

STATE OF ALABAMA  
SHELBY COUNTY

2851  
FULL SATISFACTION OF RECORDED LIEN

Know All Men By These Presents, That, the undersigned First National Bank of Columbiana  
\_\_\_\_\_, acknowledges full payment of the indebtedness secured by that certain  
(Real Property) (Personal Property) mortgage executed by William T. Rice and wife, Kay S. Rice  
\_\_\_\_\_  
which said mortgage was recorded in the office of the Judge of Probate of Shelby County, Alabama, in  
\_\_\_\_\_Book No. 073\_\_\_\_\_, Page No. 787\_\_\_\_\_, (and assigned to \_\_\_\_\_  
in \_\_\_\_\_ Book No. \_\_\_\_\_, Page \_\_\_\_\_,) and the undersigned does further hereby  
release and satisfy said mortgage.

In Witness Whereof, the undersigned, First National Bank of Columbiana  
has caused these presents to be executed this 11th day of June, 19 91

J.D. Wyatt  
J.D. Wyatt Sr. V.P.

BOOK 347 PAGE 643

STATE OF ALABAMA  
SHELBY COUNTY

GENERAL ACKNOWLEDGEMENT

Notary Public  
I, the undersigned, Judge of Probate, in and for said County in said State, hereby certify that \_\_\_\_\_  
\_\_\_\_\_ whose name is signed to the foregoing instrument, and who  
is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he  
executed the same voluntarily on the day the same bears date.

Given under my hand and Official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS \_\_\_\_\_ Judge of Probate  
INSTRUMENT WAS FILED \_\_\_\_\_ Notary Public

91 JUN 11 PM 2:48

STATE OF ALABAMA  
SHELBY COUNTY

CORPORATE ACKNOWLEDGEMENT

Notary Public  
I, the undersigned, Judge of Probate, in and for said County in said State, hereby certify that \_\_\_\_\_  
J.D. Wyatt whose name as Sr. V.P. of \_\_\_\_\_  
First National Bank of Columbiana corporation, is signed to the foregoing instrument, and who is known  
to me, acknowledged before me on this day that, being informed of the contents of the instrument, 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 11th day of June, 19 91

Cora Lee Poskey  
Judge of Probate  
Notary Public Cora Lee Poskey

This instrument was prepared by

1909

2052

(Name) MIKE T. ATCHISON, ATTORNEY

P.O. Box 822

(Address) Columbiana, Alabama 35051

Form 1-1-22 Rev. 1-24

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY OF SHELBY

} KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Vincent P. Chiarella and wife Donnis M. Chiarella

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Johnny L. Lowe, Jr. and wife, Jean F. Lowe

(hereinafter called "Mortgagee", whether one or more), in the sum  
of Forty-Three Thousand and no/100 \_\_\_\_\_ Dollars  
(\$ 43,000.00 ), evidenced by a promissory note of even date.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Vincent P. Chiarella and wife, Donnis M. Chiarella

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

Dwelling and appurtenances thereon located at Site 342 on Lay Dam Reservoir, in NW $\frac{1}{4}$  of NE $\frac{1}{4}$ , Fractional Section 6, Township 24 North, Range 16 East, and NE $\frac{1}{4}$  of SE $\frac{1}{4}$ , Fractional Section 23, Township 22 South, Range 1 East, Shelby County, Alabama, as shown on Drawing No. D-160194, Sheet 1.

See Attached Addendum hereto and made a part hereof.

THIS IS A PURCHASE MONEY MORTGAGE.

BOOK 344 PAGE 822

BOOK 347 PAGE 644

Mike A

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes of assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned

Vincent P. Chiarella and wife Donnis M. Chiarella

have hereunto set their signature and seal, this

day of 19 91

*Vincent P. Chiarella* (SEAL)  
Vincent P. Chiarella (SEAL)  
*Donnis M. Chiarella* (SEAL)  
Donnis M. Chiarella (SEAL)

THE STATE of ALABAMA  
SHELBY COUNTY }

I, the undersigned authority hereby certify that Vincent P. Chiarella and wife, Donnis M. Chiarella

, a Notary Public in and for said County, in said State,

whose name 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 29<sup>th</sup> day of 1991

*James A. Pender* Notary Public.

THE STATE of COUNTY }

I, hereby certify that

, a Notary Public in and for said County, in said State,

whose name as of 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 such 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 the day of , 19

, Notary Public

Return to:

TO

MORTGAGE DEED

THIS FORM FROM  
Guylers Title Insurance Corporation  
Title Guaranty Division  
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

BOOK 344 PAGE 823

BOOK 347 PAGE 645

# ADDENDUM TO MORTGAGE

THIS ADDENDUM is attached to and made a part of that certain mortgage (the "Mortgage") dated 19, between Vicent P. a/o Donnis M. Chiarella (Borrower, "Mortgagor") and Johnny L. Lowe, Jr. a/o Jean F. (Lender, "Mortgagee").  
Lowe

The following provisions shall be a part of the Mortgage as fully as if set out in full therein, and shall control in the event of any conflict between the provisions set forth in this Addendum and the terms of the Mortgage:

1. This Mortgage is subordinate and subject to that certain Recreational Site Agreement entered into between Alabama Power Company ("Licensor") and William K. Clements ("Licensee"), on the 27th day of March, 1969, on Alabama Power Company Lease Lot 342, according to the Alabama Power Company plat of South Okona Addition Subdivision (the "Site") [and to the assignment of such Recreational Site Agreement on April 24th, 1991, by the Licensee to Vincent P. a/o Donnis M. Chiarella] (the "Recreational Site Agreement"), and is further subject to the terms of that certain Supplemental Agreement to Recreational Site Agreement among Licensor, and the Mortgagee and Mortgagor hereunder dated 4-29, 1991 (the "Supplemental Agreement").
2. It is expressly understood and agreed between the Mortgagor and the Mortgagee, any language in this Mortgage to the contrary notwithstanding, that, except for any after-acquired interests of Mortgagor as set forth below, the Site is not part of the property conveyed or mortgaged hereunder.
3. THIS MORTGAGE IS INTENDED TO CONVEY OR MORTGAGE ONLY: (i) the Mortgagor's interest in the improvements located on the Site, subordinate, subject to and together with the Recreational Site Agreement and the Supplemental Agreement, as aforesaid; and (ii) after-acquired fee interests, if any, of the Mortgagor in the Site. For the same consideration set forth herein, Mortgagor hereby grants, bargains, sells and conveys to Mortgagee, on the same terms as set forth herein and intended to be part of the property mortgaged hereunder, any and all fee interest in the Site which subsequently may be acquired by the Mortgagor from the Licensor named in said Recreational Site Agreement, or otherwise.

IN WITNESS WHEREOF, Mortgagor has executed this Addendum on April 29, 1991.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
Re - Rec BORROWER - MORTGAGOR

NO TAX COLLECTED  
Rec 7.50  
Jud 3.00  
Not 1.00  
Total 12.50

WITNESS:

91 JUN 11 PM 3:06

Donna Handley  
JUDGE OF PROBATE

Vincent P. Chiarella  
Vincent P. Chiarella

WITNESS:

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

Donnis M. Chiarella  
Donnis M. Chiarella

91 MAY 29 AM 9:23

Thomas P. Handley, Jr.  
JUDGE OF PROBATE

1. Doc. Tax 64.50  
2. 2.50  
3. 3.00  
4. 1.00  
5. 1.00  
Total 76.00