

MORTGAGE DEED

THE STATE OF ALABAMA,  
Shelby County.

698

This Deed of Mortgage, made and entered into on this, the 13th day of November, 1980  
between Joan T. Latson, an unmarried man

the party of the first part, and First National Bank of Columbiana, Columbiana, Ala., party of the second part.

RECORDED  
NOV 23 1980  
BY  
SHELBY COUNTY JUDGE OF PROBATE  
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WITNESSETH, that the party of the first part being indebted to the party of the second part in the sum of (520,000.00)  
Twenty Thousand and no/100-----DOLLARS, together with interest from date at rate set out in note evidencing this indebtedness.  
due by one promissory note(s) of this date  
due in one payment of \$21,627.40 on May 12, 1981.

and being desirous of securing the payment of the same, and in consideration thereof, has granted, bargained, sold and conveyed and by these presents do as 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

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Commence at the SE corner of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$ , Section 24, Township 21 South, Range 1 West; thence run west along the south boundary line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section a distance of 690.23 feet to a point; thence turn an angle of 114 deg. 53 min. to the right and run a distance of 189.41 feet to a point; thence turn an angle of 23 deg. 45 min. to the right and run a distance of 239.01 feet to a point; thence turn an angle of 90 deg. 02 min. to the left and run a distance of 105.52 feet to the point of beginning; thence continue in the same direction a distance of 111.9 feet to a point; thence turn an angle of 85 deg. 05 min. to the left and run 165.7 feet to a point; thence turn an angle of 77 deg. 10 min. to the left and run 100.0 feet to a point; thence turn an angle of 95 deg. 51 min. to the left and run 198.1 feet to the point of beginning. Said parcel of land is situated in Shelby County and is lying in the SE $\frac{1}{4}$  of SW $\frac{1}{4}$ , Section 24, Township 21 South, Range 1 West.

There is excepted herefrom, the following triangular parcel sold to James Bentley: Commence at the SE corner of the SE $\frac{1}{4}$  of the SW $\frac{1}{4}$ , Section 24, Township 21 South, Range 1 West; thence run west along the south boundary line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section a distance of 690.23 feet to a point; thence turn an angle of 114 deg. 53 min. to the right and run a distance of 189.41 feet to a point; thence turn an angle of 23 deg. 45 min. to the right and run a distance of 239.01 feet to a point; thence turn an angle of 90 deg. 02 min. to the left and run a distance of 105.52 feet; thence continue in the same direction a distance of 111.9 feet to a point; thence turn an angle of 85 deg. 05 min. to the left and run 165.7 feet to a point; thence run in a Southeasterly direction to a point 21 feet South of the point of beginning; thence run North 21 feet to the point of beginning of the property herein described. Said parcel of land situated in Shelby County and lying in the SE $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 24, Township 21 South, Range 1 West.

RECORDER'S MEMORANDUM  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.

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

Signed, Sealed, and Delivered in the Presence of

CAUTION - IT IS EMPLOYED THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

*John T. Batson* (L.S.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(L.S.)

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT WAS FILED

1980 NOV 20 AM 10:16

Intg. 30.00  
Rec. 3.00  
Ind. 1.00  
34.00

*Thomas W. Lowery, Jr.*  
JUDGE OF PROBATE

I hereby receive receipt of a copy of

*John T. Batson*

THE STATE OF ALABAMA  
Shelby County.

