

MORTGAGE DEED

19801120000132930 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
11/20/1980 00:00:00 FILED/CERTIFIED

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 18th day of November, 1990
between Charles L. Boyles, an unmarried man, and Terri Hartsfield, an unmarried
woman

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 (318,227.24)
Eighteen thousand two hundred twenty seven and 24/100 - - - - - DOLLARS,
due by one promissory note(s) of this date with interest thereon to be paid as set out
in said note with both principal and interest being due on May 18, 1991

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 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

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Commence at the SW corner of NE $\frac{1}{4}$ of SW $\frac{1}{2}$ of Section 8, Township 22, Range 1 West;
thence run East along the South boundary of said $\frac{1}{4}$ $\frac{1}{4}$ Section 420 feet; thence
~~continue in the same direction, along said line a distance of 360 feet to the~~
point of beginning of the lot herein described; thence run North parallel with
the West boundary of said $\frac{1}{4}$ $\frac{1}{4}$ Section a distance of 150 feet to a point; thence
run East parallel with the south boundary of said $\frac{1}{4}$ $\frac{1}{4}$ Section a distance of 120
feet; thence run South parallel with said West boundary of said $\frac{1}{4}$ $\frac{1}{4}$ Section a
distance of 150 feet to the South boundary line of said $\frac{1}{4}$ $\frac{1}{4}$ Section; thence
run West along the South line of said $\frac{1}{4}$ $\frac{1}{4}$ Section a distance of 120 feet to
the point of beginning.

\$ 4.00 fee
27.00
31.00

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

Signed, Sealed, and Delivered in the Presence of

CAUTION: IT IS THE POLICY OF THE STATE OF ALABAMA TO RECORD CONTRACTS.

Charles L. Boyles (L. S.)
Terri S. Hartsfield (L. S.)
STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1980 NOV 20 AM 10:19 (L. S.)

Frances Hardy
JUDGE OF PROBATE

Mtg. 27.45
Rec. 3.00
Ind. 1.00
31.45

THE STATE OF ALABAMA
Shelby County.

I, the undersigned, a Notary Public in and for said County
hereby certify that Charles L. Boyles, an unmarried man, and Terri Hartsfield, an
unmarried woman

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 18 day of November, 1980

My Commission Expires September 8, 1983

MORTGAGE

TO

THE STATE OF ALABAMA,
Shelby County

I, Judge of Probate for said County, hereby certify
that the within Mortgage was filed in my office for
record at o'clock M. on the 18 day of November, 1980

and duly recorded on the 18 day of November, 1980
in Mortgage Record, Vol. , on pages
No.

Judge of Probate

Recording

Certificate

THE STATE OF ALABAMA,

Shelby County

I, Judge of Probate for said County, hereby certify
that the following privilege tax has been paid on the
within instrument as required by Acts 1902 and 1903
— viz: cents

Judge of Probate

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