STPBH-5939 (200)

THIS INSTRUMENT PREPARED BY:
James F Henderson Jr. County Property Mgr
A-200 Jefferson County Courthouse
716 Richard Arrington Jr Blvd North
Birmingham, AL 35203





20240515000143190 1/6 \$38.00 Shelby Cnty Judge of Probate, AL 05/15/2024 08:55:40 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of Twenty-Five Thousand Nine Hundred Dollars (\$25,900.00) cash in hand paid by Shelby County, the receipt whereof is hereby acknowledged, the undersigned, Carol L. Wallace, does hereby grant, bargain, sell and convey unto the said Shelby County, its successors and assigns, a right-of-way and easement for public purposes, including a public road and appurtenances, including drainage facilities, underground water and sewer lines and other public utilities and devices both below and above ground. Said right-of-way being located in Shelby County, Alabama and described as follows, to-wit:

A parcel of Right-of-Way being more particularly described as follows:

Commence at the Southwest Corner of the Southwest ¼ of the Southwest ¼, Section 3, Township 19 South, Range 2 West and run easterly along the south line of said quarter-quarter Section for a distance of 1004.07 feet; thence turn left an angle 126°36′00" and run northwesterly for a distance of 194.56 feet to the point of beginning of a curve to the right having a central angle of 44°37′01.11" and a radius of 1900 feet; thence run northwesterly along the arc of said curve for a distance of 570.95 feet to the Point of Beginning of a variable width Right-of-Way being bound on the southwesterly side by the currently existing Right-of-Way of Caldwell Mill Road and being bound on the northeasterly side by a line lying 88 feet northeasterly of and parallel to the following described line; thence continue northwesterly along the arc of said curve for a distance of 176.00 feet, more or less, to an intersection with a southwesterly projection of the Grantors northerly property line and the end of this Right-of-Way.

The outer boundaries of said Right-of-Way being extended or trimmed as necessary to terminate at the property line of the grantor.

All of said Right-of-Way lies in the SW ¼ of the SW ¼ of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama and is part of Lot 159-A, according to the resurvey of Lots 159, 160 & 161, Phase Two, Caldwell Crossings, 2nd Sector, as recorded in Map Book 32, Page 60, in the Probate Office of Shelby County, Alabama and contains, 0.144 acres, more or less.

For the consideration aforesaid, the undersigned do grant, bargain, sell and convey unto said County the right and privilege of a perpetual use of said lands for such public purpose, together with all rights and privileges necessary or convenient for the full use and enjoyment thereof, including the right of ingress to and egress from said strip and the right to cut and keep clear all trees, undergrowth and other obstructions on the lands of the undersigned adjacent to said strip when deemed reasonably necessary for the avoidance of danger in and about said public use of said strip, and the right to prohibit the construction or maintenance of any improvement or obstruction on, over, across or upon said area herein conveyed without the written permission from Shelby County.

In consideration of the benefit to the property of the undersigned by reason of the construction of said improvement, the undersigned hereby release Shelby County, the State of Alabama, and/or the United States of America, and/or any of their agents, from all damages present or prospective to the property of the undersigned arising or resulting from the construction, maintenance and repair of said improvement, and the undersigned do hereby admit and acknowledge that said improvement, if and when constructed, will be a benefit to the property of the undersigned.

The undersigned covenant with said Shelby County that the undersigned are seized in fee-simple of said premises and have a good right to sell and convey the same and that the same are free from all encumbrances, and the undersigned will warrant and defend the title to the aforegranted strip of ground from and against the lawful claims of all persons whomsoever.

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IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, all on this Hori , 2024.

Carol L. Wallace (SEAL) Seals, ALABAMAN ALAB

STATE OF ALABAMA)

SHELBY COUNTY)

I, THE UNDERSIGNED AUTHORITY, in and for said County, in said State, hereby certify that Carol L. Wallace whose name(s) is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, executed the same voluntarily on the date the same bears date.

Given under my hand and official seal, this 4 day of April, 2024.

> Vanessa L. Bice Notary Public, Alabama State At Large My Commission Expires June 3, 2025

