JANSOUTH





1207

NOTICE: THIS MORTGAGE SECURES AN OPEN-END CREDIT PLAN WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE ANNUAL PERCENTAGE RATE. INCREASES IN THE ANNUAL PERCENTAGE RATE MAY RESULT IN INCREASED MINIMUM MONTHLY PAYMENTS AND INCREASED FINANCE CHARGES DECREASES IN THE ANNUAL PERCENTAGE RATE MAY RESULT IN LOWER MINIMUM MONTHLY PAYMENTS AND LOWER FINANCE CHARGES.

THIS IS A FUTURE ADVANCE MORTGAGE AND THE PROCEEDS OF THE OPEN-END CREDIT PLAN SECURED BY THIS MORTGAGE WILL BE ADVANCED BY THE MORTGAGEE

UNDER THE TERMS OF A CI	REDIT ÄGREEMENT BETWEEN THE	E MORTGAGEE AND THE B	ORHOWER NAMED HEREIN.			
STATE OF ALABAMA						
Shelby	COUNTY					
	A djusta	AmSouth E ble-Rate Line (Alaba	of Credit Mortga	age		
THIS INDENTURE is made	and entered into this 11th JOHN P	day of December BURDETTE AND	19 91 by and I	between	r-unnant Marie	<u> </u>
(hereinafter called the "Mortg	agor," whether one or more) and An	mSouth Bank N.A., a na	tional banking association (herein	after called the "Mortgage	e'').	
		Recit	als			
EΛ	e of Credit. wer," whether one or more) is (are) no RTY SEVEN THOUSAND open-end line of credit established by	n & NO/100		Dollars (\$ '	,000+00) (the "Credit
Limit") pursuant to a certain to 11 "AmSouth Foulty Line of C	Credit Agreement" executed by the 6	Borrower in favor of the Morto	agee, dated	, 19 _	 -	
(XAmSouth Personal Finance	ial Services Line of Credit Agreemen Lot even date herewith.	at executed by the Borrower i	n favor of the Mortgagee dated _	<u>December 1</u>		, 19 <u>91</u> , as
The Credit Agreement proprincipal amount at any one	ovides for an open-end line of credit pu time outstanding not exceeding the (Cigal Citie.				
B. Rate and Payme	nt Changes, The Credit Agreement	nt provides for finance charges				
		-based under the Credit Ac	vooment during each billing Oxfe	will be しゅんり	we above the	e Prime Hale in
effect on the first day of that effect on the first day of a billing the Maximum Rate stated in the Credit Agreement. Any o	billing cycle. The annual percentage ng cycle increases, and will decrease the Credit Agreement. Any increase tecrease in the annual percentage ra	rate on the date of this mortg if the Prime Rate in effect on t in the annual percentage ra- ate may result in lower finance	gage is	he annual percentage rate ases; however, the annual p charges and increased m onthly payments.	ercentage rate with inimum payment	ill never exceed amounts under
C. Maturity Date.ll r (including without limitation)	not sooner terminated as set forth there principal, interest, expenses and cha	rein, the Credit Agreement will arges) shall become due and	terminate twenty years from the da payable in full.	ite of the Credit Agreement,		
	T.:	e secolules indobledness wi	th an interest in residential real c	oroperty. Therefore, under	§40-22-2(1)b, Co	de of Alabama
1975, as amended, the mor principal indebtedness, to b billing cycle increases, the in	This mortgage secures open-end of the tiling privilege tax shall not exceed by this mortgage at any or increased finance charges that may rether increases in the principal amount diment hereto is duly recorded and a	beed \$.15 for each \$100, or from time. Although the interest result are payable monthly un	action thereof, of the Credit Limit of trate payable on the line of credit der the Credit Limit. Therefore, the	of \$	Rate in effect on lative amortization, will never exceed	is the maximum the first day of a capitalization of
•		Agree	ement			
il – the Credit Agreement, or ar	onsideration of the premises, and to se ny extension or renewal thereof, up to vances, or any part thereof; (c) all other thereol; (d) all other indebtedness, obl	lees, charges, costs and expe	barastar aujaa hutha	Borrower to the Mortgages	e pursuant to the C Predit Agreement,	redit Agreement or any extension

der able ent, nois vely or renewal thereof; and (e) all advances by the Mortgagee under the terms of this mortgage (the aggregate amount of all such items described in (a) through (e) above being hereinafter collectively called "Debt") and the compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described called "Debt") and the compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described

_ County, Alabama (said real estate being hereinafter called the "Real Estate"): Shelby real estate, situated in...

