

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 29th day of June, 1981
between Jackie Ray Shirley and wife, Beverly Shirley

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 \$7,495.20
Seven-thousand four-hundred ninety-five and 20/100----- DOLLARS,
due by one promissory note(s) of this date 60 equal monthly installments in the amount
of \$124.92 each, the first installment due August 10, 1981, and one installment due
the 10th 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 ve 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

A part of the East $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 30, Township 19, Range 1 East, more
particularly described as follows: Commence at a point 120 feet West of the
center of said Section 30 and run thence West 660 feet to a point; thence run
North 1452 ft. to the South right-of-way line of U.S. Highway 91, also known as
the Florida Short Route, now U. S. Highway Number 280, for a point of beginning;
thence run Easterly and Southeasterly along the South boundary of said highway
for 300 ft. to a point; thence turn to the right and run South along the East
boundary of grantors' property a distance of 200 ft. to a point; thence turn to
the right and run Westerly parallel with the Southern boundary of said quarter-
quarter section a distance of 300 ft., more or less, to a point which is due
South of the point of beginning and located on the Western boundary line of
grantor Lula Shirley Fowler's property; thence turn to the right and run Northerly
to point of beginning.

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

Jackie Ray Shirley
Beverly Shirley

Jackie Ray Shirley (L. S.)
Beverly Shirley (L. S.)

(L. S.)

BOOK 413 PAGE 730

STATE OF ALABAMA, SHELBY CO.
NOTARY PUBLIC
1981 JUL -1 AM 8:49
Thomas C. Steward, Jr.
JUDGE OF PROBATE

Notg. tax - 1125
Rec. 300
Ind. 100
1525-

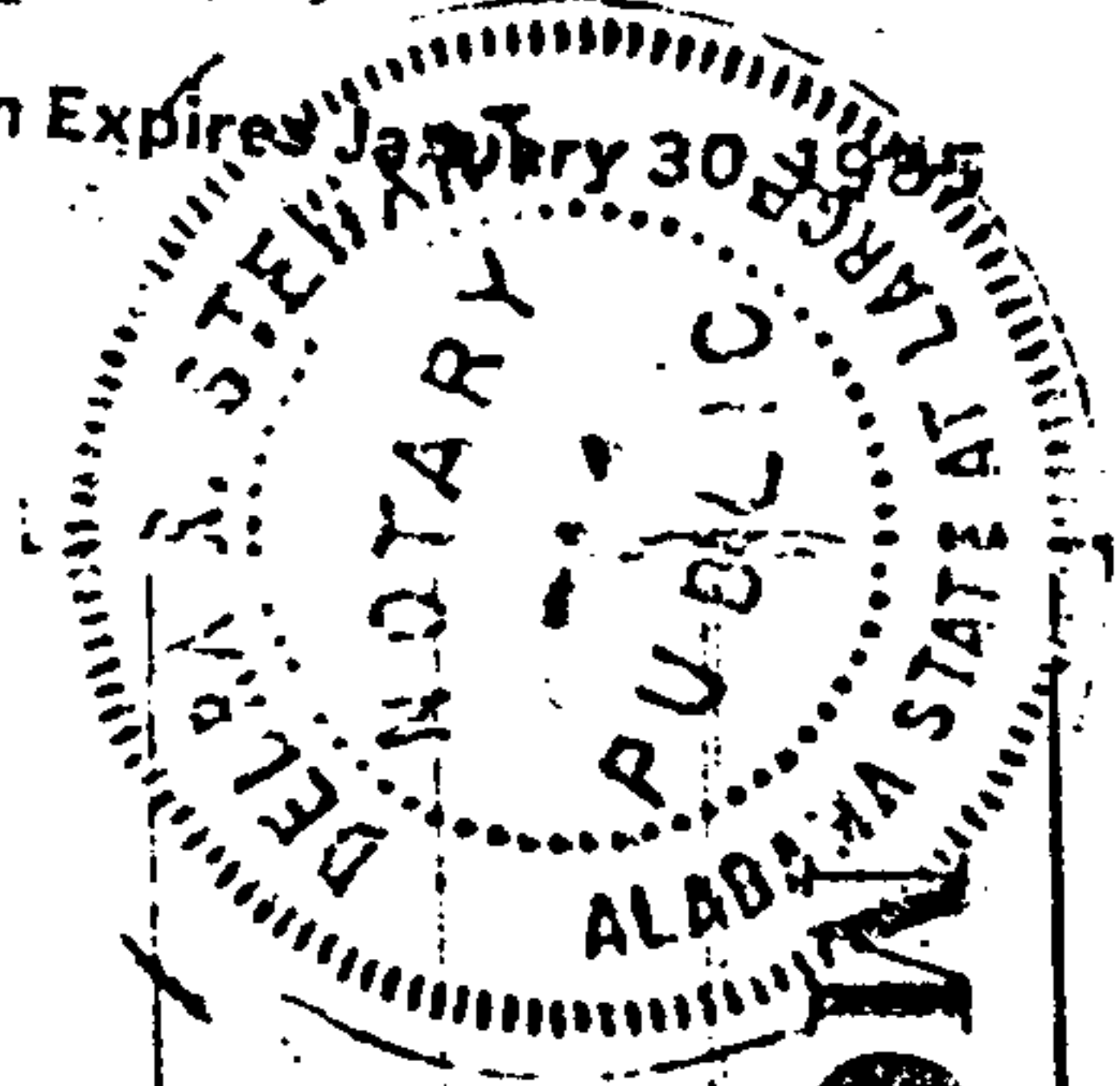
THE STATE OF ALABAMA
Shelby County.

19810701000072250 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
07/01/1981 00:00:00 FILED/CERTIFIED

I, the undersigned, a Notary Public in and for said County
hereby certify that Jackie Ray Shirley and wife, Beverly Shirley
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 29th day of June, 19 81

Debra B. Steward
My Commission Expires January 30, 1985



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

_____ day of _____, 19 _____

and duly recorded on the _____ day of _____, 19 _____

of _____

in Mortgage Record, Vol. _____

No. _____, on pages _____

MORTGAGE