

THE STATE OF ALABAMA.

Shelby County.

305

This Deed of Mortgage, made and entered into on this, the 5th day of March, 1981
between Donna Lee Tatum and husband, Walter A. Tatum

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 \$13,100.00
Thirteen thousand one hundred and no/100----- DOLLARS,
due by One promissory note(s) of this date Ten quarterly installments beginning 6/5/81
and one each successive quarter until paid in full as set out in said note.

and being desirous of securing the payment of the same, and in consideration thereof, have 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

All that part of the hereinafter described property lying North of the South line
of the SE 1/4 of the NE 1/4 of Section 10, Township 20 South, Range 1 West:

A parcel of land located in the NE 1/4 of the SE 1/4 and the SE 1/4 of the NE 1/4 of
Section 10, Township 20 South, Range 1 West, more particularly described as follows:

Commence at the NE corner of said NE 1/4 of the SE 1/4; thence in a Westerly direction
along the North line of said 1/4-1/4 Section a distance of 169.85 feet to the point
of beginning; thence continue along last described course a distance of 100.00 feet;
thence 116 degrees 18 minutes 30 seconds right in a Northeasterly direction a distance
of 368.02 feet; thence 116 degrees 18 minutes 30 seconds left in a Westerly direction
a distance of 1161.36 feet; thence 88 degrees 34 minutes left in a Southerly direction
a distance of 330.00 feet; thence 91 degrees 26 minutes left in an Easterly direction
a distance of 271.59 feet; thence 90 degrees 44 minutes 45 seconds right in a Southerly
direction a distance of 253.69 feet; thence 74 degrees 50 minutes left in a South-
easterly direction a distance of 266.65 feet; thence 4 degrees 52 minutes 30 seconds
right in a Southeasterly direction a distance of 270.43 feet to the beginning of a
curve to the left, having a radius of 141.71 feet and a central angle of 58 degrees
51 minutes 45 seconds; thence in a Northeasterly direction along arc of said curve,
a distance of 145.58 feet to end of said curve; thence Northeasterly along a line
tangent to said curve, a distance of 51.06 feet to the beginning of a curve to the
left having a radius of 292.53 feet and a central angle of 39 degrees 12 minutes 30
seconds; thence in a Northeasterly direction along arc of said curve a distance of
200.18 feet to end of said curve; thence Northeasterly along a line tangent to said
curve a distance of 209.59 feet to the point of beginning.

Situated in Shelby County, Alabama.

CAHABA VALLEY BRANCH

National Bank of Columbiana

P. O. BOX 43363

COLUMBIANA, ALABAMA 35243

See Release / Use Book 88 Page 463 (8-28-84)
BOOK 410 PAGE 495

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.

19810309000026510 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
03/09/1981 00:00:00 FILED/CERTIFIED

Witness OUR hand S and Seal S, the day and year above writt

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

Caution - It is important that you
read thouroughly before you sign.

Donna Lee Tatum
Walter A. Tatum

Donna Lee Tatum (L. S.)
Walter A. Tatum (L. S.)

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THE STATE OF ALABAMA
Shelby County.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1981 MAR -9 AM 9:24
Thomas A. Shumaker, Jr.
JUDGE OF PROBATE

My TAX 19.65
Dec 3.00
Jud 1.00
23.65

I, a Notary public in and for said County
hereby certify that Donna Lee Tatum and husband Walter A. Tatum

whose name s 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, executed the same voluntarily on
the day the same bears date.

Given under my hand, this 5th day of March, 1981

Michael E. Bell

My Commission Expires
May 11, 1984

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
record at o'clock M., on the 5th day of March, 1981

and duly recorded on the 5th day of March, 1981

in Mortgage Record, Vol. 410, on pages 496

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
within instrument as required by Acts 1902 and 1903
- viz: \$ cents

Judge of Probate