

USDA-FmHA  
Form-FmHA 1927-1 AL  
(Rev. 5-92)

The form of this instrument was drafted by the Office of the General Counsel of the United States Department of Agriculture, Washington, D.C., and the material in the blank spaces in the form was inserted by or under the direction of

William R. Justice

(Name)

P.O. Box 557, Columbiana, AL 35051

(Address)

## REAL ESTATE MORTGAGE FOR ALABAMA

THIS MORTGAGE is made and entered into by \*Ophelia R. Wyatt, a/k/a Frances Ophelia Wyatt,

\*\*

unmarried; Richard T. Wyatt and wife, Karen B. Wyatt

residing in Shelby and Talladega County, Alabama, whose post office address  
\* 1265 Highway 25 South, Harpersville, 35078

is \*\*116 Hickory Street, Childersburg, Alabama 35044,

herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government,"

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s) or any shared appreciation or recapture agreement, herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
May 27, 1994	46,580.00	3 3/4%	5/27/2001

Inst # 1994-17219

05/27/1994-17219  
04:11 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
007 MCD 25.50

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument may be increased as provided in the Farmers Home Administration regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949, or any other statute administered by the Farmers Home Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower.

And this instrument also secures the recapture of any deferred principal and interest or of any interest credit and subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §§1472(g) or 1490a, respectively, or any amount due under any Shared Appreciation/Recapture Agreement entered into pursuant to 7 U.S.C. §2001.



NOW THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, and assign unto the Government, with general warranty, the following property situated in the State of Alabama, County(ies) of SHELBY and TALLADEGA

For legal description - refer to Attached Exhibit "A"

This mortgage is subject to prior mortgages as follows:

A portion of Parcel I: Mortgage to Farm Credit Bank of Texas dated this date, to be recorded in the Probate Office of Shelby County, Alabama.

Parcels I, II, III & IV: Mortgages to First National Bank of Columbiana, dated this date, to be recorded in the Probate Office of Shelby County, Alabama, and prior mortgages recorded as follows: (a) Mortgage from Richard T. Wyatt and Karen B. Wyatt to First National Bank of Columbiana, dated 3/28/91 recorded in Real 335, Page 682; (b) Mortgage from Frances Ophelia Wyatt to First National Bank of Columbiana dated 1/29/88 recorded in Real 169, Page 367, extension recorded in Real 336, Page 972; (c) Mortgage from Frances Ophelia Wyatt to First National Bank of Columbiana dated 3/28/91 recorded in Real 335, Page 687; (d) Mortgage from Richard T. Wyatt and Karen B. Wyatt to First National Bank of Columbiana dated 4/10/92 recorded in Instrument No. 1992-4271; (e) Mortgage from Richard T. Wyatt and Karen B. Wyatt to First National Bank of Columbiana dated 4/10/92 recorded in Instrument No. 1992-04273; (f) Mortgage from Richard T. Wyatt and Karen B. Wyatt to First National Bank of Columbiana dated 1/9/88, recorded in Real 169, Page 372 with extension recorded in Real 336, Page 983; (g) Mortgage from Frances Ophelia Wyatt to First National Bank of Columbiana dated 2/1/93 recorded in Instrument No. 1993-03096. (h) Mortgage from Richard T. Wyatt and Karen B. Wyatt to First National Bank of Columbiana dated 2/1/93, recorded in Instrument No. 1993-03097.

Parcel V: Mortgage to First Federal Savings and Loan Association, recorded in Book 712, Page 801 in the Probate Office of Talladega County, Alabama, and UCC No. 150059, recorded in Probate Office of Talladega County, Alabama.

Ophelia R. Wyatt is one and the same person as Frances O. Wyatt, Frances Ophelia Wyatt and Ophelia Wyatt.

Richard T. Wyatt is one and the same person as Terry Wyatt and Richard Wyatt.

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, government payments and subsidies running with the land, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.



(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property including federal and state drug enforcement laws.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, or conveying the property.

