

665



19801119000132260 Pg 1/2 .00  
Shelby Cnty Judge of Probate, AL  
11/19/1980 00:00:00 FILED/CERTIFIED

THE STATE OF ALABAMA,  
Shelby County.

This Deed of Mortgage, made and entered into on this, the 14th day of November, 19 80  
between Billy C. Thompson and wife, Mary D. Thompson

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 \$14,638.68  
Fourteen thousand six hundred thirty eight and 68/100 - - - - - DOLLARS,

due by one promissory note(s) of this date 8 1/2 monthly installment of \$174.27 each  
first installment due the 14th day of December, 1980 and one installment due the 14th  
~~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<sup>ve</sup> granted, bargained, sold and  
conveyed and by these presents do<sup>es</sup> 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

Lot 20 according to "Briarwood Subdivision" First Sector, as shown by map  
recorded in Map Book 5, page 23 in the Probate Office of Shelby County,  
Alabama.

BOOK 407 PAGE 734

BOOK 407 PAGE 735

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<sup>S</sup> and Seal \_\_\_\_\_, the day and year above written.

Signed, Sealed, and Delivered in the Presence of

Billy C. Thompson  
\_\_\_\_\_  
Sign \_\_\_\_\_

Billy C. Thompson (L.S.)  
Mary D. Thompson (L.S.)  
\_\_\_\_\_  
(L.S.)

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
\_\_\_\_\_ WAS FILED  
1980 NOV 19 AM 10:21

mtg. 22.05-  
Rec. 3.00  
Ind. 1.00  
26.05-

THE STATE OF ALABAMA  
Shelby County.

I, Dinah G. Boaz, a notary public \_\_\_\_\_ in and for said County  
hereby certify that Billy C. Thompson and wife, Mary D. Thompson

whose name s 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 11th day of \_\_\_\_\_ November \_\_\_\_\_, 1980

[Signature]  
NOTARY PUBLIC  
SHELBY COUNTY, ALABAMA

19801119000132260 Pg 2/2 .00  
Shelby Cnty Judge of Probate, AL  
11/19/1980 00:00:00 FILED/CERTIFIED

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 \_\_\_\_\_, 19\_\_\_\_ in Mortgage Record, Vol. \_\_\_\_\_, on pages \_\_\_\_\_ No. \_\_\_\_\_ 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