

607
THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 5th day of February, 1981
between Tidmore Oil Company, Inc.

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 \$50,000.00
Fifty-thousand and no/100----- DOLLARS,
together with interest as set out in said note
due by one promissory note(s) of this date in the amount of \$50,000.00 together with
interest as set out in said note and due May 6, 1981

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

Commencing at the S.E. corner of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 26, Township 21 South,
Range 1 West; thence North 2 deg. 58 min. West along the section line a distance
of 801.27 feet to the point of beginning of the property hercin described; thence
continue North 2 deg. 58 min. West along the Section line and West boundary of
Firehouse Street, a distance of 209.57 feet to a point; thence South 73 deg.
43' West along the South boundary of College Street, a distance of 155.98 feet
to a point; thence South 18 deg. 01 min. East a distance of 192.78 feet to a
point; thence North 80 deg. 00' East a distance of 102.48 feet to the point of
beginning. All of said lot being located in SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 26, Township
21, Range 1 West, Shelby County, Alabama.

28
PAGE
410
BOOK

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 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 their 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.

19810219000019100 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
02/19/1981 00:00:00 FILED/CERTIFIED

Witness our hand S and Seal S, the day and year above written.

Signed, Sealed, and Delivered in the Presence of
this instrument.

Sign

TIDMORE OIL COMPANY, INC.

By: Charles Tidmore (L.S.) Sec

By: Joe L. Tidmore (L.S.)

By: Joyce Tidmore (L.S.)

By: Brenda Tidmore (L.S.)

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

1981 FEB 19 AM 10:03

Thomas G. Snowden, Jr.
JUDGE OF PROBATE

Mtg TAX 75.00
Rec 3.00
Ind 1.00
79.00

THE STATE OF ALABAMA
Shelby County.

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

hereby certify that Charles Tidmore, Joe L. Tidmore, Joyce Tidmore and Brenda Tidmore, acting as Tidmore Oil Company, Inc.

whose names 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 5th day of February

[Signature]
1981

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 on 19 day of February, 1981 at 10 o'clock M. on the

and duly recorded on the 19 day of February, 1981 of

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 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

BOOK 410 PAGE 29