



22-85

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Shelby Cnty Judge of Probate, AL  
11/12/1980 00:00:00 FILED/CERTIFIED

MORTGAGE DEED

THE STATE OF ALABAMA,  
Shelby County.

355-

This Deed of Mortgage, made and entered into on this, the 31st day of October, 19 80  
between Homer Etress and wife, Ester V. Etress

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 \$11,842.20  
Eleven-thousand eight-hundred forty-two and 20/100. . . . . DOLLARS,  
due by one promissory note(s) of this date 60 monthly installments of \$197.37 each; the  
first installment due the 1st day of December, 1980, and one installment due the 1st  
day of each successive month thereafter until said indebtedness is paid in full.

and being desirous of securing the payment of the same, and in consideration thereof, ha vs 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 $\frac{1}{4}$  of the NE $\frac{1}{4}$ , Section 13, Township 24,  
North, Range 15 East, thence run North along the East line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section a  
distance of 212.79 feet; thence turn an angle of 79 degrees 00 minutes to the  
left and run a distance of 26.30 feet; thence turn an angle of 101 degrees 01  
minutes 56 seconds to the left and run a distance of 96.00 feet to the point of  
beginning; thence continue in the same direction a distance of 75.04 feet;  
thence turn an angle of 88 degrees 00 minutes to the right and run a distance of  
127.38 feet; thence turn an angle of 90 degrees 00 minutes to the right and run  
a distance of 75.00 feet; thence turn an angle of 90 degrees 00 minutes to the  
right and run a distance of 130.00 feet to the point of beginning. Situated in  
the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$ , Section 13, Township 24 North, Range 15 East, Shelby County,  
Alabama.

Situated in Shelby County, Alabama.

FILED IN FULL AND  
day of Mar h 19 81  
FIRST NATIONAL BANK OF COLUMBIANA  
FILED IN VOL 224 P. 491 ATTY. IN FACT

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

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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 3 and Seal S, the day and year above written.

Signed, Sealed, and Delivered in the Presence of  
I acknowledge receipt of a copy of  
this instrument.

Sign Homer E. Etrass

Ester V. Etrass

CAUTION--IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS  
CONTRACT BEFORE YOU SIGN IT.

Homer E. Etrass (L. S.)

Ester V. Etrass (L. S.)

(L. S.)

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

1980 NOV 12 AM 9:49

Thomas P. [Signature]  
JUDGE OF PROBATE

HTG TAX 17.85  
Dec 3.00  
Jud 1.00  
21.85

this mortgage paid in full and satisfied this  
the 20 day of MARCH 1981  
BY [Signature] FIRST NATIONAL BANK OF COLUMBIANA  
BY [Signature] ATT. IN FACT  
SEE P/A FILED VOL. 224 P. 401

THE STATE OF ALABAMA  
Shelby County.

I, a Notary Public, the undersigned, in and for said County  
hereby certify that Homer Etrass and wife, Ester V. Etrass

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 this conveyance, they executed the same voluntarily on  
the day the same bears date.

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

My Commission Expires August 1, 1982

MORTGAGE

TO

THE STATE OF ALABAMA,  
Shelby County

I, Judge of Probate for said County, hereby certifies  
that the within Mortgage was filed in my office for  
record at o'clock M., on the day of 19

and duly recorded on the day of 19

in Mortgage Record, Vol. on pages

Judge of Probate

Recording

Certificate

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

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