

2260

MORTGAGE DEED.

5083 MARSHALL & BRUCE CO. NASHVILLE

# The State of Alabama, Shelby County

This Deed of Mortgage, made and entered into on this, the 7<sup>th</sup> day of January, 1950, between Dalton Hamilton and wife, Nellie Hamilton

the party of the first part, and Dr. S. J. Ezell, 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 Seventeen Hundred Seventy and no/100 DOLLARS,

due by 5 promissionary notes of this date, being payable annually beginning January 7, 1951; the 1st of said notes being for \$390.00, the second being for \$372.00, the third being for \$354.00, the fourth being for \$336.00, and the fifth being for \$318.00; all of said notes bearing interest at 6 per cent per annum from maturity

and being desirous of securing the payment of the same, in consideration thereof, have granted bargained, sold, and conveyed and by these presents do grant, bargain, sell and convey to the said party of the second part the real

property hereinafter described—that is to say, situated in the County of Shelby, in the State of Alabama, and more particularly known as All that part of the S $\frac{1}{2}$  of Fraction A, Section 12, Township 24, Range 12 East, described as follows: Begin at the point where the northeasterly line of the Montevallo-Montgomery Public Road crosses the west line of S $\frac{1}{2}$  of said Fraction A and run north along same 350 feet to the north line of S $\frac{1}{2}$  of said Fraction A; thence along same east 1150 feet to the west line of certain land owned by R. E. Reid, Jr; thence south and parallel with the west line of S $\frac{1}{2}$  of said Fraction A and along the west line of land owned by R. E. Reid, Jr. a distance of 475 feet; thence in a southwesterly direction 237 feet to a point on the easterly line of said Montevallo-Montgomery Public Road, which point is 1300 feet southeast of the point of beginning; thence along said road in a northwesterly direction 1300 feet to the point of beginning; being situated in Shelby County, Alabama,

*Paid in Full and fully satisfied March 8-1955*

*S. J. Ezell  
78 28 - Geneva So  
Birmingham Ala*

To Have and to Hold to the said party of the second part, his heirs 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 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 secured hereby, all of the indebtedness shall become due and payable, then the said party of the second part, his heirs 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 two 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, not to be more than three-fourths of the value of said buildings, with loss, if any, payable to the party of the second part as his 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 as 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

.....  
 .....  
 .....

Dalton Hamilton (L. S.)  
 Dalton Hamilton  
Nellie Hamilton (L. S.)  
 Nellie Hamilton  
 ..... (L. S.)

