

MORTGAGE DEED

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 23rd day of July, 19 82
between Basil R. Smith and wife, Valera Smith and Richard Bowen Smith and wife,
Madalyn A. Smith

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 \$22,000.00
Twenty two thousand and no/100----- DOLLARS,

due by one promissory note(s) of this date in the amount of \$22,000.00 together with
interest from this date at the rate set out in said note and due on the 23rd day of
January 1983.

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 _____, in the State of Alabama, and more particularly known as

A lot known as lot 29 according to Horsley's Map of the Town of Columbiana
Alabama, which lot is more particularly described as follows:
Commencing at the Southeast corner of the Northeast Quarter of Section 26,
Township 21, Range 1 West, and run North 65° West 705 feet to a point on the
West line of the Columbiana-Calera Highway, run thence North 21° East along
the West line of said Highway 87 feet for point of beginning of lot herein
described; continue thence North 21° East along West line of said Highway
153 feet to interesction of said West line of said Highway with street
leading from the Old Court House square in a Westerly direction to the Gin
House; run thence West along south line of said street 197 feet to an alley
said alley running from West College Street by the Blacksmith Shop to the
Columbiana-Calera Highway; run thence in a Southerly direction along the
East side of said alley 123 feet to the Northwest corner of the T. T. Tinney
lot; run thence North 88° East along the North side of the T.T. Tinney lot
134 feet to point of beginning.

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First National Bank of Columbiana
P.O Box 977
Columbiana, Alabama 35051

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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 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 at security for the same.

We further certify that the above property has no prior lien or encumbrance thereon.

Witness our hands and Seals, the day and year above written.

Signed, Sealed, and Delivered in the Presence of _____
of a copy of _____
the instrument.

Sign Madalyn A. Smith

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

Basil R. Smith (L. S.)

Valera Smith (L. S.)

Richard Bowen Smith (L. S.)

Madalyn A. Smith

NOTARY PUBLIC, SHELBY CO. ALA.
I CERTIFY THIS INSTRUMENT WAS FILED

1982 JUL 30 AM 8:54

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

mtg. 33.00
Rec. 4.00
Ins. 1.00
38.00

THE STATE OF ALABAMA
Shelby County.

I, Dianh G. Boaz, a notary public in and for said County hereby certify that Basil R. Smith and wife, Valera Smith and Richard Bowen Smith and wife, Madalyn A. Smith

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 23 day of July, 19 82

Dianh G. Boaz

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