(12) Except as provided by the Farmers Home Administration regulations, neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (d) release any party who is liable under the note or for the debt from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government—whether once or often—in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future law.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.



(19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, or (d) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, national origin, handicap, familial status or age, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, national origin, handicap, familial status or age.

(21) Borrower further agrees that the loan(s) secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 CFR Part 1940, Subpart G, Exhibit M.

(22) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

(23) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, at Montgomery, Alabama 36104, and in the case of Borrower at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(24) Upon default by the Borrower as aforesaid, the Government and its assigns may take possession of the property and foreclose this mortgage by sale to the highest bidder, for cash, at the courthouse door of any county in which all or a part of the property is situated, after advertising the time, place and terms of sale once a week for three successive weeks in a newspaper of general circulation in each county in which a portion of the property is situated.

(25) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 27th day of May, 19 94.

Signed, sealed, and delivered in the presence of:

\_\_\_\_\_  
(Witness)  
\_\_\_\_\_  
(Witness)

Ophelia R. Wyatt (SEAL)  
Ophelia R. Wyatt  
Richard T. Wyatt (SEAL)  
Richard T. Wyatt  
Karen B. Wyatt  
Karen B. Wyatt

STATE OF ALABAMA

ss:

SHELBY COUNTY

ACKNOWLEDGEMENT

I, the undersigned authority, a Notary Public in and for said County, in said State, do hereby certify that Ophelia R. Wyatt a/k/a Frances Ophelia Wyatt, unmarried;

Richard T. Wyatt and wife, Karen B. Wyatt,

whose name(s) 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 seal this 27th day of May, 1994.

(SEAL)

My commission expires: 9/12/95 William R. Justice Notary Public

Exhibit "A"

Parcel I:

NW 1/4 of SW 1/4 and NE 1/4 of SW 1/4 and NW 1/4 of SE 1/4 and the NE 1/4 of the SE 1/4 of Section 9, Township 20, Range 2 East, Shelby County, Alabama.

LESS AND EXCEPT that portion conveyed to Eva Prince by instrument recorded in Deed Book 137 Page 421, more particularly described as follows: Part of the NW 1/4 of SW 1/4 of Section 9, Township 20 South, Range 2 East more particularly described as follows: Begin on West line of Alabama Highway No. 25 at a point where it crosses the North line of NW 1/4 of SW 1/4 of Section 9, Township 20 South, Range 2 East and run West along the North line of said forty acres 300 feet; thence South and parallel with the West line of said forty acres 100 feet; thence East and parallel with the North line of said 40 acres 300 feet, more or less, to the West line of said highway; thence along same in a Northerly direction 100 feet to the point of beginning; being situated in Shelby County, Alabama.

ALSO, LESS AND EXCEPT that portion conveyed to Leonard M. Wyatt, Jr. by instrument recorded in Deed Book 176, Page 193 more particularly described as follows: Begin at the Southwest corner of NW 1/4 of SW 1/4, Section 9, Township 20 South, Range 2 East, and run North 87 deg. 30 min. East 972 feet to the West right of way line of Alabama Highway No. 25; thence turn an angle of 78 deg. 15 min. to the left and run along said right of way line 305.05 feet to a point; thence turn an angle of 101 deg. 45 min. to the left and run 1033.8 feet to the West line of said 40 acres; thence turn an angle of 90 deg. to the left and run South along the West line of said 40 acres 300 feet to the point of beginning.

ALSO, LESS AND EXCEPT that portion conveyed to J. T. Spates by instrument recorded in Deed Book 207 Page 447, more particularly described as follows: Begin at a point on the North line of NW 1/4 of SW 1/4 of Section 9, Township 20 South, Range 2 East, where the same is intersected by the East right of way line of Alabama Highway No. 25 and run thence East along the North line of said forty acres and along the North line of NW 1/4 of SW 1/4 of said Section for 416 feet; thence run in a Southerly direction and parallel with the East right of way line of said Highway 210 feet; thence run West and parallel with the North line of said 40 acres 416 feet to the East right of way line of said Highway; thence run in a Northerly direction along said right of way of said Highway 210 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel II:

