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IN THE PROBATE COURT OF SHELBY COUNTY, ALABAMA

STATE OF ALABAMA,

PLAINTIFF,

VS.

WILLIAM C. BURTON; FIRST  
NATIONAL BANK OF JASPER;  
ANNETTE SKINNER, Tax Col-  
lector for Shelby County,  
Alabama,

DEFENDANTS.

CASE NUMBER: 28-26

Tract No. 1



COMPLAINT FOR CONDEMNATION

Comes now the State of Alabama as Plaintiff in the above-styled cause and files this its Complaint in the Probate Court of Shelby County, Alabama for a Judgment of Condemnation of the lands and interest in lands hereinafter described and as a basis for the relief prayed for shows unto the Court as follows:

FIRST

Plaintiff is authorized by the Constitution and laws of the State of Alabama to institute and prosecute this proceeding for the purposes stated and is not required to give bond for security of costs under the provisions of law.

SECOND

Prior to the commencement of this action, the Highway Director of the State of Alabama found, ascertained and determined that the hereinafter described lands are necessary for use for public road or highway purposes and has authorized and directed the institution of prosecution of this proceeding to condemn said lands. The property when condemned will be devoted to the public purposes specified.

THIRD

Plaintiff seeks to condemn the fee title to all of the

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P. O. S. H. Co.

parcel of land described in the attached descriptions and sketch, for public road or highway purposes, with the right to remove all improvements, trees, undergrowth and other obstructions situated on said lands, the right to prevent any person from placing or maintaining any obstructions on said lands, and also the right to enter upon said lands for the purpose of constructing, maintaining and repairing the public improvements constructed or installed thereon.

Plaintiff avers that to the Plaintiff's knowledge the herein named persons are the persons who are the owners or who claim any interest in the property sought to be taken. All of the individuals named are over the age of nineteen years and are of no legal disability unless otherwise specifically recited. Said persons, the tracts of land in which they have an interest, and the nature of said interest are identified as follows:

TRACT OF LAND: AS SPECIFICALLY DESCRIBED IN ATTACHMENT "A"  
WHICH IS INCORPORATED HEREIN BY REFERENCE.

DEFENDANT'S ADDRESSES:

William C. Burton  
Route 2 Box 607  
Calera, Alabama 35040

Owner

First National Bank of Jasper  
P. O. Box 31  
Jasper, Alabama 35502

Mortgagee as shown in the  
attached mortgage, marked as  
Exhibit B, and incorporated  
herein by reference.

Annette Skinner, Tax Collector  
Shelby County Courthouse  
Shelby County, AL

Tax Collector

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that this Court will make and enter an Order setting the day for hearing of this Complaint and cause notice of this Complaint and notice of the day set for hearing to be issued to the above-named Defendants all as provided by law and the rules of this Honorable Court, and that upon final hearing of this Complaint, this Court will order and decree that the Plaintiff is entitled to acquire said lands or interest in lands for the public purposes herein set forth; and that this Court will appoint appraisers to ascertain and report the damages occasioned by such taking, and the compensation to be allowed the Defendants for such taking; and will make and enter in this cause all such other, further and different orders and decrees as it deems necessary in the

premises.

STATE OF ALABAMA

BY: Ronald E. Jackson  
RONALD E. JACKSON  
Special Assistant Attorney  
General for the State of  
Alabama

OF COUNSEL:

RONALD E. JACKSON  
Attorney at Law  
P. O. Box 66  
Pelham, AL 35124  
(205) 663-7000

STATE OF ALABAMA )  
SHELBY COUNTY )

Before me the undersigned authority in and for said County in said State, personally appeared Ronald E. Jackson, who is known to me and who, being by me first duly sworn, deposes and says that he is a Special Assistant Attorney General of the State of Alabama, and as such is authorized to make this affidavit, that he has read the above and foregoing Complaint for Condemnation, and that the averments of fact contained therein are true and correct.

Ronald E. Jackson  
RONALD E. JACKSON

Sworn to and subscribed before me on this the 24<sup>th</sup> day of April, 1989.

