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19810610000063990 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
06/10/1981 00:00:00 FILED/CERTIFIED

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 2nd day of June, 19 81
between Taylor Fincher and wife, Mabel Fincher

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 \$21,240.24
Twenty-one thousand two hundred forty and 24/100-----DOLLARS,

due by One promissory note(s) of this date due in 84 monthly installments of \$252.86
each, the first installment due the 1st of July, 1981 and one installment 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 ES 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 part of the SE 1/4 of the SE 1/4 of Section 31, Township 18, Range 1 West, Shelby
County, Alabama, described as: Begin at the SE corner of said SE 1/4 of SE 1/4 of
said Section, Run North along quarter Section line 280 Feet to point of beginning;
thence in same direction 300 feet; thence in a Westerly direction and parallel with
the South boundary of said Quarter Section 100 feet; thence run South and parallel
with the East boundary to point directly West of point of beginning; run East and
parallel with South boundary of said 1/4-1/4 Section to point of beginning being a strip
100 feet East and West and 300 feet North and South.

Situated in Shelby County, Alabama.

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*Cahaba Valley Branch
First Nat'l Bank of Columbiana
A. Brown 43363
R. Brown 35743*

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 hereby acknowledge a receipt
of a copy of this instrument.

CAUTION: It is important that
you thoroughly read this instrument
carefully before you sign it. (L. S.)

Taylor Fincher
Mabel Fincher

Taylor Fincher (L. S.)
Mabel Fincher (L. S.)

1981 JUN 10 AM 9:51
Mfg. 31.95
Rec. 2.00
Ind. 1.00
35.95
JUDGE OF PROBATE

THE STATE OF ALABAMA
Shelby County.

I, a Notary Public in and for said County
hereby certify that Taylor Fincher and wife, Mabel Fincher

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 2nd day of June, 19 81

Michael E. Will
My Commission Expires
May 11, 1984

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MORTGAGE

TO

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

Recording _____
Certificate _____
THE STATE OF ALABAMA,
Shelby County

Judge of Probate

_____ day of _____, 19 _____
and duly recorded on the _____ day
of _____, 19 _____
in Mortgage Record, Vol. _____
No. _____, on pages _____