

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 23rd day of February, 19 81
between Robert Howard Perkins, a divorced, unremarried 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 \$18,000.00
Eighteen-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 principal amount of \$18,000.00 and
together with interest from date as set out in said note and due May 24, 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

A part of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 36, Township 21 South, Range 1 East

more particularly described as follows: Commence at the Northwest corner

of said quarter-quarter section and run thence in an Easterly direction

along the Northern boundary of said quarter-quarter section a distance of

600 feet to point of beginning; thence continue in the same direction

along the Northern boundary of said quarter-quarter section a distance of

420 feet to a point; thence turn to the right and run Southerly parallel

with the Western boundary of said quarter-quarter section a distance of

210 feet to a point; thence turn to the right and run Westerly parallel

with the Northern boundary of said quarter-quarter section a distance of

420 feet to a point; thence turn to the right and run Northerly parallel

with the Western boundary of said quarter-quarter section a distance of

210 ft. to the point of beginning, containing 2 acres more or less.

Situated in Shelby County, Alabama.

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.

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
instrument.

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

(L. S.)

(L. S.)

(L. S.)

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
NOT DEED WAS FILED

1981 FEB 25 AM 8:32

Thomas P. Lawrence
JUDGE OF PROBATE

Noty. Tax 27.00
Rec. 300
100
31.00

BOOK 410 PAGE 111

THE STATE OF ALABAMA
Shelby County.

I, the undersigned, a Notary Public in and for said County
hereby certify that Robert Howard Perkins, 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 23rd day of February, 19 81

Delra E. Stewart

My Commission Expires January 30, 1985

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

and duly recorded on the day of, 19 day

in Mortgage Record, Vol. No., on pages Judge of Probate

Certificate

Recording

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

ALABAMA REAL ESTATE MORTGAGE

763

The State of Alabama, Jefferson County. Know All Men By These Presents: That whereas, James P. Montgolf, Jr. and his wife Sue Leach Montgolf, Mortgageors are indebted to

their promissory note of even date, in the amount of \$ 21318.33, payable to the order of Dial Finance Company of Alabama

payable in monthly instalments and according to the terms of said note, and in default in paying any instalment shall, at the option of the Mortgagee, be due and payable, less any required payments made by Mortgageors by Mortgagee. Said Note shall be in advance in any amount at any time and from time to time at notice or demand, render the entire unpaid balance of said Note and any future Note or Notes secured hereby shall be paid in full, together with the Note above described, or renewal thereof, or any extension thereof, to the Mortgagee the following described real estate lying and being situated in Shelby County, Alabama, to-wit:

NOW, THEREFORE, in consideration of said loan executed and delivered to Mortgagee by Mortgageors and evidencing either a future loan by Mortgagee or a refinancing of said loan, the Mortgageors hereby convey to the Mortgagee the following described real estate lying and being situated in Shelby County, Alabama, to-wit:

Begin at the southeast corner of the Southeast 1/4 of Section 16, Township 19, Range 1 West, in Shelby County, Alabama, and run along West said forty line 528 feet to the right of way of the Dunnivant County Highway for the point of beginning; thence run along said right of way in a Northeasterly direction 230 feet to a point; thence run East and parallel with South forty line 210 feet to a point; thence in a Southwesterly direction and parallel with the Dunnivant County Highway 210 feet to the South line of said forty; thence West along said forty line 210 feet to the point of beginning.

warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the said Mortgagee, its successors and assigns forever.

UPON CONDITION, HOWEVER, that if Mortgageors shall well and truly pay, or cause to be paid, the said Note or Notes, and each and all of them, and each and every instalment thereof when due, then this conveyance shall become null and void. But should Mortgageors fail to pay the Note or Notes, or any instalment thereof when due, then Mortgagee, its successors, assigns, agents or attorneys are hereby authorized and empowered to sell the said property hereby conveyed at auction for cash, in front of the Court House Door in the County in which the said property is located, first having given notice thereof for four successive weeks by publication in any newspaper published in the County in which said property is located, and execute proper conveyance to the purchaser, and out of the proceeds of said sale the Mortgagee shall retain enough to pay said Note or Notes and interest thereon, and the balance, if any, pay over to the Mortgageors. The Mortgagee or its assigns are authorized to bid for said property and become the purchaser at said sale.

Mortgageors further specially waive all exemptions which Mortgageors now or hereafter may be entitled to under the Constitution and laws of this or any other State. Whenever the context so requires plural words shall be construed in the singular.

IN TESTIMONY WHEREOF, Mortgageors have hereunto set their hands and affixed their seals this 19th day of February, 1981.

Witness: STATE OF ALA. SHELBY CO. Noty. tax - 32.10
I CERTIFY THIS Rec. - 1.50
TEXT WAS FILED 1.00
3460

Witness: 1981 FEB 25 AM 8:47 (If married, both husband and wife must sign)

STATE OF ALABAMA James A. Shandley, Jr.
JUDGE OF PROBATE
Jefferson COUNTY

I, the undersigned authority, in and for said County in said State, hereby certify that James P. Montgolf Jr. and his wife Sue Leach Montgolf

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

Given under my hand and official seal, this the 19th day of February, 1981.

This instrument was prepared by: E. DeGeorge 1707 Molly Cir.
Birmingham, Ala. 35215

942 C76 AL 1155 Huffman Road
P.O. Box 9449
Birmingham, Alabama 35215

Notary Public.

My commission expires May 23, 1981.