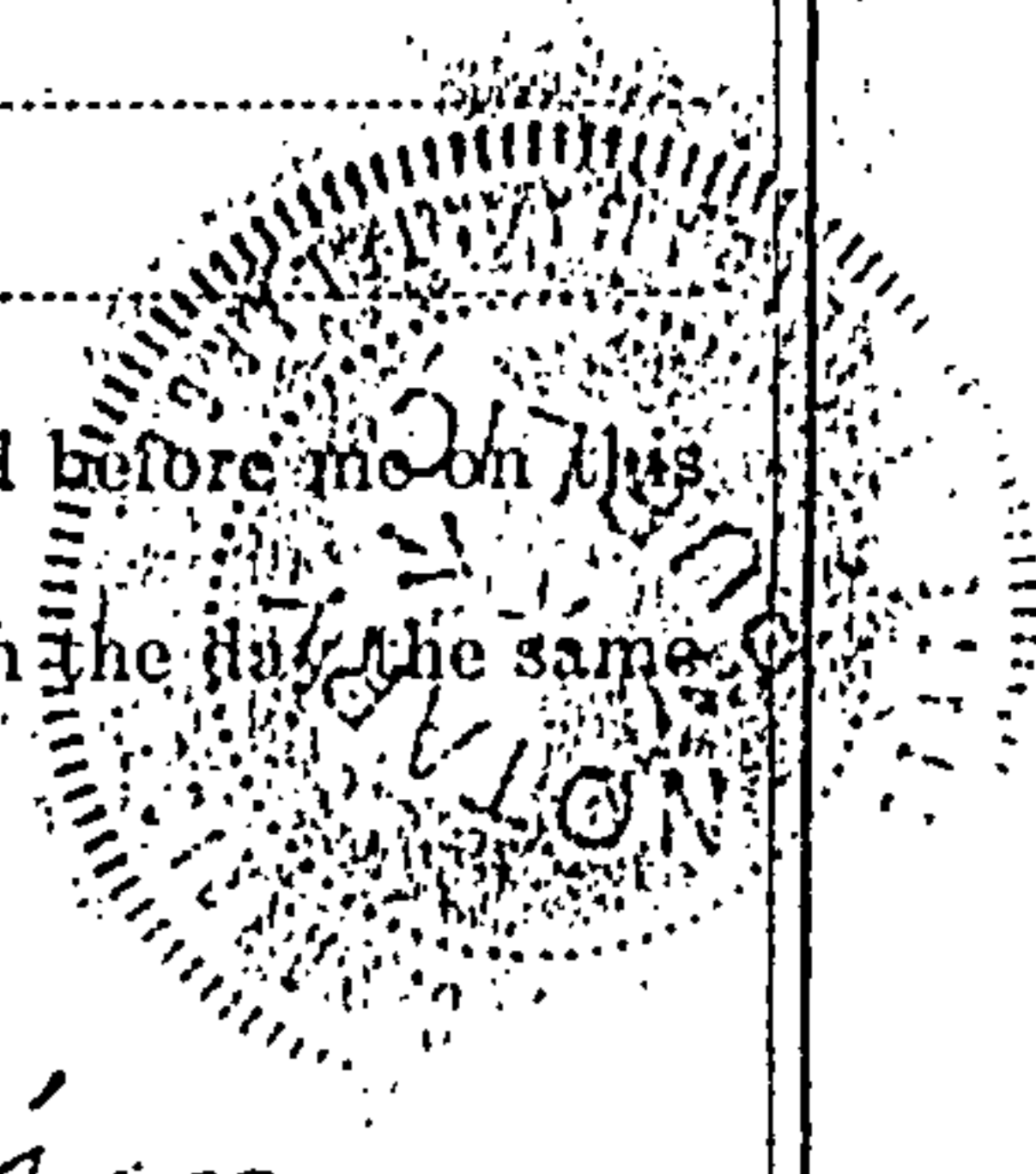
THE STATE OF ALABAMA, SHELBY COUNTY

I, Harris Harrison, a Notary Public, in and for said County hereby certify that Dalton Hamilton and wife, Nellie Hamilton

whose names assigned 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 7th day of January, 1950.

Harris Harrison  
Notary Public for State of Alabama



THE STATE OF ALABAMA, SHELBY COUNTY

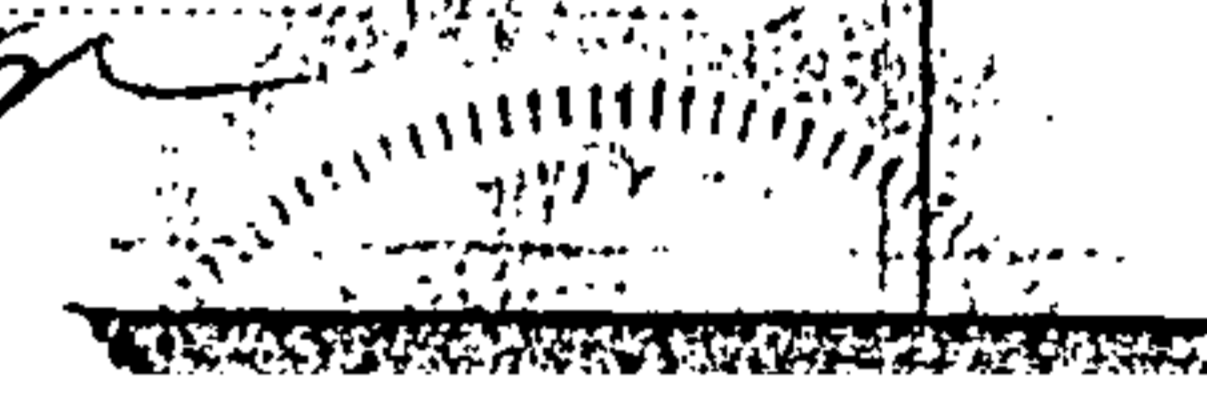
I, Harris Harrison, a Notary Public, in and for said County, do hereby certify that on the 7th day of January, 1950, came before me the within-named Nellie Hamilton

known to me to be the wife of the within-named Dalton Hamilton

who, being examined separate and apart from the husband touching her signature to the within Deed of Mortgage, acknowledged that she signed the same of her own free will and accord, and without fear, constraint, or threats on the part of her husband.

In Witness Whereof, I have hereunto set my hand, this 7 day of January, A.D. 1950

Harris Harrison  
Notary Public for State of Alabama



MORTGAGE

Wm. J. Eagle  
TO  
7828 - 6th Ave S.  
Birmingham

THE STATE OF ALABAMA,  
Shelby County.  
I, L. C. Walker

Judge of Probate for said County, hereby certify

that the within Mortgage was filed in my office for record at 12 o'clock noon, on the 7 day of Jan, 1950 and duly recorded on the 10 day of Jan, 1950 in Mortgage Record, Vol. 200, No. 383, on pages 383

L. C. Walker  
Judge of Probate.

Recording 1.50  
Certificate 2.90

508 MARSHALL & SNICE CO. NASHVILLE

THE STATE OF ALABAMA,  
Shelby County.

I, \_\_\_\_\_ Judge of Probate for said County, hereby certify

that the following privilege tax has been paid on the within instrument as required by Acts 1902 and 1908—viz.:  
\$ \_\_\_\_\_ cents

\_\_\_\_\_  
Judge of Probate.

1.50  
2.90  
4.40  
1-9.50  
1-2.00  
383  
STATE OF ALABAMA  
SHELBY COUNTY  
I hereby certify that the within instrument has been paid on the mortgage tax in instrument as required by law.  
L. C. Walker  
JUDGE OF PROBATE

STATE OF ALABAMA, SHELBY COUNTY  
I, L.C. Walker, Judge of Probate, hereby certify that the within Mtg satisfaction was filed for record the 10 day of Jan, 1950, at 8 o'clock PM and recorded in deed record 22 Page 17, and the Mortgage Tax of \_\_\_\_\_ Deed Tax of \_\_\_\_\_ has been paid.  
L.C. Walker Judge of Probate