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Shelby Cnty Judge of Probate, AL
10/01/1980 00:00:00 FILED/CERTIFIED

THE STATE OF ALABAMA,
Shelby County.

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This Deed of Mortgage, made and entered into on this, the 26th day of September, 19 80
between W. S. Elliott and wife, Naomi Elliott

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 \$31,344.18
Thirty-one thousand three hundred forty-four and 18/100-----DOLLARS,
due by One promissory note(s) of this date 42 monthly installments of \$746.29 each,
first installment due the 10th day of Nov., 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

Commence at the southeast corner of Nelson Archer lot, said point being at
the intersection of the west line of the paved Columbiana-Westover road and
the north line of the A. C. L. Railroad right-of-way and run north along the
north line of said paved road 296.0 feet, more or less, to the southeast
corner of the land herein described; thence continue northerly along the
west line of said paved road to the north line of NE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 28,
Township 19, Range 1 East; thence along the north line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section
run west 400 feet to a point; thence run in a southerly direction and
parallel to said Columbiana-Westover road to a point on the north line of the
former H. E. Archer, Jr. lot; thence Easterly along said H. E. Archer, Jr.
lot to the point of beginning, being situated in the NE $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 28,
Township 19, Range 1 East.

See Assign Misc Book 37 page 717 (0-1-80)
BOOK 406 PAGE 320

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 our 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 before
you sign it.

(L. S.)

Naomi Elliott
W S Elliott

Naomi Elliott (L. S.)
W S Elliott (L. S.)

BOOK 406 PAGE 321

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1980 OCT. 1 AM 8:46

Mtg. tax 4710
Rec. 300
and 100
5110

THE STATE OF ALABAMA
Shelby County.

Thomas G. Snowden, Jr.
JUDGE OF PROBATE

I, a Notary Public in and for said County

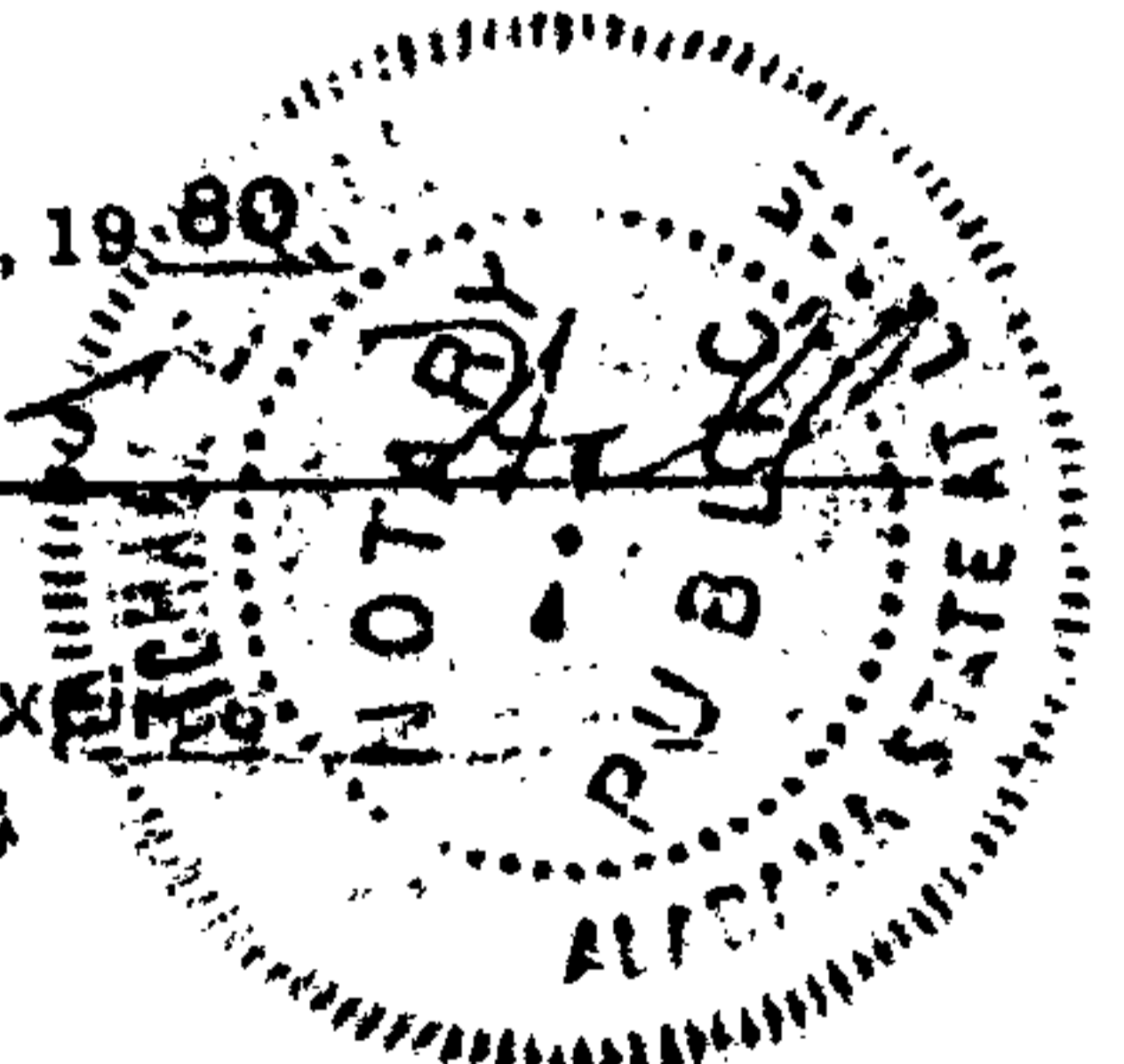
hereby certify that W. S. Elliott and wife, Naomi Elliott

whose name 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 26th day of September, 1980

Michael

My Commission Expires
May 11, 1984



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____ day

and duly recorded on the _____ day of _____, 19____ day

in Mortgage Record, Vol. _____, on pages _____ No. _____, Judge of Probate

Judge of Probate

Recording _____

Certificate _____

THE STATE OF ALABAMA,
Shelby County

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