Michelle L. Whately  
NOTARY PUBLIC  
My Commission expires: 8-1-92

Filed this 25 day of April 1989  
THOMAS A. SNOWDEN JR.  
Judge of Probate

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ATTACHMENT A-1

TRACT 1  
(ONE TRACT ONLY)

As shown on the right of way map of Project No. IR-65-2(115) as recorded in the Office of the Judge of Probate of Shelby County, Alabama:

Commencing at the northeast corner of the SW 1/4 of the SE 1/4, Section 4, T-22-S, R-2-W; thence westerly along the north line of said SW 1/4 of SE 1/4 a distance of 135 feet, more or less, to the point of beginning of the property herein to be conveyed; said point of beginning being on a line which extends from a point that is 315 feet northeasterly of and at right angles to the centerline of Project IR-65-2(115) at Station 273+70 to a point that is 185 feet northeasterly of and at right angles to said centerline at Station 271+00; thence southeasterly along said line a distance of 275 feet, more or less, to said point that is 185 feet northeasterly of and at right angles to said centerline at Station 271+00; thence southwesterly along a line a distance of 10 feet to a point that is 175 feet northeasterly of and at right angles to said centerline at Station 271+00; thence northwesterly along the present northeast right-of-way line of I-65 a distance of 215 feet, more or less, to a point that is 246 feet northeasterly of and at right angles to said centerline at Station 273+04; thence continuing northwesterly along said present northeast right-of-way line a distance of 270 feet, more or less, to a point on the present southwest right-of-way line of a county road that is 350 feet northeasterly of and at right angles to said centerline at Station 275+42; thence southeasterly along said present southwest right-of-way line a distance of 158 feet, more or less, to a point that is northeasterly of and at right angles to said centerline at Station 274+00; thence southwesterly along a line a distance of 109 feet, more or less, to a point that is 315 feet northeasterly of and at right angles to said centerline at Station 273+70; thence southeasterly along a line (which if extended would intersect a point that is 185 feet northeasterly of and at right angles to said centerline at Station 271+00) a distance of 25 feet, more or less, to the point of beginning.

Said strip of land lying in the W 1/2 of SE 1/4, Section 4, T-22-S, R-2-W and containing 0.42 acre, more or less.

Additionally, all of the defendant's existing, future, or potential common law or statutory rights of access between the right of way of the public way identified as Project IR-65-2(115), County of Shelby, and all of the defendant's remaining

property consisting of all parcels contiguous one to another, whether acquired by separate conveyances or otherwise, all of which parcels either adjoin the property conveyed by this instrument or are connected thereto by other parcels owned by the defendants.

A permanent easement to a strip of land necessary for construction and being more fully described as follows: Commencing at the southeast corner of the NW 1/4 of SE 1/4, Section 4, T-22-S, R-2-W; thence northerly along the east line of said NW 1/4 of SE 1/4 a distance of 86 feet, more or less, to the present southwest right-of-way line of a county road; thence northwesterly along said present southwest right-of-way line a distance of 5 feet, more or less, to a point that is northeasterly of and at right angles to the centerline of Project IR-65-2(115) at Station 273+19 and the point of beginning of the property herein to be conveyed; thence southwesterly along a line a distance of 175 feet, more or less, to a point that is northeasterly of and at right angles to said centerline at Station 273+11; said point being on a line which extends from a point that is 185 feet northeasterly of and at right angles to said centerline at Station 271+00 to a point that is 315 feet northeasterly of and at right angles to said centerline at Station 273+70; thence northwesterly along said line a distance of 65 feet, more or less, to said point that is 315 feet northeasterly of and at right angles to said centerline at Station 273+70; thence northeasterly along a line a distance of 109 feet, more or less, to a point on the present southwest right-of-way line of said county road that is northeasterly of and at right angles to said centerline at Station 274+00; thence southeasterly along said present southwest right-of-way line a distance of 100 feet, more or less, to the point of beginning.

Said strip of land lying in the W 1/2 of SE 1/4, Section 4, T-22-S, R-2-W and containing 0.19 acre, more or less.

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# ATTACHMENT B

**REAL ESTATE MORTGAGE AND SECURITY AGREEMENT**

Mortgagee's full name and address:  
William Clayton Burton  
5508 Highway 72 East  
Jasper, AL. 35901

Mortgagee:  
**FIRST NATIONAL BANK**  
OF JASPER  
P. O. BOX 10  
JASPER, ALABAMA 35901

The loan is secured by:  
First National Bank of Jasper

THE STATE OF ALABAMA  
Walker County

Know All Men These By These Presents That whereas  
William Clayton Burton, an unmarried man

has become jointly indebted to FIRST NATIONAL BANK OF JASPER  
 with offices in JASPER, Alabama, (together with its successors and assigns,  
 hereinafter called "Mortgagee") in the sum of One hundred thousand and no/100  
Dollars (\$100,000.00)  
 together with interest thereon, as evidenced by a promissory note or notes of even date herewith. (If the maturity date is 25 years  
 or longer, indicate the maturity date.)