Real Estate Sales Validation Form

This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1

This	Document must be filed in accor	dance with Code of Alabama 19	75, Section 40-22-1								
Grantor's Name	Carol L. Wallace	Grantee's Name	Shelby County, Alabama								
Mailing Address	3341 Crossings Court	Mailing Address	200 West College Street								
	Birmingham, Alabama 35242		Columbiana, Alabama 35051								
	,	Data of Sale	4142024								
Property Address		Total Purchase Price	\$ 25,900.00								
	3341 Crossings Court	or	Ψ								
	Birmingham, Alabama 35242	Actual Value	\$								
		or									
Assessor's Market Value \$											
The purchase price or actual value claimed on this form can be verified in the following documentary											
evidence, (check o	one) (Recordation of docum	entary evidence is not requi	I DU /								
Bill of Sale		Appraisal									
Sales Contra	ct	Other	20240515000143190 3/6 \$38.00								
Closing State			Shelby Cnty Judge of Probate, AL 05/15/2024 08:55:40 AM FILED/CERT								
	de sous and proposited for rece	ordation contains all of the re	equired information referenced								
If the conveyance	document presented to reci	Ji dalioni contanio an or are									
above, the filing o	f this form is not required.										
		Instructions	ereene convoving interest								
Grantor's name a	nd mailing address - provide	the name of the person or p	ersons conveying interest								
to property and th	eir current mailing address.										
Grantee's name a to property is bein	and mailing address - provide ng conveyed.	the name of the person or the	persons to whom interest								
•	- the physical address of the	property being conveyed, if	available.								
Date of Sale - the	e date on which interest to the	e property was conveyed.									
Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.											
Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.											
ilicerisca apprais		determined the current estim	mate of fair market value,								
If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).											
_		of that the information conta	ined in this document is true and orm may result in the imposition								
accurate I furthe	er understand that any false s dicated in <u>Code of Alabama</u>	1975 § 40-22-1 (h).									
_		Print Carol L.	Wallace								
Date 4/4/20	<u>4</u> 7										
		Sign Coul	Malace ntee/Owner/Agent) circle one								
Unattested	(verified by)	(Grantor/Gra	ntee/Owner/Agent) circle one								
	(**************************************		Form RT-1								

eForms



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Prepared by or under the supervision of:

Jason Pike
Cadence Bank
2778 West Jackson Street
Tupelo, Mississippi 38801

PARTIAL SATISFACTION OF RECORDED MORTGAGE

THE STATE OF ALABAMA COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, CADENCE BANK, (hereinafter "Current Mortgagee") is the Holder and Owner of the Indebtedness and the following described mortgage:

That certain Mortgage executed by Carol Lynn Wallace, a single woman (whether one or more "Mortgagor"), to BancorpSouth Bank on October 25, 2016, which said mortgage was recorded in the office of the Judge of Probate of SHELBY County on November 14, 2016, in Instrument #20161114000417360.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Current Mortgagee does remise, release, quit-claim, exonerate and discharge from the lien and operation of the Mortgage unto Mortgagor, its heirs and assigns, all that piece, parcel or tract of land, being a part of the premises conveyed by said Mortgage, to-wit:

Parcel of Right-of-Way described in Exhibit "A" which is incorporated herein and attached hereto.

FURTHER, this Partial Satisfaction of Recorded Mortgage shall in no way impair or release the lien in the Mortgage covering the parcel of land described in Exhibit B.

TO HAVE AND TO HOLD the same Parcel of Right-of-Way (Exhibit A), with the appurtenances, unto Mortgagor, its heirs and assigns forever, freed, exonerated and discharged of and from the lien of the Mortgage, and every part thereof; provided always, nevertheless, that nothing herein contained shall in anywise impair, alter or diminish the effect, lien or encumbrance of the aforesaid Mortgage on the remaining part of said mortgage premises not hereby released therefrom and described above as Parcel of land in Exhibit B, or any of the rights and remedies of the Current Mortgagee as the holder thereof.

in Witne	ess Whered	f, the un	dersigned	in the	capacity	stated	has caused	these	presents	to be
executed this										

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CADENCE BANK

Signature:

Printed Name: Jasøn Pike

Capacity: Senior Vice President

STATE OF MISSISSIPPI COUNTY OF Lee

§ §

BEFORE ME, the undersigned authority, on this day personally appeared Jason Pike, in his capacity as Senior Vice President of Cadence Bank, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is the authorized representative of Cadence Bank, that he has signed the Partial Satisfaction of Recorded Mortgage on behalf of Cadence Bank, for the purposes and consideration therein expressed and in the capacity therein stated; and that he has authority on behalf of Cadence Bank to sign this agreement.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13 day of March 2024.

(Seal)

NOTARY PUBLIC IN AND FOR THE STATE OF MISSISSIPPI

Return to:

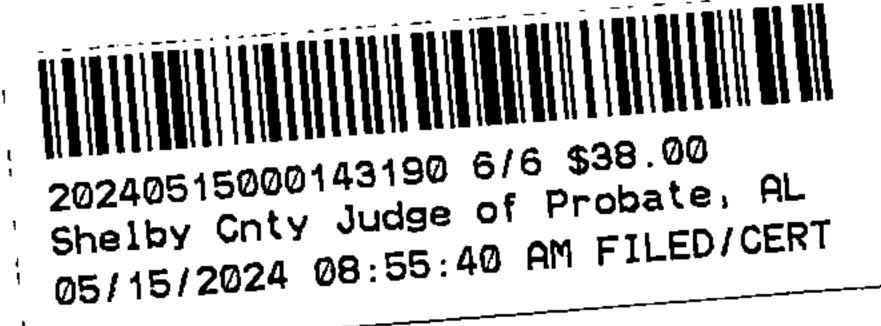


EXHIBIT "A"

A parcel of Right-of-Way being more particularly described as follows:

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