

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 24th day of September, 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 \$88,356.45
Eighty-eight thousand three-hundred fifty-six and 45/100----- DOLLARS,
together with interest from date as set out in said note
due by one promissory note(s) of this date 120 equal monthly payments in the amount of
\$1,435.60 including principal and interest; the first payment due November 10, 1982,
and one payment due the 10th day of each successive month 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 mort-
gage, and whether the makers of this mortgage owe said other indebtedness as makers, endorsers or otherwise, in considera-

tion 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

PARCEL I

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 degrees West 705 feet to a point on the West
line of the Columbiana-Calera Highway, run thence North 21 degrees East along
the West line of said Highway 87 feet for point of beginning of lot herein

described; continue thence North 21 degrees East along West line of said
Highway 153 feet to intersection 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 degrees East along the North side of the T.T.Tinney lot
134 feet to point of beginning.

Situated in Shelby County, Alabama.

PARCEL II

Commencing at the intersection of the West margin of the sidewalk on the West
side of Main Street with the South margin of the sidewalk on the South side of
Sterrett Street in the Town of Columbiana, Shelby County, Alabama, and run in a
Westerly direction along the South margin of the sidewalk, on South side of Sterrett
Street 250 feet for point of beginning of lot herein described; thence turn an
angle of 90 degrees 15 minutes to the left and run in a Southerly direction 241.2
feet to a pipe; thence turn an angle of 90 degrees to the right and run in a
Westerly direction 85 feet; thence turn an angle of 90 degrees to the right, and
run 242 feet to the South margin of the sidewalk on South side of Sterrett Street;
turn thence and angle of 90 degrees to the right and run along the South margin of
said sidewalk 85 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, 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 hand S and Seal S, the day and year above written.

Signed, Sealed, and Delivered in the Presence of
I acknowledge before a copy of
this instrument.

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

Sign

Valera Smith

Madalyn A. Smith

Basil R. Smith

Richard B. Smith

Valera Smith

Madalyn A. Smith

Basil R. Smith

Richard B. Smith

(L. S.)

(L. S.)

(L. S.)

(L. S.)

1982 SEP 29 PM 12:31

THE STATE OF ALABAMA
Shelby County.

Thomas A. Shannon, Jr.
JUDGE OF PROBATE

Mtg. tax - 13260
400
100
13760

I, the undersigned, a Notary Public in and for said County

hereby certify that Basil R. Smith and wife, Valera Smith, 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 24th day of September

My Commission Expires January 30, 1988

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 on

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

BOOK 423 PAGE 661