SEE EXHIBIT "A" HERETO ATTACHED

BOOK

800K 380 PAGE 244

Form 940195 bkF2 (Bov 3/91)

ALABAMA TITLE CO., INC.

2233 SECOND AVE. 110.

Together with all the rights, privileges, tenements, appurtenances and fixtures apportaining to the Real Estate, all of which shall be deemed Real Estate and conveyed by this mortgage

To have and to hold the Real Estate unto the Mortgagee, its successors and assigns torever. The Mortgagor covenants with the Mortgagee that the Mortgagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, except the file of the Real Estate unto the Mortgagee, mortgage, it any, hereinafter described and any other encumbrances expressly set forth above; and the Mortgagor will warrant and forever defend the title to the Real Estate unto the Mortgagee, against the lawful claims of all persons, except as otherwise herein provided.

This mortgage secures an open-end revolving line of credit under which the Borrower may borrow and repay, and reborrow and repay, amounts from the Mortgagee from time to time up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit. Advances under the Credit Agreement are obligatory. The Credit Agreement does not require that the Borrower make any minimum initial advance or maintain any minimum balance under the line of credit; therefore, at times there may be no outstanding Debt under this mortgage. However, this mortgage shall become effective immediately notwithstanding the lack of any initial advance and shall not be deemed satisfied nor shall title to the Real Estate mortgage. However, this mortgage by the payment in full of all the Debt at any one time outstanding, since in each case further borrowings can thereafter be made from time to time by the Borrower under the terms of the Credit Agreement and all such borrowings are to be included in the Debt secured hereby. This mortgage shall continue in effect until all of the Debt shall have been paid in full, the Credit Agreement shall have been terminated, the Mortgagee shall have no obligation to extend any further credit to the Borrower thereunder and an appropriate written instrument in satisfaction of this mortgage, executed by a duly authorized officer of the Mortgagee, shall have been duly recorded in the probate office in which this mortgage is originally recorded. The Mortgagee agrees to execute such an instrument promptly following receipt of the Borrower's written request therefor, provided that all of the conditions set forth above have been fulfilled. Nothing contained herein shall be construed as providing that this mortgage shall secure any advances by the Mortgagee to the Borrower under the Credit Limit by written instrument duly recorded in the probate office in which this mortgage is originally recorded.

The Mortgagor hereby authorizes the holder of a prior mortgage encumbering the Real Estate, if any, to disclose to the Mortgagee the following information. (1) the amount of indebtedness secured by such mortgage; (2) the amount of such indebtedness that is unpaid; (3) whether any amount owed on such indebtedness is or has been in arrears; (4) whether there is or has secured by such mortgage; (2) the amount of such indebtedness that is unpaid; (3) whether any amount owed on such indebtedness is or has been in arrears; (4) whether there is or has secured the any default with respect to such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby in the indebtedness secured the indebt

If this mortgage is subordinate to a prior mortgage, the Mortgagor expressly agrees that if default should be made in the payment of principal, interest or any other sum payable under the ferms and provisions of such prior mortgage, or if any other event of default (or event which upon the giving of notice or tapse of time, or both, would constitute an event of default) should terms and provisions of such prior mortgage, or if any other event of default (or event which upon the giving of notice or tapse of time, or both, would constitute an event of default) should terms and provisions of such prior mortgage, or if any other event of default, without notice to anyone, by paying whatever amounts may be due, or taking whatever other actions may be required, under the terms of such prior mortgage so as to put the same in good standing.

