

96

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 22nd day of May, 1981
between Bobby Ray Boyd and wife, Susan Lynn Boyd

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 \$12,565.80
Twelve-thousand five-hundred sixty-five and 80/100-----DOLLARS,
due by one promissory note(s) of this date 60 equal monthly payments in the amount of
\$209.43 each, the first installment due July 5, 1981, and one installment due the 5th
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

Commencing at the NE corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 12, Township 24,

Range 15 East, run West along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ section for a distance
of 418.4 feet to a point on the West side of a public road; thence turn left and
run on a bearing of South 46 West for a distance of 151.8 feet; thence turn right
and run on a bearing of South 49 deg. 30 min. West and run for a distance of
270.00 feet, more or less, to the point of beginning of the land hereby conveyed;
thence turn right and run on a bearing of North 3 deg. 30 min. West for a distance
of 25.0 feet; thence turn left and run on a bearing of South 46 deg. 20 min. West
for a distance of 150.00 feet; thence turn left and run on a bearing of South
3 deg. 30 min. East for a distance of 50.0 feet; thence turn an angle to the left
of 90 deg. and run for a distance of 65.0 feet, more or less to a point on the
West boundary line of a public road; thence turn left and run in a northeasterly
direction along said West boundary line of said public road for a distance of
150.0 feet, more or less, to the point of beginning. The entire tract of land
hereinabove conveyed is situated in Shelby County, Alabama.

BOOK 412 PAGE 942

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.

19810602000061170 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
06/02/1981 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.

Sign Bobby R. Boyd

BEFORE SIGNING IT, YOU SHOULD READ IT THOROUGHLY AND BE SURE YOU UNDERSTAND IT.

Bobby R. Boyd (S.S.)
Susan Boyd (L.S.)

BOOK 412 PAGE 343

STATE OF ALABAMA
SHELBY COUNTY

1981 JUN -2 AM 10:54

Thomas A. Snowling, Jr.
JUDGE OF PROBATE

Boyd, Ray - 1890
Re. 300
Sub. 100
2290

THE STATE OF ALABAMA
Shelby County.

I, the undersigned, a Notary Public in and for said County
hereby certify that Bobby Ray Boyd and wife, Susan Lynn Boyd

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 22nd day of May, 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 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. _____
No. _____, on page _____
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