

THE STATE OF ALABAMA,
Shelby County.

387

This Deed of Mortgage, made and entered into on this, the 1st day of October, 1980
between JEF Millwork Company, Inc., a corporation

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 \$85,000.00
Eight five thousand and no/100 ----- DOLLARS.
due by one promissory note(s) of this date together with interest from date as set out
in said note.

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^{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

BOOK 406 PAGE 630
All that part of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 1, Township 21, Range 1 East, lying
North of the right-of-way of Southern Railroad; West of the right-of-way of County
Highway #61; South of Alabama Highway #25 and East of the following described line,
said line being described as follows: Commence at the Southwest corner of the SE $\frac{1}{4}$
of the NE $\frac{1}{4}$ of Section 1, Township 21 South, Range 1 East; thence run East along the
South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 40.00 feet; thence turn an angle of 90
degrees 00 minutes to the left and run a distance of 39.90 feet to the South right-
of-way line of Alabama Highway No. 25; thence turn an angle of 81 degrees 52 minutes
to the right and run a distance of 299.80 feet to a point on said right-of-way;
thence turn and angle of 2 degrees 30 minutes to the right and run a distance of
51.20 feet to a point on said right-of-way; thence turn an angle of 00 degrees 31
minutes to the left and run a distance of 145.49 feet to a point on said right-of-way
line; thence turn an angle of 2 degrees 16 minutes to the left and run a distance
of 90.25 feet; thence turn an angle of 3 degrees 44 minutes to the left and run a
distance of 204.00 feet to a point on said right-of-way line; thence turn an angle
of 2 degrees 42 minutes to the left and run a distance of 70.55 feet to a point
on said right-of-way line and the point of beginning; thence turn an angle of 1
degree 11 minutes to the left and run a distance of 108.50 feet to a point on the
South right-of-way line of Alabama Highway No. 25 said point being the point of
beginning of the line herein described; thence turn an angle of 87 degrees 12 minutes
to the right and run a distance of 177.25 feet to the North right-of-way line of the
Southern Railroad; said point being the point of ending of the line herein described

LESS AND EXCEPT the lot conveyed to the town of Wilsonville dated August 13, 1959,
recorded in Deed Book 203, Page 340, in the Probate Office of Shelby County, Alabama
Situated in Shelby County, Alabama.

This being the same property as described in Deed Book, 322, Page 619, in the
Probate Office of Shelby County, Alabama.

First Natl of Columbiana

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 my hand and Seal, the day and year above written.

Signed, Sealed, and Delivered in the Presence of
acknowledge receipt of a copy of
his instrument.

Sign

ION--IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS
INSTRUMENT BEFORE YOU SIGN IT.

(L. S.)

(L. S.)

(L. S.)

STATE OF ALA. SHELBY CO.

RECEIVED THIS

10 OCT -9 AM 8:40

13150

12750

Rec. 300

Ind. 120

13150

13150

13150

THE STATE OF ALABAMA
Shelby County.

I, the undersign, a not ary public-Dinah Boag in and for said County
hereby certify that

whose name 1 S signed to the foregoing conveyance, and who he 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 1st day of October, 1980

My Commission Expires August 1, 1982

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 1st day of October, 1980

and duly recorded on the 1st day of October, 1980

in Mortgage Record, Vol. 13150, on pages 12750

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 the
within instrument as required by Acts 1902 and 1908
viz:

\$ 13150 cents

Judge of Probate