

581

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 8th day of February, 1982
between George R. Burton, Sr. and wife, Mary Nell Burton

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 \$15,920.18
Fifteen-thousand nine-hundred twenty and 18/100 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 \$15,920.18 together with
interest from date as set out in said note and due August 7, 1982

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, 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 part of the E½ of SW¼, Section 13, Township 22 South, Range 1 West,
described as follows: To find the point of beginning, start at the NE corner of
SE¼ of NW¼; thence South along the East line of said SE¼ of NW¼ a distance
of 212.5 feet to a point; thence South 44 degrees 30 minutes West a distance
of 824.5 feet to a point; thence South 84 degrees 30 minutes West a distance
of 1450.5 feet to a point on the center line of the L & N Railroad a distance
of 2825.6 feet, more or less, to a point on the North line of a public road;
thence Eastwardly along the North line of said public road a distance of 520.5
feet to a point which is the point of beginning; thence Northwardly at a
deflection angle of 87 degrees 44 minutes to the left a distance of 409.6
feet to a point; thence Eastwardly at a deflection angle of 82 degrees 16
minutes to the right a distance of 35 feet to a point; thence Southeastwardly
at a deflection angle of 47 degrees 29 minutes to the right a distance of
131.9 feet to a point; thence Southwardly at a deflection angle of 34 degrees
54 minutes to the right a distance of 332.2 feet, more or less, to a point on
the North line of a public road; thence Westwardly with a deflection angle of
102 degrees 47 minutes to the right along the North line of said public road
a distance of 223.8 feet to the point of beginning, and containing 1.45 acres,
more or less. There is excepted rights of ways or easements now existing, if
any.

Situated in Shelby County, Alabama.

BOOK 418 PAGE 360

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, including any other indebtedness as described on page 1 hereof, 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 as 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 acknowledge receipt of a copy of
this instrument.

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

Signed George R. Burton, Sr.

George R. Burton, Sr. (L. S.)

Mary Nell Burton (L. S.)

Mary Nell Burton

(L. S.)

STATE OF ALABAMA, SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED

1982 FEB 17 AM 9:02

Thomas A. Stewart, Jr.
JUDGE OF PROBATE

Intg. 24.00
Rec. 3.00
Ind. 1.00
28.00

BOOK 418 PAGE 361

THE STATE OF ALABAMA
Shelby County.

I, the undersigned, a Notary Public in and Shelby County
hereby certify that George R. Burton, Sr. and wife, Mary Nell Burton
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 8th day of February, 1982

Debra R. Stewart

My Commission Expires January 30, 1985



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