INSTRUMENT NO. 1111

1937 JUN -5 PM 3:32

*Thomas C. Wells*  
JUDGE OF PROBATE

1. Land Tax \_\_\_\_\_  
2. Mig. Tax 577.50  
3. Recording Fee 12.50  
4. Indexing Fee 1.00  
TOTAL 591.00