All of NW 1/4 of NE 1/4 of Section 9, Township 20 South, Range 2 East, in Shelby County, Alabama, EXCEPT that Part conveyed to Jerry Stone and wife, Betty Stone, being more particularly described as follows: Commence at the Northwest corner of the Northwest 1/4 of the Northeast 1/4 of Section 9, Township 20 South, Range 2 East, Shelby County, Alabama; thence proceed East along the North boundary of said 1/4 - 1/4 Section for a distance of 210 feet to the point of beginning; from this beginning point, continue East along the North boundary line of said 1/4 - 1/4 Section for a distance of 691.4 feet; thence turn an angle of 90 deg. to the right and proceed South for a distance of 315.0 feet; thence proceed West parallel to the North boundary of said 1/4 - 1/4 Section for a distance of 691.4 feet; thence proceed North for a distance of 315.0 feet to the point of beginning. The above described land is located in the Northwest 1/4 of the Northeast 1/4 of Section 9, Township 20 South, Range 2 East, Shelby County, Alabama. ALSO, EXCEPTED, is an easement for egress and ingress being 20 feet of even width, the North boundary of the Northwest 1/4 of the Northeast 1/4 and the North boundary of the Northeast 1/4 of the Northwest 1/4 of said Section, being the North boundary



of said 20 foot easement, extending West from the Northwest corner of the above tract to the East right of way line of Alabama Highway No. 25, being approximately 834 feet in length. Situated in Shelby County, Alabama.

ALSO, Commence at the Southeast corner of the NE 1/4 of the NW 1/4 of Section 9, Township 20 South, Range 2 East, Shelby County, Alabama, as a point of beginning. From this beginning point, proceed North along the East boundary of said 1/4 - 1/4 Section for a distance of 1347.04 feet; thence turn an angle of 90 deg. 11 min. to the left and proceed West for a distance of 555.85 feet to a point on the East right of way line of Alabama Highway No. 25; thence turn an angle of 64 deg. 05 min. to the left and proceed in a Southerly direction along the East right of way line of said Alabama Highway No. 25 for a distance of 497.17 feet; thence turn an angle of 117 deg. 51 min. to the left and proceed East for a distance of 418.81 feet; thence turn an angle of 118 deg. 09 min. to the right and proceed in a Southerly direction for a distance of 314.74 feet; thence turn an angle of 17 deg. 42 min. to the left and proceed South for a distance of 400.34 feet; thence turn an angle of 100 deg. to the left and proceed East for a distance of 115.4 feet; thence turn an angle of 103 deg. 15 min. to the right and proceed South for a distance of 243.58 feet to a point on the South boundary of said 1/4 - 1/4 Section; thence turn an angle of 101 deg. 47 min. to the left and proceed East along the South boundary of said 1/4 - 1/4 Section for a distance of 483.25 feet to the point of beginning. Located in the NE 1/4 of NW 1/4 of Section 9, Township 20 South, Range 2 East, Shelby County, Alabama.

ALSO, The Northwest 1/4 of Southwest 1/4 of Section 10, Township 20, Range 2 East, Shelby County, Alabama.

Parcel III:

A portion of property conveyed to Eva Prince by instrument recorded in Deed Book 137 Page 421, more particularly described as follows: Part of NW 1/4 of SW 1/4 of Section 9, Township 20 South, Range 2 East, more particularly described as follows: Begin on West line of Alabama Highway No. 25 at a point where it crosses the North line of NW 1/4 of SW 1/4 of Section 9, Township 20 South, Range 2 East and run West along the North line of said forty acres 300 feet; thence South and parallel with the West line of said forty acres 100 feet; thence East and parallel with the North line of said 40 acres 300 feet, more or less, to the West line of said highway; thence along same in a Northerly direction 100 feet to the point of beginning. Being situated in Shelby County, Alabama.

