

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, 29th 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 \$9,000.00
Nine-thousand and no/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 \$9,000.00 together with interest
from date as set out in said note- 84 equal monthly payments in the amount of \$148.02;
the first payment due May 29, 1981, and one payment due the 29th 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, ha ve 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

The West half of the Northeast Quarter of the Northwest Quarter of Section 12,
Township 22 South, Range 2 West.
Situated in Shelby County, Alabama.

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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.

19810505000049970 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
05/05/1981 00:00:00 FILED/CERTIFIED

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.

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

Sign S. L. Tolleson, Jr.
Betty M. Tolleson

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

1981 MAY -5 PM 1:07

Thomas R. Shoverlin, Jr.
JUDGE OF PROBATE

mtg. 13.50
Rec. 3.00
Jud. 1.00
17.50

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 29th day of April

1981

Delma R. Stewart

My Commission Expires January 30, 1985

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 for
record at _____ o'clock _____ M., on the _____

day of _____, 19____

and duly recorded on the _____ of _____, 19____

in Mortgage Record, Vol. _____ No. _____, on pages _____

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 the
within instrument as required by Acts 1902 and 1903
-- viz: _____

\$ _____ cents _____ Judge of Probate

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