19800926000108820 1/2 $.00
Shelby Cnty Judge of Probate, AL
09/26/1980 12:00:00AM FILED/CERT

1076

MORTGAGE

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 8th day of September, 19 80 between Dewey S. Harris and wife, Weleene Harris

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 $9,967.20 Nine thousand nine hundred sixty-seven and 20/100 - - - - - - - - - - - DOLLARS, due by One promissory note(s) of this date 60 monthly installments of $166.12 each, first installment due the 10th day of Oct., 1980 and one installment due the 10th ~~of each successive month thereafter until said indebtedness is paid in full.~~

and being desirous of securing the payment of the same, and in consideration thereof, ha ve granted, bargained, sold and conveyed and by these presents do 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

Beginning at the SE corner of the SE¼ of the SE¼ of Section 31, Township 18, Range 1 West, run North 580 feet to the point of beginning of land herein conveyed; then continue North for a distance of 125 feet; thence turn 90 degrees to the left for a distance of 100 feet; thence turn 90 degrees to the left for a distance of 125 feet; thence turn 90 degrees to the left for a distance of 100 feet to the point of beginning.
Situated in Shelby County, Alabama.

BOOK 406 PAGE 237

Oakshade Valley Branch
Dixie Nat'l Bank

19800926000108820 2/2 $.00
Shelby Cnty Judge of Probate,AL
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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, 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 es hand s and Seal s, the day and year above written.

Signed, Sealed, and Delivered in the Presence of

I acknowledge receipt of a copy of this instrument

CAUTION: It is important that you thoroughly read this contract befor you sign it.

Weleene Harris (L. S.)

Dewey S Harris (L. S.)

Weleene Harris (L. S.)

Dewey S Harris Jr (L. S.)

BOOK 406 PAGE 238

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1980 SEP 26 AM 9:41

Mtg. Tax 15.00
Rec. 3.00
Int. 1.00
19.00

Clerk of Probate

THE STATE OF ALABAMA
Shelby County.

I, a Notary Public in and for said County hereby certify that Dewey S. Harris and wife, Weleene Harris

whose name s 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 8th day of September, 19 80

Michael E. Hill

My commission Expires May 14, 1984

MORTGAGE

TO

THE STATE OF ALABAMA,
Shelby County

I, _____ Judge of Probate for said County, hereby certi that the within Mortgage was filed in my office record at _____ o'clock __ M., on the _____ day of _____, 19__ and duly recorded on the _____ d of _____, 19__ in Mortgage Record, Vol. _____ No. _____, on pages _____

Judge of Probate

Recording _____

Certificate _____

THE STATE OF ALABAMA,

Shelby County

I, _____ Judge of Probate for said County, hereby certi that the following privilege tax has been paid on within instrument as required by Acts 1902 and 19 — viz:

$ _____ cents _____

_____ Judge of Prob