For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (1) pay all taxes, assessments, and other liens taking priority over this mortgage (hereinalter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may pay the same; (2) keep the Real Estate continuously insured, in such manner and with such companies as may be satisfactory to the Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement and against loss by such other perils as the Mortgagee may from time to time determine is prudent or is then required by applicable law, with loss, if any, payable to the Mortgagee, as its interest may appear; such insurance to be in an amount at least equal to the full insurable value of the improvements located on the Real Estate unless the Mortgagee agrees in writing that such insurance may be in a lesser amount. Subject to the rights of the holder of the prior mortgage, if any, set forth above, the original insurance policy and all replacements therefor, shall be delivered to and held by the Mortgagee until the Debt is paid in full and the Credit Agreement is terminated. The insurance policy must provide that it may not be cancelled without the insurer giving at least litteen days' prior written notice of such cancellation to the Mortgagee. Subject to the rights of the holder of the prior mortgage, if any, set forth above, the Mortgagor hereby assigns and pledges to the Mortgagee as further security for the payment of the Debt each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part thereof, together with the right, title and interest of the Mortgagor in and to each and every such policy, including but not limited to all the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgagor fails to keep the Real Estate insured as specified above, then at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire Debt due and payable and this mortgage subject to foreclosure, and this mortgage may be foreclosed as hereinafter provided; and, regardless of whether the Mortgagee declares the entire Debt due and payable and this mortgage subject to foreclosure, the Mortgagee may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss, for its own benefit, the proceeds from such insurance (less the cost of collecting same), if collected, to be credited against the Debt, or, at the election of the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate

All amounts spent by the Mortgagee for insurance or for the payment of Liens or for the payment of any amounts under any prior mortgages shall become a debt due by the Mortgagor and at once payable, without demand upon or notice to the Mortgagor, and shall be included in the Debt secured by the lien of this mortgage, and shall bear interest from date of payment and at once payable, without demand upon or notice to the Mortgagor, and shall be included in the Debt secured by the lien of this mortgage, and shall bear interest from date of payment by the Mortgagee until paid at the rate of interest payable from time to time under the Credit Agreement, or such lesser rate as shall be the maximum permitted by law, and it any such amount by the Mortgagee until paid at the rate of interest payable from time to time under the Credit Agreement, or such lesser rate as shall be the maximum permitted by law, and it any such amount by the Mortgagee, then at the option of the Mortgagee, this mortgage shall be in default and subject to immediate foreclosure in all respects as provided by the provisions hereof.

Sobject to the rights of the holder of the prior mortgage, if any, set forth above, the Mortgagor hereby assigns and pledges to the Mortgagee the following property, rights, claims, rents, profits, issues and revenues.

- . 1. Alf rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor, 'so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues;
- 2 All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments made for the voluntary safe of the Real Estate, or any part thereof, in fieu of the exercise of power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the voluntary safe of the Real Estate, or any part thereof, after Mortgager to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, after Mortgagee's expenses, including court costs and attorneys' fees, on the Debt in such manner as the Mortgagee elects, or, at the Mortgagee's option the entire amount the payment of all the Mortgagee's expenses, including court costs and attorneys' fees, on the Debt in such manner as the Mortgagee elects, or, at the Mortgagee's option the entire amount or any part thereof so received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the Real Estate.

The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they now are, reasonable wear and tear excepted.

Notwithstanding any other provision of this mortgage or the Credit Agreement, this mortgage shall be deemed to be in default and the Debt shall become immediately due and payable, not be option of the Mortgagee, upon the sale, lease, transfer of an interest by contract to sell.

The Mortgagee may make or cause to be made reasonable entries upon and inspections of the Real Estate, provided that the Mortgagee shall give the Mortgager notice prior to any such inspection specifying reasonable cause therefor related to the Mortgagee's interest in the Real Estate

Except for any notice required under applicable law to be given in another manner, any notice under this mortgage (a) may be given to the Mortgagor (if the same party as the Borrower) in the manner set forth in the Credit Agreement; (b) may be given to any other Mortgagor by delivering such notice to the Mortgagor shall designate by notice to the Mortgagee as notice by first class mail addressed to the Mortgagee and address on the Mortgagee's records or at such other address as the Mortgagee may designate by notice to provided herein; and (c) shall be given to the Mortgagee by first class mail to the Mortgagee's address stated herein or to such other address as the Mortgagee when given in the manner designated the Mortgagor as provided herein. Any notice under this mortgage shall be deemed to have been given to the Borrower, the Mortgagor or the Mortgagee when given in the manner designated herein.