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and  
 any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances) now or  
 hereafter owed by any of the above named to Mortgagee, whether such indebtedness is primary or secondary, direct or  
 indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise incurred or not, and to secure  
 compliance with all the covenants and stipulations hereinafter contained, the undersigned

William Clayton Burton  
 (whether one or more, hereinafter called  
 "Mortgagee") do hereby sell, grant, bargain sell and convey unto Mortgagee the following described real property situated  
 in Shelby County, State of Alabama, viz:

SOURCE OF TITLE: Book 142 Page 161

Parcel Three  
 That part of the north half of SE1 of SE1 of Section 4, Township 22 South, Range 2  
 West, which lies west and southwest of the County Road Reclamation as shown by the  
 Right of Way Map of Interstate Highway No 1-65, a copy of which is recorded in Right  
 of Way Map Book 2 page 9g, Office of the Judge of Probate of Shelby County, Alabama,  
 less and except highway rights of way, and less and except cemetery situated on said  
 property, and less and except one (1) acre, more or less, beginning at the southeast  
 corner of the west side of the County Road and running west for 200 feet, thence north  
 at 90 deg. for 100 feet, thence northeast for 240 feet to the County Road, thence  
 south for 240 feet following County Road to the point of beginning previously deeded  
 by Action Agency, Inc. to the Alabama District Church of the Nazarene, Corporation,  
 and less and except a small portion of which was previously deeded to Joe Hammonds and  
 wife, in Deed Book 269 Page 607; being situated in Shelby County, Alabama.

Subject to all minerals within and underlying the premises, together with all  
 mining rights and other rights, privileges and immunities relating thereto, including  
 rights conveyed in Deed Book 342, Page 444, in Probate Office of Shelby County, AL.

Subject to easements, restrictions and rights of way of record.

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8. That those mortgagors who are obligated to pay the indebtedness hereby secured with well and truly pay and discharge the indebtedness as it shall become due and payable, including the fees or costs described above, any renewal or extension thereof, and any other fees or obligations of such Mortgagors to Mortgagee, whether now or hereafter incurred.

9. That if Airtouch shall be made in the payment of any of the indebtedness hereby secured, or in the performance of any of the terms or conditions of this mortgage, Mortgagee may proceed to collect the rent, income and profits from the mortgaged property, either with or without the appointment of a receiver over which appointment Mortgagee hereby consents; and Mortgagee may apply the income or other payments received therefrom directly to Mortgagee. Any such income and profits collected by Mortgagee prior to foreclosure of this mortgage shall be used for the purpose of collecting the same, including any and all costs of ongoing management commissions and attorney's fees incurred, shall be credited first to advances made by Mortgagee and its lenders thereto, then to amounts due on the Indebtedness hereby secured, and the remainder, if any, shall be applied toward the payment of the principal sum hereby secured.

10. That if possession of the mortgaged property is allowed to remain in any other person or entity to the exclusion of Mortgagee for a period of one year or more, or if all or any part of the mortgaged property or any interest therein is sold, assigned, transferred or conveyed by Mortgagee, or any of them, without Mortgagee's prior written consent, constituting only the notice of a loan or overdrafts or any other financial transaction, or (b) the creation of a purchase money security interest for bona fide purposes, (c) the transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) the grant of any beneficial interest of one year or less (including all mandatory or optional renewal or term) not constituting an option to purchase, Mortgagee may, at Mortgagee's option, declare all indebtedness secured by this mortgage to be due and payable immediately with or without notice to Mortgagee. Mortgagee may continue its consent to any new transfer of \$100,000.00 or less, or its interest in, the mortgaged property upon the transferee's payment of a pro rata rate of interest on all or any part of the indebtedness secured by this mortgage or to refund the amount calculated at all or any part of the indebtedness secured by this mortgage, upon Mortgagee's approval of the creditworthiness of the transferee, and upon the transferee's payment to Mortgagee of a reasonable transfer or assumption fee (1) on loan by Mortgagee, or any of them, of the mortgaged funds disbursed, Mortgagee may, at its election, proceed to foreclose or take mortgagee as hereinafter provided or as provided by law.

