

821

19801124000133860 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
11/24/1980 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 Alan R. Limbaugh, a single man

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 \$2,926.08
Two thousand nine hundred twenty-six and 08/100-----DOLLARS,
due by One promissory note(s) of this date 24 monthly installments at \$121.92 each,
the first installment due Dec. 28, 1980 and one each successive month until
~~indebtedness is paid in full.~~

and being desirous of securing the payment of the same, and in consideration thereof, ha s 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

A parcel of land located in the North 1/2 of the NE 1/4 of Section 25, Township
19 South, Range 1 West, Shelby County, Alabama, described as follows:

Commence at the NE corner of said Section 25; Thence run West along the
North line of said Section 25 a distance of 1401.02 feet to the point of
beginning; Thence continue last course a distance of 282.6 feet to a point
in the centerline of Shelby County Highway #440; Thence turn left 79° 22'
44" along said centerline a distance of 160.0 feet; Thence turn left 100°
37' 16" a distance of 312.09 feet; Thence turn left 90° 00' 00" a distance
of 157.26 feet to the point of beginning.

Less and Except Any Part of property lying within any road right of way.

BOOK 407 PAGE 852

RECORDED
11/24/80
BY
SHELBY COUNTY JUDGE OF PROBATE
11/24/80

CAHABA VALLEY BRANCH
First National Bank 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 _____ 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.

19801124000133860 Pg 2/2 .00
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Witness my hand and Seal _____, the day and year above written.

Signed, Sealed, and Delivered in the Presence of
I hereby acknowledge receipt of
a copy of this instrument

CAUTION: Read this instrument
thoroughly before you sign it.

Alan R. Limbaugh (L.S.)

Alan R. Limbaugh (L.S.)
(L.S.)

BOOK 407 PAGE 853

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1980 NOV 24 AM 10:29

Inty. 4 50
Rec. 3 00
Ind. 1 20

8 50

THE STATE OF ALABAMA
Shelby County.

Thomas A. Snowling
JUDGE OF PROBATE

I, a Notary Public _____ in and for said County
hereby certify that Alan R. Limbaugh

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

Given under my hand, this 14th day of November

Cynthia
1980

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
of _____, 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