

437



19810212000015400 Pg 1/2 .00  
Shelby Cnty Judge of Probate, AL  
02/12/1981 00:00:00 FILED/CERTIFIED

THE STATE OF ALABAMA,  
Shelby County.

This Deed of Mortgage, made and entered into on this, the 2nd day of February, 19 81  
between Arthur P. Cline & Wife Margie Lee Cline

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 twenty  
four thousand and no/100 DOLLARS,  
due by one promissory note(s) of this date due in full on June 3, 1981 together with  
interest as set out in said note.

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

Starting at the Southwest corner of the Northwest Quarter of  
Section 24, Township 18 South, Range One East, running along Quarter line  
East a distance of 330 feet; thence North 3 degrees East 352 feet for a  
point of beginning; thence continue North 3 degrees East 968 feet; thence  
East 3 degrees South 247 1/2 feet; thence South 3 degrees West 968 feet;  
thence 3 degrees North 247 1/2 feet back to point of beginning.  
Situated in Shelby County, Alabama,

BOOK 409 PAGE 857

1st Nat'l Bank of Ala.  
Columbia Valley Branch



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 our 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 \_\_\_\_\_, the day and year above written.

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

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE SIGNING IT (L. S.)

Arthur P. Cline (L. S.)  
Margie Lee Cline (L. S.)

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

1981 FEB 12 AM 10:53

Mtg. tax 36.00  
Rec. 30.00  
Int. 10.00  
40.00

FILED IN FULL AND SATISFIED  
NATIONAL BANK OF COLUMBIANA  
JUNE 19 1981  
LOCAL 101 JTY. IN FAC.

THE STATE OF ALABAMA  
Shelby County.  
JUDGE OF PROBATE

I, \_\_\_\_\_ a Notary Public in and for said County

hereby certify that Arthur P. Cline and wife Margie Lee Cline

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 2nd day of February

Arthur P. Cline  
My Commissioner

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

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