The Mortgagor shall comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development, the by-laws and regulations of the condominium or shall perform all the Mortgagor's obligations under the declaration creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents, all as amended. If a condominium or planned unit development rider is executed by the Mortgagor and recorded together with this planned unit development, and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this mortgage as if the rider were a part hereof.

The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, altered or changed except by a written instrument such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagee by one of its officers.

Upon the occurrence of an event of default hereunder, the Mortgages, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, shall be entitled.

Upon the occurrence of an event of default hereunder, the Mortgages, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, shall be entitled.

Each other powers as may be deemed necessary.

' Upon condition, however, that if: (a) the Debt is paid in full (which Debt includes (i) all advances heretofore or from time to time hereafter made by the Mortgagee to the Borrower under the Credit Agreement, or any extension or renewal thereof, up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit; (ii) all finance charges payable from time to time on said advances, or any part thereof; (iii) all other fees, charges, costs and expenses now or hereafter owing by the Borrower to the Mortgagee pursuant to the Credit Agreement, or any extension or renewal thereof; (iv) all other indebtedness, obligations and liabilities now or hereafter owing by the Borrower to the Mortgagee under the Credit Agreement, or any extension or renewal thereof, and (v) all advances by the Mortgagee under the terms of this mortgagee); (b) the Mortgagee is reimbursed for any amounts the Mortgagee has paid in payment of Liens or insurance premiums or any prior mortgages, and interest thereon; (c) the Mortgagor fulfills all of the Mortgagor's obligations under this mortgage; (d) the Credit Agreement is terminated and the Bank has no obligation to extend any further credit to the Borrower thereunder; and (e) an appropriate written instrument in satisfaction of this mortgage has been executed by a duly authorized officer of the Mortgagee and properly recorded; this conveyance shall be null and void. But if: (1) default is made in the payment to the Mortgagee of any sum paid by the Mortgagee under the authority of any provision of this mortgage; (2) the Debt, or any part thereof, or any other indebtedness, obligation or liability of the Borrower, the Mortgagor, or any of them, to the Morfgagee remains unpaid at maturity, whether by acceleration or otherwise; (3) the interest of the Morfgagee in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon, or (4) any event of default occurs under the Credit Agreement which would permit the Mortgagee to terminate the Credit Agreement and accelerate the balance due thereunder; then, upon the happening of any one or more of said events, at the option of the Mortgagee, the unpaid balance of the Debt shall at once become due and payable and this mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall be authorized to take possession of the Real Estate and, after giving at least twenty one days' notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Real Estate is located, to sell the Real Estate in Iront of the courthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows: first, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including reasonable attorney's fees; second, to the payment in full of the balance of the Debt in whatever order and amounts the Mortgagee may elect, 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; third, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, Liens, any prior mortgages or other encumbrances related to the Real Estate, with interest thereon; and, fourth, the balance, if any, to be paid to the party or parties appearing of record to be the owner of The Real Estate at the time of sale, after deducting the cost of ascertaining who is such owner. The Mortgagors agree that the Mortgagee may bid at any sale had under the terms of this mortgage and may purchase the Real Estate if the highest bidder therefor. At the foreclosure sale the Real Estate may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner the Mortgagee may elect.

The Mortgagor agrees to pay all costs, including reasonable attorneys' lees incurred by the Mortgagee in collecting or securing or attempting to collect or secure the Debt, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such or in defending or attempting to defend the priority of this mortgage against any lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such