11. That all the covenants and agreements of biotargets herein contained shall extend to and bind their respective heirs, successors, administrators, executors and assigns, and that such covenants and agreements and all rights, privileges and powers herein shown, granted or reserved to biotargets shall issue to the benefit of the successors and assigns of biotargets.

(2) That the provisions of this mortgage or, the note or notes secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage or of such note or notes. The covenant provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee at law and in equity, and such rights and remedies may be exercised concurrently or successively. A conflict or inconsistency of this mortgage may be filed as a financing statement in any public office.

**UPON CONDITION,** HOWEVER, that if Mortgages shall well and truly pay and discharge all the indebtedness hereby secured (including future advances) as the same shall become due and payable and shall in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect thereof, there and in that event only this conveyance and the security hereon provided shall be of full force and effect; but should he lack or fail in the payment of any indebtedness hereby secured or any part thereof or extension thereof or any part thereof or should he break his covenants made upaid at maturity, or should he default in the payment of any sum expended by him under the authority of any provision of this mortgage, or should he attempt to alienate or dispose of the property described above, it is hereby understood by reason of the conditions of any loan or loans made pursuant to this mortgage that the lender has no obligation to make further advance of money

Notwithstanding to whomsoever, or to what use, or for what purpose, any part of the mortgaged property or estate of any individual, public or private, shall be sold, or in either case or to be sold, be passed, impeded or authorized the impeding of a specific lien upon this mortgage or the land hereby secured or permitting or authorizing the distribution of any such sale from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged property shall be charged against the owner of this mortgage, or should at any time any of the covenants contained in this mortgage or in any note or other evidence or indentures secured hereby be declared to be void or unenforceable by any court of competent jurisdiction, or should Mortgagee fail to do so and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the Indebtedness hereby secured, or any portion or part thereof which may at said time not have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of Mortgagee, notice of the exercise of such option being hereby expressly waived by Mortgagee, and Mortgagee shall have the right to enter upon and take possession of the mortgaged property and after so without taking such possession to sell the same before the Court House door of the County (or the division thereof) where said property, or any substantial part of said property, is located, or public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said County; and upon the payment of the purchase price, Mortgagee, or the auctioneer at said sale is authorized to execute to the purchaser for and in the name of Mortgagee a good and sufficient deed to the property sold. And upon the consummation of any such event, Mortgagee shall have the right and remedies of a secured party after default by its debtor under the Alabama Uniform Commercial Code, including, without limitation, the right to take possession of any of the property herein transferred which is personal property and to sell the same at once or make public or private sale, at the election of Mortgagee. At Mortgagee's request, Mortgagee agrees to maintain such property and to make the same available to Mortgagee at such place as Mortgagee shall reasonably designate. Mortgagee agrees that notice of the time and place of any public sale or of the time after which any private sale or other intended disposition of said property, or of any part thereof, will be held shall be sufficient if delivered to Mortgagee or mailed to Mortgagee at the address set forth above, or at such other address as to be given shall have furnished to Mortgagee in writing for that purpose, not less than five days before the date of such sale or other intended disposition of said property. Mortgagee shall apply the proceeds of said sale or sales under this mortgage as follows: First, to the expense of advertising a flag and conveying, including a reasonable attorney's fee not exceeding 1 1/2% of the unpaid debt when default in the original contract financed is recorded \$300; second, to the payment of any amounts that may have been expended or that may then be necessary to or paid in paying a wage, taxes and other encumbrances, with interest thereon; third, to the payment of the indebtedness hereby entered and interest thereon in such order as Mortgagee may elect, whether such debts shall or shall not have fully matured at the date of said sale; and fourth, the balance, if any, to be paid over to Mortgagee or to whomsoever then appears of record to be the owner of Mortgagee's interest in said property. Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale hereunder. Mortgagee hereby waives any requirement that the mortgaged property be sold in separate tracts and agrees that Mortgagee may, at its option, sell the property in mass regardless of the number of parcels hereby conveyed.

by WILLIAM WHELAN, each of the undersigned

**William Clayton Burton**

has been made not his or her signature and seal or has caused this instrument to be executed by its officer(s) thereto duly authorized. On 28th day of October, 1988

William Clayton Burton  
William Clayton Burton

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JUL 24 OF PROBATE

1. Deed Tax \$   
2. Mtg Tax   
3. Recording Fee 22.50  
4. Indexing Fee 1.00  
TOTAL 3.00