MORTGAGE DEED

778

THE STATE OF ALABAMA,
Shelby County.

19801020000118490 1/2 $.00
Shelby Cnty Judge of Probate,AL
10/20/1980 12:00:00AM FILED/CERT

This Deed of Mortgage, made and entered into on this, the 15th day of October, 19 80

between Leonard Cecil Carter and wife, Jeanette G. Carter

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 Three-thousand five hundred ninety-four and no/100---------- DOLLARS,

due by one promissory note(s) of this date

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 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

Parcel "A"

Beginning at a point 210 feet East from the Southwest corner of the NE¼ of the NE¼, Section 35, Township 21 South, Range 1 West; thence run East along the South boundary line of said ¼-¼ section a distance of 112 feet, more or less, to the Southwest corner of a lot owned by Conrad Russell; thence run North perpendicular to the South boundary line of said ¼-¼ section and along the West line of aforesaid lot a distance of 105 feet; thence run West a distance of 112 feet; thence run South a distance of 105 feet to the point of beginning.

ALSO, Beginning at a point 60 feet East from the Southwest corner of the NE¼ of the NE¼, Section 35, Township 21 South, Range 1 West; thence run East along the South boundary line of said ¼-¼ section a distance of 150 feet, more or less to the Southwest corner of a lot owned by H.G. Foster. Thence run North perpendicular to the South boundary line of said ¼-¼ section and along the West line of said lot, a distance of 105 feet, thence run West parallel with South boundary line of said ¼-¼ section a distance of 150 feet, thence run South perpendicular to the South boundary line of said ¼-¼ section a distance of 105 feet to the point of beginning.

ALSO, Commence at the Northwest corner of the SE¼ of the NE¼, Section 35, Township 21 South, Range 1 West and run thence East along the north boundary of said ¼-¼ Section for a distance of 60.0 feet to the point of beginning of the parcel herein described; thence turn an angle of 90 deg. to the right and run a distance of 25.0 feet to a point; thence turn an angle of 90 deg. to the left and run a distance of 150.0 feet to a point; thence turn an angle of 90 deg. to the left and run a distance of 25.0 feet to a point on the north boundary of said ¼-¼ section; thence turn an angle of 90 deg. to the le and run West 150.0 feet along the north boundary of said ¼-¼ section to the point of beginning.

This mortgage being a second mortgage from the mortgagors to Joyce Jean Sullivan, recorded in Mortgage Book 406, page 913, in the Probate Office o Shelby County, Alabama.

Parcel "B"

Commence at the SW corner of the NW¼ of the NE¼ of Section 35, Township 21 South, Range 1 West, being the point of beginning of the parcel of land herei described; thence proceed in a northerly direction along the West boundary line of said ¼-¼ section a distance of 420.00 feet to a point; thence turn 89 deg. 32 min. to the right and proceed for a distance of 210.00 feet to a point; thence turn 90 deg. 28 min. to the right and proceed for a distance of 420.00 feet to the point of intersection of the South line of said ¼-¼ Section; thence turn 89 deg. 32 min. to the right and proceed along said South line of said ¼-¼ Section for a distance of 210 feet to the point of beginning. Said property is lying in the NW¼ of the NE¼ of Section 35, Township 21 South, Range 1 West, and contains 2.02 acres.

This mortgage being a second mortgage to that certain mortgage from mortgagors to Farmers Home Administration, recorded in Mortgage Book 387, page 926, in the Probate Office of Shelby County, Alabama.

BOOK 406 PAGE 915

See partial release Mtg Book 38 page 759 (12-18-80)

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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 _____ 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

Leonard Cecil Carter (L. S.)
Leonard Cecil Carter

_____ (L. S.)

_____ (L. S.)
Jeanette G. Carter

BOOK 106 PAGE 916

STATE OF ALA. SHELBY CO.
I HEREBY CERTIFY THIS INSTRUMENT WAS FILED
1980 OCT 20 AM 9:41

Mtg. tax - 540
Rec 300
110

THE STATE OF ALABAMA
Shelby County.

I, the undersigned, a Notary Public in and for said County hereby certify that Leonard Cecil Carter and wife, Jeanette G. Carter 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 15th day of October, 1980

W. R. Justice
Notary Public

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__ 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 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