THE STATE OF ALABAMA,

Shelby County.

19801112000129240 1/2 \$.00 Shelby Cnty Judge of Probate, AL 11/12/1980 12:00:00AM FILED/CERT

This Dec	ed of Mortgage, made and entered into on this	s, the 7th	day of	November	<u>-19</u> 80
	George Wilson Clark and wife				
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e party o	f the first part, and First National Bank of Co	lumbiana, Columbiana, Ala	a., party of the	second part,	•
WITNES	SSETH, that the party of the first part being i	ndebted to the party of the	e second part in	r the sum of \$\frac{1}{2}	<u>0.000.00</u>
	r-thousand and no/100.				
togeth	er with interest as set out in one promissory note(s) of this	said note princir	al amount	of \$30.000.	00 to
	promissory note(s) of this paid in 6 semi-annual payments				
C~Cm C	tote herent at mate as set out.	in said note begin	ning Mar	7. 1981	
d being nveyed a reinafter	desirous of securing the payment of the same and by these presents do they grant, bardescribed—that is to say, situated in the Coularly known as	e, and in consideration the gain, sell and convey to the	ereof, ha <u>ve</u> said party of	granted, bargaine the second part the	e property
-	7, according to the Survey of S	unrise Cove as rec	crded in	Map Bock 5,	
in the	e Probate Office of Shelbr Cour	tv. Alahama Eycer	t. E inter	est in Miner	27 8.
	g rights.				•
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الاستانية ل <u>قيب بيد تدريان جدون واستا</u>					
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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 rive 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. hand⁵ and Seal ⁵, the day and year above written. our Witness Signed, Sealed, and Deliveredan the Presence of TAUTION -- IT IS IMPORTANT THAT YOU THORQUIGHLY READ THIS "ONTRACTIBETE YOU SIGN IT, this instration. GIME OF ALA. SHELRY CO. T CERTIFY THIS ULATAX 45.00 1990 NOV 12 AN 10: 45 Fred **800K** THE STATE OF ALABAMA 1330F OF PAREATO Shelby County. . the undersigned, a Notary Public in and for said County hereby certify that George, Wilson Clark and wife, Clara V. Clark whose name 3/ 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, thou executed the same voluntarily on the day the same bears date. 7th day of Given under my hand, this OF ALABAMA, y County robate obate lowing Judge ALABAMA for privilege the of. said said Probate County, tax County, pages bу has hereby hereby cen paid 1902 an my office