

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 28th day of December, 19 81
between Jimmy C. Fancher and wife, Laura Fancher

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 Nine Thousand Six Hundred Twenty-Six and 40/100----- DOLLARS,

due by One promissory note(s) of this date due in 36 monthly installments of \$267.40

each, the first installment due the 25th of January, 1982 and one installment thereafter until said indebtedness is paid in full.

and being desirous of securing the payment of the same, and any other indebtedness to the owner or holder hereof, whether heretofore or hereafter incurred, and whether or not of the same general kind of indebtedness as that secured by this mortgage, and whether the makers of this mortgage owe said other indebtedness as makers, endorsers or otherwise, in consideration thereof, ha VE 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

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A lot situated in the NW 1/4 of the NW 1/4 of Section 29, Township 19 South, Range 1 East, Shelby County, Alabama and being more particularly described as follows:

Commence at the NE corner of said NW 1/4 of NW 1/4 of Section 29, Township 19 South, Range 1 East; thence run in a Southerly direction along the East line of said 1/4-1/4 Section a distance of 380.77 feet to the point of beginning; thence continue along the same said course a distance of 135 feet; thence turn 62 deg. 00' to the right and run a distance of 100 feet; thence turn 93 deg. 00' to the right and run 25 feet to a point; thence turn 88 degrees 45' to the right and run 165 feet to the point of beginning.

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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 fail to satisfy the debt above described and any other indebtedness to the owner or holder hereof as described on page 1 hereof, then this conveyance shall be null and of no effect; but in 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 in Columbiana, Alabama, for cash, having advertised such sale in some newspaper published in said County by three consecutive 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 and the full of the said demand hereby secured, including any other indebtedness as described on page 1 hereof, and pay over the balance, 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 insured. If no such 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 the mortgagee 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.

CAUTION: It is intended that you thoroughly read this instrument carefully before you sign it.

Jimmy C. Fancher
Laura Fancher

Jimmy C. Fancher
Laura Fancher

NOTARIAL PUBLIC
I HEREBY CERTIFY THAT
THE ABOVE IS A TRUE AND CORRECT
COPY OF THE ORIGINAL AS FILED
1982 JAN -8 AM 9:11
Thomas R. Brumfield, Jr.
NOTARY PUBLIC

Mtg TAX 14.55
Rec 3.00
Jud 1.00
T 8.55

THE STATE OF ALABAMA
Shelby County.

I, a Notary Public in and for said County
hereby certify that Jimmy C. Fancher & Wife, Laura Fancher

whose names are assigned 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 28th day of December, 1981

Michael E. Hill

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
No. 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