



19801003000112250 Pg 1/2 .00  
Shelby Cnty Judge of Probate, AL  
10/03/1980 00:00:00 FILED/CERTIFIED

THE STATE OF ALABAMA,  
Shelby County.

This Deed of Mortgage, made and entered into on this, the 184  
30th day of September, 1980  
between Billy Wayne Branch, an unmarried man

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 \$2,818.44  
Two thousand eight hundred eighteen and 44/100 - - - - - DOLLARS.  
due by one promissory note(s) of this date 60 monthly installments of \$122.56 each  
first installment due the 5th day of November, 1980 and one installment due the 5th day

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, have granted, bargained, sold and  
conveyed and by these presents do es 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

A lot in the NE 1/4 of the NE 1/4 of Section 3, Township 21 South, Range 1 East Shelby  
County, Alabama, described as follows: Commence at the NW corner of the NE 1/4 of the  
NE 1/4 of Section 3, Township 21 South, Range 1 East, thence run South along the West  
line of said 1/4-1/4 Section a distance of 30.00 feet to the South right-of-way line of  
Shelby County Highway No. 48, and the point of beginning; thence continue South along the  
West line of said 1/4-1/4 Section a distance of 210.00 feet; thence turn an angle of 89 degrees  
59 minutes 24 seconds to the left and run a distance of 210.00 feet; thence turn an  
angle of 90 degrees 00 minutes 36 seconds to the left and run a distance of 210.00  
feet to the South right-of-way line of said Highway; thence turn an angle of 89 degrees  
59 minutes 24 seconds to the left and run along said right-of-way line a distance  
of 210.00 feet to the point of beginning. Situated in the NE 1/4 of the NE 1/4 of Section  
3, Township 21 South, Range 1 East, Shelby County, Alabama.  
Situated in Shelby County, Alabama.

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FIRST NATIONAL BANK OF COLUMBIANA  
P.O. BOX 977  
COLUMBIANA, ALABAMA 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, 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 his hand and Seal, the day and year above written.

Signed, Sealed, and Delivered in the Presence of

I acknowledge receipt of a copy of the instrument.

Billy Wayne Brance

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

(L. S.)

Billy Wayne Brance (L. S.)

(L. S.)

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Attg TAX 4.35  
R/W 3.00  
Fund 1.00  
8.35 STATE OF ALA. SHELBY CO. I CERTIFY THIS INSTRUMENT WAS FILED  
1980 OCT -3 AM 11:44

THE STATE OF ALABAMA  
Shelby County.

I, the undersign, a notary

hereby certify that Billy Wayne Brance, an unmarried man

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand, this 30th day of Sept. 1980

John Boy

My Commission Expires August 1, 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\_\_\_\_

and duly recorded on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ of \_\_\_\_\_, 19\_\_\_\_ in Mortgage Record, Vol. \_\_\_\_\_, on pages \_\_\_\_\_ No. \_\_\_\_\_, on pages \_\_\_\_\_ 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 this within instrument as required by Acts 1902 and 1908 viz:

\$ \_\_\_\_\_ cents

Judge of Probate