

1985



19801203000137130 Pg 1/2 .00  
Shelby Cnty Judge of Probate, AL  
12/03/1980 00:00:00 FILED/CERTIFIED

THE STATE OF ALABAMA,  
Shelby County.

This Deed of Mortgage, made and entered into on this, the 28th day of November, 1980  
between William Edgar Lovelady III and wife, Tisia Lovelady

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 \$19,000.00  
Nineteen-thousand and no/100 . . . . . DOLLARS,  
together with interest as set out in said note  
due by CNC promissory note(s) of this date in the principal amount of \$19,000.00 together  
with interest at rate as set out in said note and due November 28, 1981

and being desirous of securing the payment of the same, and in consideration thereof, ha \_\_\_\_\_ granted, bargained, sold and  
conveyed and by these presents do they 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 lot or parcel of land lying and being situated partly in the South half of the  
SE $\frac{1}{4}$  of NW $\frac{1}{4}$ , and partly in the NE $\frac{1}{4}$  of SW $\frac{1}{4}$ , all in Section 8, Township 22, South,  
Range 3 West, Shelby County, Alabama, and being more particularly described as  
follows: From the S.W. corner of the South half of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , run South  
for 12.9 feet to a point on a fence; thence deflect an angle to the left of  
96. deg. 26' and run Easterly along a fence for 66 feet; thence deflect an angle  
to the right of 87 deg. 31' and run Southerly along a fence for 38.1 feet; thence  
deflect an angle to the left of 91 deg. 13' and run Easterly along a fence for  
96 feet to a point on the Westerly right-of-way line of Shelby County Road No. 17;  
thence run Northerly along said road right-of-way line ( a curve concave to the  
right) for 313 feet, more or less; thence run West and parallel to the North  
1-2 line for 164.82 feet; thence deflect an angle to the left of 90 deg. 00'  
and run South for 266.8 feet, and back to the point of beginning, and containing  
1.12 acres, more or less. Situated in Shelby County, Alabama.

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First National Bank of Columbiana  
P. O. Box 977  
Columbiana, AL 35051

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 in 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 above 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

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

William Edgar Lovelady III  
Tisia Lovelady

William Edgar Lovelady III (L. S.)  
Tisia Lovelady (L. S.)

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

1980 DEC -3 AM 10:52

Mtg. tax - 28.50  
Rec. - 3.00  
Lrd. - 1.00  
32.50

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

19801203000137130 Pg 2/2 .00  
Shelby Cnty Judge of Probate, AL  
12/03/1980 00:00:00 FILED/CERTIFIED

THE STATE OF ALABAMA  
Shelby County.

I, the undersigned, a Notary Public in and for said County hereby certify that William Edgar Lovelady III and wife, Tisia Lovelady

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 28th day of November, 1980

Quinn S. Brantley  
NOTARY PUBLIC  
SHELBY COUNTY, ALABAMA  
Commission Expires August 1, 1982

**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

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