

THE STATE OF ALABAMA,  
Shelby County.

140

19801105000126000 Pg 1/2 .00  
Shelby Cnty Judge of Probate, AL  
11/05/1980 00:00:00 FILED/CERTIFIED

This Deed of Mortgage, made and entered into on this, the 31st day of October, 1980  
between Sharon V. Gill and husband, Johnny Gill

the party of the first part, and First National Bank of Columbiana, Columbiana, Ala., party of the second part.

WITNESSETH, that the party of the first part being indebted to the party of the second part in the sum of \$29,200.00  
Twenty-nine thousand two-hundred and no/100. . . . . DOLLARS,  
together with interest as set out in said note  
due by one promissory note(s) of this date in the amount of \$29,200.00 together with  
interest from date as set out in said note and due March 13, 1981

and being desirous of securing the payment of the same, and in consideration thereof, have granted, bargained, sold and  
conveyed and by these presents do they grant, bargain, sell and convey to the said party of the second part the property  
hereinafter described — that is to say, situated in the County of Shelby, in the State of Alabama, and  
more particularly known as

Commence at the Southeast corner of the SW<sup>1</sup>/<sub>2</sub> of the SW<sup>1</sup>/<sub>2</sub>, Section 3, Township 22  
South, Range 1 East, thence run West along the South line of said Section 3 a  
distance of 897.79 feet to a point 330.00 feet East of the East right-of-way  
line of Shelby County Hwy. No. 145; thence turn an angle of 105 degrees 08  
minutes 38 seconds to the right and run parallel with the said Hwy No. 145 a  
distance of 468.21 feet to the point of beginning; thence continue in the same  
direction, and parallel with said Hwy., a distance of 216.90 feet; thence turn  
an angle of 74 degrees 51 minutes 22 seconds to the right and run a distance  
of 687.47 feet; thence turn an angle of 21 degrees 16 minutes 29 seconds to  
the right and run a distance of 25.00 feet to a point on the East line of said  
1-1 Section; thence turn an angle of 21 degrees 15 minutes 29 seconds to the  
right and run along said East line a distance of 186.50 feet; thence turn an  
angle of 91 degrees 55 minutes 13 seconds to the right and run a distance of  
760.26 feet to the point of beginning. Subject to 40.00 foot easement off the  
East end. Situated in the SW<sup>1</sup>/<sub>2</sub> of the SW<sup>1</sup>/<sub>2</sub>, Section 3, Township 22 South,  
Range 1 East, Shelby County, Alabama, and containing 3.50 acres.  
Situated in Shelby County, Alabama.

BOOK 407 PAGE 421

This mortgage paid in full and satisfied  
30 day of MARCH 1981  
BY [Signature]  
FIRST NATIONAL BANK OF COLUMBIANA

First National Bank of Columbiana  
P. O. Box 977, Columbiana, AL 35051

TO HAVE AND TO HOLD to the said party of the second part, its successors and assigns, forever. But this Deed is intended to operate as a Mortgage and is subject to the following condition -- that is to say, if the party of the first part shall pay and satisfy the debt above described and any other indebtedness to the owner or holder hereof as described on page 1 of this mortgage at the time or before the same falls due, then this conveyance shall be null and of no effect; but on default of the payment of any installment of the indebtedness or the interest thereon secured hereby, all of the indebtedness shall become due and payable, then the said party of the second part, its successors, or assigns, may take the above described property into possession, and having or not having the same in possession, may sell the same to the highest bidder, at public auction at Columbiana, Alabama, for cash, having advertised such sale in some newspaper published in said County by three weekly insertions, or by posting at three public places in said County for not less than twenty days at the option of the mortgagee, and execute titles to the purchaser at said sale, and shall apply the proceeds to the payment of the expenses incident to said sale, including all costs of collection, taking possession of and caring for said property, and all attorney's fees, and the payment in full of the said demand hereby secured, and pay over the remainder, if any, to the said party of the first part. And it is further agreed that the mortgagee may buy the above described property at said sale, and the auctioneer crying the same may execute titles to the purchaser. It is further agreed that the party of the first part shall insure the buildings on said property in some good and responsible fire insurance company for a sum equal to the indebtedness hereby secured, with loss, if any, payable to the party of the second part as their interest may appear. And said party of the first part agrees to regularly assess said property, and pay all taxes on the same which may become due on said property during the pendency of this mortgage.

It is further agreed that if the said party of the first part shall fail to assess said property and pay taxes on same, or to insure said buildings, then the said party of the second part may pay the same and take out said insurance, and this conveyance shall stand at security for the same.

We further certify that the above property has no prior lien or encumbrance thereon.

Witness OUR hand S and Seal S, the day and year above written.

Signed, Sealed, and Delivered in the Presence of

Johnny Gill  
Sharon V. Gill  
Sign \_\_\_\_\_

CAUTION - IT IS IMPORTANT THAT YOU READ THIS CONTRACT BEFORE YOU SIGN IT.  
Johnny Gill (L. S.)  
Sharon V. Gill (L. S.)  
\_\_\_\_\_  
(L. S.)

BOOK 407 PAGE 422

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1980 NOV -5 AM 10:34

Mtg. tax - 43.80  
Rec. 300  
Ind. 100  
47.80

This mortgage paid in full and satisfied this  
30 day of March 1981  
BY W and W for said County  
FIRST NATIONAL BANK OF COLUMBIANA  
REC'D & FILED NOV 22 4 P. 401 ATTY. IN FACT

THE STATE OF ALABAMA  
Shelby County.

I, the undersigned, a Notary Public  
hereby certify that Sharon V. Gill and husband, Johnny Gill  
whose names 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 this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand, this 31st day of October 1980

John B. ...  
Notary Public  
Shelby County, Alabama

19801105000126000 Pg 2/2 .00  
Shelby Cnty Judge of Probate, AL  
11/05/1980 00:00:00 FILED/CERTIFIED

MORTGAGE

TO \_\_\_\_\_

THE STATE OF ALABAMA,  
Shelby County

I, \_\_\_\_\_  
Judge of Probate for said County, hereby certifies  
that the following privilege tax has been paid on the  
within instrument as required by Acts 1902 and 1908  
— viz: \_\_\_\_\_  
\$ \_\_\_\_\_ cents \_\_\_\_\_  
Judge of Probate

Recording \_\_\_\_\_  
Certificate \_\_\_\_\_  
THE STATE OF ALABAMA,  
Shelby County

Judge of Probate

No. \_\_\_\_\_, on pages \_\_\_\_\_  
in Mortgage Record, Vol. \_\_\_\_\_  
of \_\_\_\_\_, 19\_\_\_\_ day  
and duly recorded on the \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., on the \_\_\_\_\_  
that the within Mortgage was filed in my office for  
record at \_\_\_\_\_