

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 4th day of April, 19 81
between Cleo Stubbs and Ester Stubbs

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 \$13,240.20
Thirteen-thousand two-hundred forty and 20/100-----DOLLARS,
due by one promissory note(s) of this date 60 monthly installments of \$220.67 each; the
first installment due the 4th day of May, 1981, and one installment due the 4th 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

Part of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 29, Township 21 South, Range 1 West, Shelby County,
Alabama, being more particularly described as follows:

From the southwest corner of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of said section, run in a northerly direc-
tion along the west line of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ for a distance of 199.82 feet, thence turn
an angle to the right for 140 deg. 37 min. 25 sec. and run in a southeasterly direction
for a distance of 165.83 feet to the point of beginning, thence turn an angle to the
right of 180 deg. and run in a northwesterly direction for a distance of 165.83 feet,
thence turn an angle to the right of 39 deg. 22 min. 35 sec. and run in a northerly
direction along the west line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance of 245.00 feet, thence
turn an angle to the right of 87 deg. 29 min. 34 sec. and run in an easterly direction
for a distance of 547.80 feet, thence turn an angle to the right of 86 deg. 50 min.
03. sec. and run in a southerly direction for a distance of 58.62 feet to a point of
curve, said curve being concave in a northeasterly direction and having a radius of
221.57 feet and a central angle of 23 deg. 26 min., thence turn an angle to the left
and run in a southeasterly direction along the arc of said curve for a distance of
90.62 feet, thence turn an angle to the right and run in a southwesterly direction
for a distance of 538.12 feet, more or less to the point of beginning.

Also part of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ all in Section 29, Township 21 South,
Range 1 West, Shelby County, Alabama, being more particularly described as follows:

From the Southwest corner of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of said section, run in a northerly direc-
tion along the west line of said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ for a distance of 199.82 feet, thence turn
an angle to the right of 140 deg. 37 min. 25 sec. and run in a southeasterly direction
for a distance of 165.83 feet to the point of beginning, thence continue along last
mentioned course for a distance of 307.00 feet, thence turn an angle to the left of
88 deg. 28 min. 20 sec. and run in a northeasterly direction for a distance of 527.75
feet, thence turn an angle to the left of 92 deg. 36 min. 20 sec. and run in a north-
westerly direction for distance of 172.69 feet to a point of curve, said curve being
concave in a northeasterly direction and having a radius of 221.57 feet and a central
angle of 11 deg. 20 min. 52 sec., thence turn an angle to the right and run in a
northwesterly direction along the arc of said curve for a distance of 43.88 feet,
thence turn an angle to the left and run in a southwesterly direction for a distance
of 538.12 feet, more or less, to the point of beginning.

All being situated in Shelby County, Alabama.

Also the right of ingress and egress over and along the roadway described in Deed
Book 326 Page 980 in Probate Office of Shelby County, Alabama.

✓ First National Bank of Columbiana
1000 17th, Columbiana, AL 36828

BOOK 411 PAGE 349

Handwritten signatures and stamps:
MORTGAGE
FILED
APR 9 1981
SHELBY COUNTY, ALABAMA

TO HAVE AND TO HOLD to the said party of the second part, its successors and assigns, forever, that 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 in 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.

19810409000039050 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
04/09/1981 00:00:00 FILED/CERTIFIED

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

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

Sign

CAUTION--IT IS IMPORTANT THAT YOU CAREFULLY READ THE
CONTRACT BEFORE YOU SIGN IT.

Cleo Stubbs (L. S.)
Ester Stubbs (L. S.)

STATE OF ALABAMA, SHELBY CO.
CERTIFY THIS
MORTGAGE WAS FILED

1981 APR -9 AM 8 57

Thomas P. Snowden, Jr.
JUDGE OF PROBATE

mtg. 1995-
Rec. 3.00
Sub. 1.00
23.95-

411 MAR 350

THE STATE OF ALABAMA
Shelby County.

I, the undersigned, a Notary Public and for said County
hereby certify that Cleo Stubbs and Ester Stubbs

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 4th day of April

Debra P. Stinson

My Commission Expires January 30, 1985

MORTGAGE	
TO	
THE STATE OF ALABAMA, Shelby County	
I, <u>Judge of Probate for said County, hereby certifies</u> that the within Mortgage was filed in my office for record at <u>o'clock</u> M., on the <u>day</u> of <u>19</u> and duly recorded on the <u>day</u> of <u>19</u> of <u>19</u> in Mortgage Record, Vol. <u>on pages</u> No. <u>Judge of Probate</u>	
Recording <u>Certificate</u>	
THE STATE OF ALABAMA, Shelby County	
I, <u>Judge of Probate for said County, hereby certifies</u> that the following privilege tax has been paid on the within instrument as required by Acts 1902 and 1908 - viz: <u>cents</u> <u>Judge of Probate</u>	