The full amount of such costs incurred by the Mortgagee shall be a part of the Debt and shall be secured by this mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, the Mortgagee, or the owner of the Debt and mortgage, or the auctioneer, shall execute to the purchaser, for and in the name of the Mortgagor, a deed to the Real Estate. Plural or singular words used herein to designate the Borrower(s) or the undersigned shall be construed to refer to the maker or makers of the Credit Agreement and this mortgage, respectively, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Mortgagee shall inure to the benefit of the Mortgagee's successors and assigns. IN WITNESS WHEREOF, the undersigned Mortgagor has (have) executed this instrument on the date first written above. JOHN P. BURDEILE (Seal) Katie W. Burdete (Seal) KATIE W. BURDETTE (Seal) ACKNOWLEDGEMENT FOR INDIVIDUAL(S) STATE OF ALABAMA Shelby County I, the undersigned authority, a Notary Public, in and for said county in said State, hereby certify that _____ John P. Burdette and wife Katie W. Burdette whose name(s) is (are) signed to the foregoing instrument, and who's (are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument $\underline{\hspace{0.1cm}t\hspace{0.1cm}}$ he $\underline{\hspace{0.1cm}y\hspace{0.1cm}}$ executed the same voluntarily on the date the same bears date. Given under my hand and official seal, this ____11th__ day of . December Jennyu Z. mailestion **Notary Public** My commission expires EXPIRES MARCH 20, 1995 380PAGE 2 91 DEC 30 PH 2: 52 NOTARY MUST AFFIX SEAL 1. Deed Tax 2. Mtg. Tax 3. Recording Fee. BOOK **ACKNOWLEDGEMENT FOR CORPORATION** 4. Indexing Fee 5. No Tax Fee -STATE OF ALABAMA 6. Certified Fee -83.00 County I, the undersigned authority, a Notary Public, in and for said county in said State, hereby certify that ________ whose name as ______, a 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 said 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 ______ day of ______ , 19 ____ . Notary Public My commission expires: **NOTARY MUST AFFIX SEAL** This instrument prepared by: PATRICIA SMITH/AmSouth Bank, N.A. (Name) _____ P. O. Box 11007 (Address), Birmingham, Alabama 35288 CONSUMER MORTGAGE LOANS

tien or encumbrance; and all costs incurred in the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction.



EKHIBİT "A'

LEGAL DESCRIPTION

PARCEL I

Commence at the Northeast corner of Section 35, Township 19 South, Range 3 West; thence run West along the North line of said section for a distance of 634.81 feet; thence turn 89 degrees 59 minutes 57 seconds left and run South for a distance of 254.60 feet; thence turn 89 degrees 59 minutes 57 seconds right and run Westerly 102.40 feet; thence turn 74 degrees 59 minutes 33 seconds left and run Southwesterly 47.99 feet; thence turn 39 degrees 30 minutes 28 seconds left and Southeasterly 55.52 feet to the point of beginning; thence continue on the last described course 220.00 feet; thence turn 114 degrees 44 minutes 18 seconds right and run westerly 286.38 feet; thence turn 104 degrees 25 minutes right and run Northeasterly 229.88 feet; thence turn 100 degrees 14 minutes right to the tangent of a curve to the left, said curve having a radius of 265.11 feet; thence run along the arc of said curve Southeasterly and Easterly 140.61 feet to the point of beginning.

PARCEL II

Commence at the Northeast corner of Section 35, Township 19 South, Range 3 West; thence run West along the North line of said Section for a distance of 634.81 feet; thence turn 89 degrees 59 minutes 57 seconds Rleft and run South for a distance of 254.60 feet; thence turn 89 degrees 59 minutes 57 seconds right and run Westerly 102.40 feet; thence turn 74 degrees 59 minutes 33 seconds left and run Southwesterly 47.99 feet; thence turn 39 degrees 30 minutes 28 seconds left and run Southeasterly ₹275.52 feet; thence turn 114 degrees 44 minutes 18 seconds right and run Ω Westerly 286.38 feet to the point of beginning; thence continue on the last described course 58.92 feet; thence turn 44 degrees 42 minutes 42 Seconds right and run Northwesterly 116.25 feet; thence turn 44 degrees \$\frac{1}{2}\$ minutes 42 seconds right and run Northerly 211.07 feet to a point situated on the Southeasterly right of way line of Riverchase Parkway -West said point also being situated on a curve to the left; thence turn 71 degrees 08 minutes 05 seconds right to the tangent of said curve to the left having a radius of 210.00 feet; thence run along the arc of said curve Northeasterly 27.00 feet; thence turn 51 degrees 27 minutes 31 seconds right from the tangent if extended from the last described curve and run Southeasterly 193.74 feet; thence turn 79 degrees 46 minutes right and run Southwesterly 229.88 feet to the point of beginning. Control (II At A. Smitting)。

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I CERTIFY THIS

TELEMENT WARTER

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1. Deed Tax	7.8 +6-11-5
2. Mtg. Tax 3. Recording Fee	10.00
4. Indexing Fee 5. No Tax Fee	\$ 1.60
6. Certified Fee	\$ 1.01)
Total	\$ / 5.00