See Mortgage Record 185 page 221

THE STATE OF ALABAMA

SHELBY COUNTY.

THE COLUMBIANA SAVINGS BANK of Columbiana, Alabama, hereinafter referred to as the "Bank", has this day loaned to D.F. Bolton and Sadie Mae Bolton hereinafter referred to as the "Borrower", the sum of Seven Hundred Fifty-Five & 20/100 Dollars including interest to maturity as evidenced by a series of notes bearing even date herewith, which indebtedness the borrower desires to secure by the execution hereof.

Now in consideration of the premises, and of said loan, the Borrower does hereby sell, assign, transfer and convey to the Bank, the following described property, now in the possession of the Borrower, and of which the Borrower is permitted to retain in possession, under agreement with reference the reto, until and unless default should occur under the terms of said notes and said agreement, in which event the Bank will be entitled to immediate possession; the property hereby conveyed being more particularly described as follows:

That certain mortgage executed to the Borrowers by Lewis C. Franks and his wife Kathryn S. Franks June 12th, 1943, and conveying the following real estate, to-with:

A lot in the Town of Wilsonville, Shelby County, Alabama, described as follows:—
Beginning at the Northwest corner of the Southeast Quarter of the Northeast quarter of Section 1, Township 21, South, Range 1 East, which is marked by an iron pipe, run thence North 87' 30" East along the North boundary of said sub-division of said Section 400', run thence South 4° East 491, run there e North 84° East 166' to an iron stob on the Northeast corner of what was formerly known as the W.S. McEwing lot for point of beginning of the lot herein described, continue thence North 84° East along the South Boundary of Street 94½ ft. to an iron pin, turn an angle of 90° to the right and run 142 ft turn an angle of 90° to the right and run 92½ ft to said McEwing lot, run thence in a northerly direction along the East boundary of said McEwing lot to the /point of beginning.

Also the debt and note secured by said mortgage,

warranted f ree from all encumbrances and against any adverse claims.

Upon condition however, that if said indebtedness is paid in full in accorance with its terms, this mortgage shall be void; but if default should be made in the payment of said indebtedness, as provided by the terms of said notes, or if any other default should occur then the bank, its successors and assigns are authorized to take immediate possession of said property and to sell and foreclose the same for the satisfaction of said indebtedness; such taking and selling to be done in accordance with a separate written agreement this day entered into by and between the Borrower and the Bank. Said written agreement must be referred to for full particulars regarding the power of sale given herein to the bank, and for other agreements regarding said property entered into by the undersigned parties.

In Witness whereof, the undersigned has hereunto sethis hand and seal, this 12th day of June, 1943.

D. F. Bolton

(SEAL) Sadie Mae Bolton

STATE OF ALABAMA, SHELBY COUNTY.

I, the undersigned authority in and for said County, in said State, hereby certify that D. F. Bolton and Mrs. Sadie Mae Bolton whose name are signed to the foregoing conveyance, and who are knownt to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given untormy hand and seal of office, this, the 12th day of June, 1943.

Filed in the office of the Probate Judge the 14th day of June, 1943 at 10:30 A.M. and recorded in the Deed Record 117 on page 105.

Signed W. J. Weldon Notary Public

L.C. Walker; Judge of Probate NO TAX DUE ON

NO TAX DUE ON THIS INSTRUMENT