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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.  
I CERTIFY THIS INSTRUMENT WAS FILED

1982 JUL 30 AM 8:54

Thomas A. Swanson, 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