

MORTGAGE DEED

19810421000044220 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
04/21/1981 00:00:00 FILED/CERTIFIED

THE STATE OF ALABAMA,
Shelby County.

738

This Deed of Mortgage, made and entered into on this, the 14th day of April, 1981
between S. L. Tolleson, Jr. and wife, Betty Tolleson

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 \$22,155.80
Twenty-two thousand one-hundred fifty-five and 80/100----- DOLLARS,
together with interest from date as set out in said note
due by one promissory note(s) of this date in the amount of \$22,155.80 together with
interest from date as set out in said note and due October 13, 1981

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

All that part of the following described property lying East of Shelby County Highway
No. 42;

The SW $\frac{1}{4}$ of Section 1; the E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 2; the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 1;

The E $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 12; all in Township 22, Range 2 West, Shelby
County, Alabama.

ALSO, a tract of land 2 $\frac{1}{2}$ acres in the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 12, Township 22, Range
2 West, described as beginning at a point near the NE corner of said forty acres and
running nearly South to the public road; thence West and parallel with said road
265 feet; thence North to the North line of said forty; thence East to the point of
beginning.

Situated in Shelby County, Alabama.

LESS AND EXCEPT the following described parcel of land:

Begin at a point where the Northern right-of-way line of Shelby County Highway No. 42
intersects the Eastern boundary of the West $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 1, Township 22,
Range 2 West and run thence in a Southwesterly direction along said right-of-way
line a distance of 210 feet to a point; thence turn to the right and run Northerly
parallel with the Eastern boundary of the $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 300 feet to a
point; thence turn to the right and run Northeasterly parallel with the right-of-way
of Shelby County Highway No. 42 a distance of 210 feet to a point on the Eastern
boundary of the W $\frac{1}{2}$ of SE $\frac{1}{4}$ of said Section 1; thence turn to the right and run 300
feet to the point of beginning.

Situated in Shelby County, Alabama.

First National Bank of Columbiana
P. O. Box 977, Columbiana, AL. 35051

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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 of all 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 instalment 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 _____ 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 _____ hand _____ and Seal _____, the day and year above written.

I acknowledge receipt of a copy of

Signed, Sealed and Delivered in the Presence of

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

S. L. Tolleson, Jr.
Betty Tolleson

S. L. Tolleson, Jr. (L. S.)
Betty Tolleson (L. S.)

(L. S.)

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

1981 APR 21 AM 9:44

Thomas A. Shuman, Jr.
JUDGE OF PROBATE

19810421000044220 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
04/21/1981 00:00:00 FILED/CERTIFIED

Mtg. 33.30
Rec. 3.00
Ind. 1.00
37.30

THE STATE OF ALABAMA
Shelby County.

I, _____ the undersigned, a Notary Public _____ in and for said County hereby certify that S. L. Tolleson, Jr. and wife Betty Tolleson

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, they executed the same voluntarily on the day the same bears date.

Given under my hand, this 14th day of April

Thomas A. Shuman, Jr.
JUDGE OF PROBATE

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____

and duly recorded on the _____ day of _____, 19____

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: _____

\$ _____ cents

Judge of Probate

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