MORTGAGE DEED

167

12 May 83

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 7th day of [illegible], 19[illegible]

between Gerald L. Abernathy, a divorced unmarried 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 [illegible] Nine thousand four hundred eighty three and no/100 - - - - - - - - - - - - - DOLLARS, due by one promissory note(s) of this date 60 monthly installments of $[illegible].35 each; the first installment due the 10th day of December 10,1980, and one installment due the 10th day 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 ve granted, bargained, sold and conveyed and by these presents do 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

Begin at the Southwest corner of the South half of the NW¼ of Section 28, Township 19 South, Range 2 East, Shelby County, Alabama; thence in an Easterly direction along the South boundary of said half-quarter Section 799.00 feet to the point of beginning; thence continue in an Easterly direction 231.00 feet; thence turn 94 deg. 18 min. to the right, in a Southwesterly direction 80.00 feet; thence turn 94 deg. 18 min. to the left in an Easterly direction 100.00 feet; thence turn 94 deg. 18 min. to the right in a Southwesterly direction 405.00 feet; thence turn 14 deg. 45 min. to the right in a Southwesterly direction 25.75 feet; thence turn 72 deg. 48 min. to the left in a Southeasterly direction 198.00 feet to intersection with the Northwest right-of-way boundary of U.S. Highway # 231; thence turn [illegible] deg. 37 min. to the lft in a Northeasterly direction along said Northwest right of way boundary 275.39 feet; thence turn 17 deg. 38 min. to the left in a Northeasterly direction along the Northwest right of way boundary of Shelby County Highway # 33 a distance of 183.75 feet; thence turn 96 deg. 50 min. to the left in a Northwesterly direction along the Southwest boundary of the J.C. Dyer property 195.52 feet; thence turn 81 deg. 39 min. to the right in a Northeasterly direction along the Northwest boundary of said J.C. Dyer property 312.80 feet; thence turn 97 deg. 35 min. to the left in a Northwesterly direction along the Southwest of the Arthur I. Brooks property 90.30 feet; thence turn 90 deg. and 00 min. to the right in a Northeasterly direction along the Northwest boundary of said Arthur I. Brooks property 237.80 feet; thence turn 95 deg. 30 min. to the left, in a Northwesterly direction 380.40 feet; (said course being in part along the South boundary of the C.M. Jones and Oburea Dyer Jones Property); thence turn 96 deg. 13 min. to the left in a Sotherly direction 55.50 feet; turn 30 deg. 52 min. to the right in a Southwesterly direction 226.39 feet more or less to the point of beginning, containing 6.31 acres, more or less, and being situated in the South half of the NW¼ and in the North half of SE¼ of said Section 28.

This mortgage is executed for the purpose of correcting the defective description contained in that certain mortgage from the mortgagor to the mortgagee above named, which mortgage was dated November 7,1980 and was recorded November 10,1980 in mtge. book 407 page 538 and 539 in the Probate Office of Shelby County in Columbiana, Alabama

BOOK 409 PAGE 76

First National Bank of Columbiana
P.O. Box 277- Columbiana, Alabama 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 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 as security for the same.

We further certify that the above property has no prior lien or encumbrance thereon.

19810107000001720 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
01/07/1981 00:00:00 FILED/CERTIFIED

Witness ______my______ hand ____ and Seal ____, the day and year above written

Signed, Sealed, and Delivered in the Presence of

I acknowledge receipt of a copy of this instrument.

X Sign Gerald L Abernathy
a divorced unmarried man

IMPORTANT: IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

________________________(L. S.)

X Gerald L Abernathy (L. S.)
a divorced unmarried man

________________________(L. S.)

BOOK 409 PAGE 77

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
Corrected
1981 JAN -7 PM 3:39
[signature]
JUDGE OF PROBATE

Rec. 3.00
Ind. 1.00
4.00

This 12th May 82
FIRST NATIONAL BANK

THE STATE OF ALABAMA
Shelby County.

I, Dinah G. Boaz, a notary public in and for said County

hereby certify that Gerald L. Abernathy, a divorced unmarried man

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 7th day of November, 19 80

Dinah G. Boaz

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 for record at ______ o'clock __M, on the ______ day of ______, 19__ and duly recorded on the ______ day of ______, 19__ in Mortgage Record, Vol. ______, on page ______ No. ______

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 1903 — viz:

$______ ______ cents

______ Judge of Probate