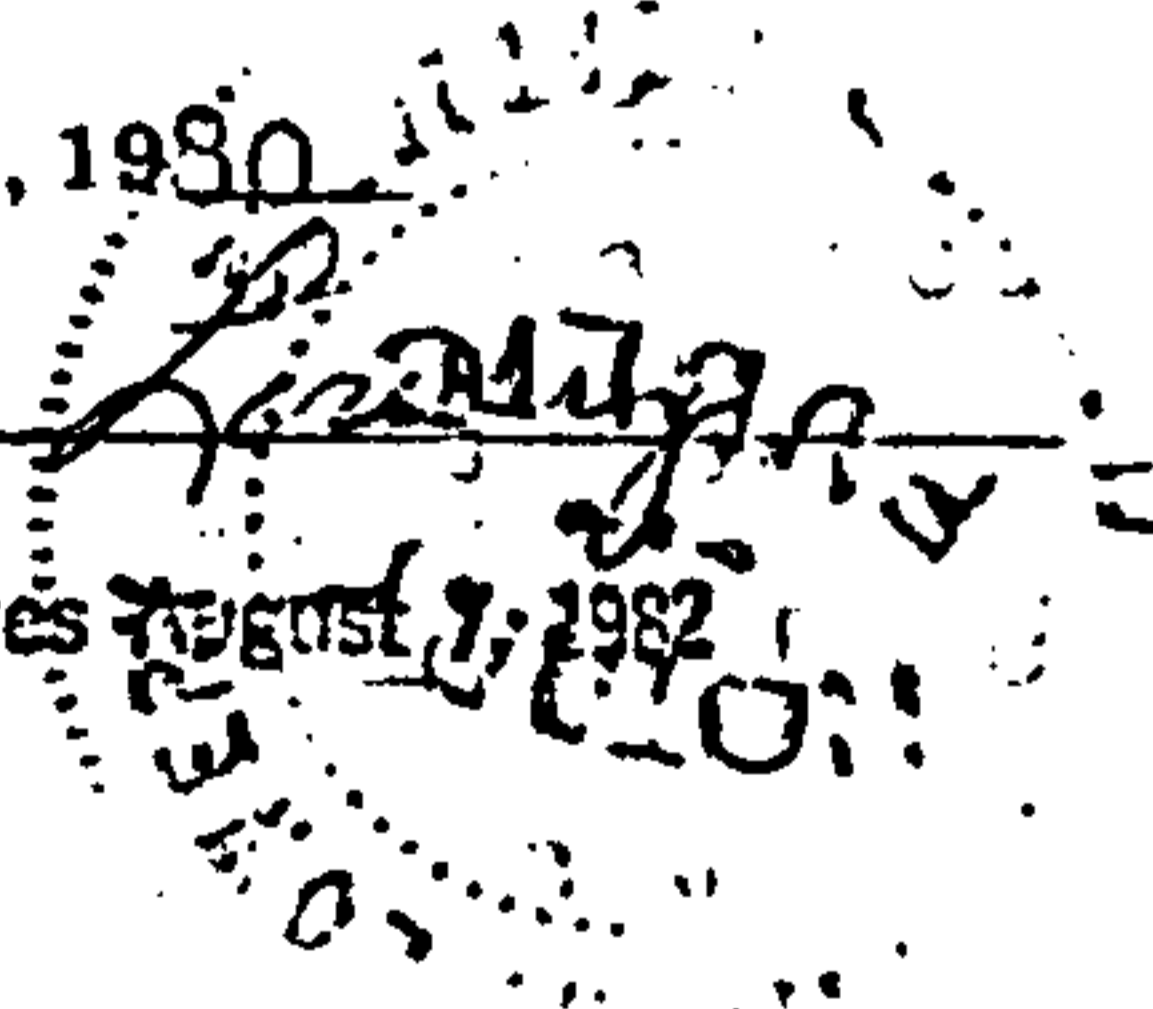
I, Peggie W. Lowery, a Notary Public in and for said County hereby certify that John T. Batson

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, has executed the same voluntarily on the day the same bears date.

Given under my hand, this 13th. day of November, 1980

*Peggie W. Lowery*

My commission expires August 1, 1982



MORTGAGE

TO

THE STATE OF ALABAMA,  
Shelby County

I, Judge of Probate for said County, hereby certify that the within Mortgage was filed in my office and record at \_\_\_\_\_ o'clock \_\_\_\_\_ M., on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

and duly recorded on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

in Mortgage Record, Vol. \_\_\_\_\_, on pages \_\_\_\_\_

Judge of Probate

Recording \_\_\_\_\_

Certificate \_\_\_\_\_

THE STATE OF ALABAMA,

Shelby County

I, Judge of Probate for said County, hereby certify that the following privilege tax has been paid on the within instrument as required by Acts 1902 and \_\_\_\_\_ viz:

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

Judge of Probate

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