

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 23rd day of April, 19 82
between Van E. Holcombe, an unmarried male

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 \$30,000.00
Thirty-thousand and no/100----- DOLLARS,
together with interest from date as set out in said note
due by one promissory note(s) of this date in the principal amount of \$30,000.00
together with interest from date as set out in said note and due July 23, 1982

and being desirous of securing the payment of the same, and in consideration thereof, ha S 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

A parcel of land containing 4.8 acres, more or less, located in the West
Half of Section 5, Township 22 South, Range 1 West, Shelby County, Alabama,
described as follows: Commence at the NW corner of said Section 5; thence
run East along the North Section line a distance of 686.94 feet; thence turn
right 90 degrees 00 minutes 00 seconds a distance of 1921.66 feet to a point
on the Southeasterly right-of-way of Shelby County Highway #25 and the point
of beginning; thence turn left 57 degrees 10 minutes 49 seconds a distance
of 246.82 feet; thence turn left 05 degrees 04 minutes 28 seconds a distance
of 234.08 feet; thence turn right 67 degrees 19 minutes 07 seconds a distance
of 510.88 feet; thence turn left 107 degrees 35 minutes 18 seconds a distance
of 264.09 feet; thence turn right 66 degrees 02 minutes 30 seconds a distance
of 215.98 feet; thence turn left 87 degrees 12 minutes 31 seconds a distance
of 122.99 feet; thence turn left 60 degrees 53 minutes 34 seconds a distance
of 100.63 feet; thence turn left 06 degrees 08 minutes 40 seconds a distance
of 42.84 feet; thence turn left 14 degrees 45 minutes 53 seconds a distance
of 38.46 feet; thence turn left 14 degrees 50 minutes 40 seconds a distance
of 41.80 feet; thence turn left 09 degrees 25 minutes 45 seconds a distance
of 40.15 feet; thence turn right 26 degrees 58 minutes 34 seconds a distance
of 415.97 feet; thence turn left 78 degrees 52 minutes 29 seconds a distance
of 159.58 feet; thence turn right 12 degrees 05 minutes 45 seconds a distance
of 28.41 feet; thence turn right 27 degrees 19 minutes 02 seconds a distance
of 218.22 feet; thence turn right 05 degrees 04 minutes 28 seconds a distance
of 245.87 feet to a point on the Southeasterly right-of-way of said Highway;
thence turn left 76 degrees 45 minutes 45 seconds along said right-of-way a
distance of 30.82 feet 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 my hand and Seal, 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.

Van E. Holcombe

Van E. Holcombe (L. S.)

(L. S.)

(L. S.)

BOOK 420 PAGE 128

SEAL OF ALABAMA, SHELBY CO.
I HEREBY THIS
MORTGAGE WAS FILED

1982 APR 28 AM 8:40

Intg. 45.00
Recd 3.00
Ind. 1.00
49.00

Thomas A. Shores, Jr.
JUDGE OF PROBATE

THE STATE OF ALABAMA
Shelby County.

I, the undersigned, a Notary Public in and for said County
hereby certify that Van E. Holcombe

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before
me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on
the day the same bears date.

Given under my hand, this 23rd day of April, 19 82

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. 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