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19811113000121630 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
11/13/1981 00:00:00 FILED/CERTIFIED

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 11th day of November, 1981
between Phillip R. Mann and wife, Mary W. Mann

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 \$10,070.15
Ten-thousand seventy and 15/100-----DOLLARS,
together with interest from date as set out in said note
due by one promissory note(s) of this date in the amount of \$10,070.15 together with
interest from date as set out in said note and due April 19, 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

A portion of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 10, Township 21 South, Range 1 East,

more particularly described as follows: Begin at the NE corner of Section 10,

Township 21 South, Range 1 East and run Southerly along the East side of the
said Section for 676.07 feet to the point of beginning. Then continue Southerly
along the East side of the said Section for 258.72 feet to a point on the West
80 foot right-of-way of Shelby County Road No. 9 (said right-of-way being a
circular curve concave Southeasterly and having a radius of 1950.35 feet).

Then turn an angle to the chord of said curved Section of said R.O.W. of 7
degrees 30 minutes 43 seconds to the right and run 500.13 feet along said chord.
Then turn an angle from the said chord of 7 degrees 21 minutes 59 seconds to the
left and run Southerly along the West 80 foot R.O.W. of said County Road No. 9
for 1239.86 feet to a point on the South side of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said
Section 10; then turn an angle of 90 degrees 36 minutes 36 seconds to the right
and run Westerly along said $\frac{1}{4}$ - $\frac{1}{4}$ line for 1276.41 feet to the SW corner of the
said $\frac{1}{4}$ - $\frac{1}{4}$; then turn an angle of 89 degrees 22 minutes 06 seconds to the right
and run Northerly along the West side of the E $\frac{1}{2}$ of the NE $\frac{1}{4}$ for 1947.34 feet;
then turn an angle of 88 degrees 26 minutes 27 seconds to the right and run
Easterly along a fence for 325.28 feet; then turn an angle of 00 degrees
11 minutes 17 seconds to the right and run Easterly for 1015.67 feet back to
the point of beginning.

Situated in Shelby County,, Alabama.

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.

I signed, Sealed, and Delivered in the Presence of
a knowledge receipt of a copy of
this instrument.

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

Sign

Phillip R. Mann
Mary W. Mann

Phillip R. Mann (L. S.)
Mary W. Mann (L. S.)
_____ (L. S.)

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

1981 NOV 13 AM 9:16

Thomas A. Shoultz, Jr.
JUDGE OF PROBATE

Inty. 15.15
Recd. 3.00
Ind. 1.00
19.15

THE STATE OF ALABAMA
Shelby County.

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I, the undersigned, a Notary Public _____ for said County
hereby certify that Phillip R. Mann and wife, Mary W. Mann

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 11th day of November

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. _____
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 1909
-- viz: _____

\$ _____ cents

Judge of Probate