

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 26th day of March, 19 81
between Basil R. Smith and wife, Valera Smith

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 \$47,284.56
Forty-seven thousand two-hundred eighty-four and 56/100----- DOLLARS,
together with interest from date as set out in said note
due by one promissory note(s) of this date 60 equal monthly payments in amt. of \$1,091.27
each, including principal and interest, the 1st installment due May 3, 1981, and one
installment due the 3rd 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, have granted, bargained, sold and
conveyed and by these presents do they 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 lot in the Town of Columbiana, Alabama, described as follows: Commence at the
intersection of the SE right of way line of the Columbiana-Saginaw Cut Off paved
Highway with the NE right of way line of the L & N Railroad and run South 64 deg.
24' East along SE right of way line of said Highway 109.85 feet; thence North
25 deg. 26' East 29.40 feet to the Southeast margin of West College Street, South
of Columbiana; thence along SE margin of West College Street, South 63 deg. 29'
East a distance of 89.45 feet to the NW corner of W. C. Maddox lot; thence along
NW side of Maddox lot South 16 deg. 45' West 96.0 feet; thence South 8 deg. 03'
East 70.53 feet to corner of Maddox lot; thence along South side of Maddox lot South
51 deg. 07' East 93.78 feet; thence run South 17 deg. 19' West a distance of 103.54
feet; thence run South 79 deg. 10' West 41.69 feet to the East right of way line of
L & N Railroad; thence along the East right of way line of said L & N Railroad North
24 deg. 18' West 425.86 feet to point of beginning and being a part of the S½ of
NE¼ of Section 26, Township 21 South, Range 1 West.

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

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

Sign Basil R. Smith

AUTHOR - IT IS WELLED THAT THE ABOVE INSTRUMENT BE THOROUGHLY READ THIS
CONTRACT BEING A MORTGAGE

Basil R. Smith (L. S.)

Valera Smith (L. S.)

(L. S.)

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1981 MAR 30 AM 11:26

Mtg. tax - 7095
Rec. 300
Ind. 100
7495-

THE STATE OF ALABAMA
Shelby County.

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

I, the undersigned, a Notary Public in and for said County
hereby certify that Basil R. Smith and wife, Valera Smith

are
whose name S 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 26th day of March

Thomas A. Snowden, Jr.
1981 MAR 30

My Commission Expires August 1, 1982

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, 19day

and duly recorded on the day of, 19day

in Mortgage Record, Vol. 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: Judge of Probate

\$ cents