Parcel IV:

A: Commence at the Northeast corner of the W. F. Reed lot as shown by deed recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Deed Book 339, Page 956, and in the Office of the Tax Collector of Shelby County, Alabama, in Docket Book 24 Page 177, as the point of beginning; from this beginning point proceed North 51 deg. 38 min. East for a distance of 12.28 feet to a point in the West boundary of the Curtis and Joyce Strickland property as shown by the deed to said property on record in the Office of the Judge of Probate of Shelby County, Alabama, in Deed Book 262 Page 54; thence proceed South 34 deg. 40 min. East along the West boundary of the Strickland property for a distance of 139.29 feet; thence proceed South 42 deg 45 min. West for a distance of 11.2 feet to the East line of the Reed property or the State of Alabama property; thence proceed North 35 deg. 10 min. West along the East boundary of the Reed or State of Alabama tract for a distance of 140.3 feet to the point of beginning; being situated in Shelby County, Alabama. The above described land is located in the SW 1/4 of the NW 1/4 of Section 34, Township 19 South, Range 2 East, Shelby County, Alabama.

B: Commence at the Southwest corner of the SW 1/4 of the NW 1/4 of Section 34, Township 19 South, Range 2 East, Shelby County, Alabama; thence proceed North 89 deg. 00 min. East along the South boundary of the South 1/2 of the NW 1/4 of said Section for a distance of 1530.7 feet to a point on the West boundary of the Chancellor's Ferry road; thence proceed North 31 deg. 33 min. West along the West boundary of said road for a distance of 690.0 feet to the point of beginning; from this beginning point continue North 31 deg. 33 min. West along the West boundary of said road for a distance of 198.43 feet to the Southeast corner of the Pentecostal Lighthouse Inc., Church; thence turn an angle of 91 deg. 38 min. to the left and proceed Southwesterly along the South boundary of said Church and a prolongation thereto for a distance of 308.96 feet to its point of intersection with a point on the North boundary of a certain deed recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Book 262, Page 54; thence proceed East along the North boundary of said deed for a distance of 362.4 feet to the point of beginning; the above described land is located in the NW 1/4 of the NW 1/4 of Section 34, Township 19 South, Range 2 East, Shelby County, Alabama.

C: Commence at the Northwest corner of the Curtis Strickland and Joyce Strickland property located in the SW 1/4 of the NW 1/4 of Section 34, Township 19 South, Range 2 East, Shelby County, Alabama, and as shown be the deed recorded in the Office of the Judge of Probate of Shelby County, Alabama in Deed Book 262 Page 54, in the Probate Office of Shelby County, Alabama; thence proceed South 34 deg. 40 min. East along the West boundary of said Strickland tract for a distance of 60.74 feet to the point of beginning from this beginning point continue South 34 deg. 40 min. East along the West boundary of said tract for a distance of 139.29 feet; thence turn an angle of 86 deg. 48 min. 26 sec. to the left and proceed North 58 deg. 31 min. 34 sec. East for a distance of 359.12 feet to a point on the West boundary of the Chancellor's Ferry road; thence proceed West for a distance of 325.31 feet; thence proceed South 48 deg. 30 min. West for a distance of 20.0 feet; thence proceed South 51 deg. 38 min. West for a distance of 62.03 feet to the point of beginning. The above described land is located in the SW 1/4 of the NW 1/4 of Section 34, Township 19 South, Range 2 East, Shelby County, Alabama.

Parcel V:

Lot 3, of the Woodland Heights Estates, First Addition, located in the SE 1/4 of the SW 1/4 of Section 9, Township 20 South, Range 3 East and the NE 1/4 of the NW 1/4 and the NW 1/4 of the NE 1/4 of Section 16, Township 20 South, Range 3 East, Talladega County, Alabama, all as set forth in the survey by Ray, Peoples & White dated June, 1979, recorded in Plat Book 6, at page 49; being situated in Talladega County, Alabama.

Signed for Identification:

Ophelia R. Wyatt  
Ophelia R. Wyatt

Richard T. Wyatt  
Richard T. Wyatt

Karen B. Wyatt  
Karen B. Wyatt

Inst # 1994-17219

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