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19810610000063980 Pg 1/2 .00  
Shelby Cnty Judge of Probate, AL  
06/10/1981 00:00:00 FILED/CERTIFIED

THE STATE OF ALABAMA,  
Shelby County.

This Deed of Mortgage, made and entered into on this, the 13th day of May, 19 81  
between William Boyd Massey and wife, Billie Ruth Massey

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 \$84,367.88  
Eight four thousand three hundred sixty-seven and 88/100 -----DOLLARS,  
due by One promissory note(s) of this date 96 monthly installments of \$878.83 each,  
first installment due the 12th day of June, 1981 and one installment thereafter  
~~until said indebtedness is paid in full.~~

and being desirous of securing the payment of the same, and in consideration thereof, ha<sup>ve</sup> granted, bargained, sold and  
conveyed and by these presents do es 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

Parcel 1: Commence at the NW corner of SW 1/4 of NW 1/4 of Section 23, Township 21  
South, Range 3 West; thence run South 87 deg. 22.6 min. East a distance of 291.05  
feet to the point of beginning; thence continue South 87 deg. 22.6 min. East a  
distance of 1032.33 feet to the West right-of-way line of Shelby County Highway No.  
119; thence turn an angle of 91 deg. 52 min. to right and run a distance of 210.26  
feet to a point on the West right-of-way line of said Highway; thence turn an angle  
of 86 deg. 43 min. to the right and run a distance of 798.95 feet; thence turn an  
angle of 1 deg. 25 min. to the right and run a distance of 217.00 feet; thence turn  
an angle of 87 deg. 34 min. to the right and run a distance of 230.00 feet to the  
point of beginning; situated in the SW 1/4 of NW 1/4 of Section 23, Township 21 South,  
Range 3 West, Shelby County, Alabama and containing 5 acres. EXCEPT Highway No. 119  
right of way.

PARCEL II; Lots 7 and 8, in Block 11, according to Survey and Map made by H. W.  
Cannon, a registered surveyor and filed in the Probate Office of Shelby County,  
Alabama, on May 10, 1955, and recorded in Map Book 3, Page 156, in said Probate  
Office, which said Map is entitled "Alabaster Gardens", being a subdivision of part  
of the South half of SW 1/4 of Section 35, Township 20, Range 3 West, Shelby County,  
Alabama.

*Cukata Valley Branch  
First National Bk. of Columbiana  
O.D. 43363  
Blam. 35-243*

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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 their 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  
I hereby acknowledge a receipt  
of a copy of this instrument.

you thoroughly read this instrument  
carefully before you sign it (L. S.)

Billie Ruth Massey  
William Boyd Massey

Billie Ruth Massey  
William Boyd Massey (L. S.)

STATE OF ALABAMA, SHELBY CO.  
I CERTIFY THIS  
1981 JUN 10 AM 9:20  
Thomas P. Brundage, Jr.  
JUDGE OF PROBATE

Mtg. 126.60  
Rec. 3.00  
Insul. 1.00  
130.60

THE STATE OF ALABAMA  
Shelby County.  
I, a Notary Public in and for said County  
hereby certify that William Boyd Massey and wife, Billie Ruth Massey

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 13th day of May, 19 81

Michael S. Hill

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Shelby Cnty Judge of Probate, AL  
06/10/1981 00:00:00 FILED/CERTIFIED

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.  
No. , 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