

433

MORTGAGE DEED

19810612000064630 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
06/12/1981 00:00:00 FILED/CERTIFIED

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 22nd day of May, 1981
between Roger Dale Massey and wife Patricia S. Massey

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 \$36,500.00
Thirty six thousand five hundred and no/100-----DOLLARS,
due by One promissory note(s) of this date at 36 monthly installments at \$611.42 each
beginning 6/21/81 and one installment of \$30,582.61, with interest from date as set
out in said note.

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 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

Begin at the Northeast corner of SE 1/4 of NE 1/4, Section 35, Township 20 South
of Range 3 West; thence run in westerly direction along north boundary of said
quarter-quarter section 299.98 feet to the point of intersection with East boundary
of right of way of L & N Railroad; thence turning an angle of 83 degrees and 18
minutes to the left run in southwesterly direction 937.16 feet to south boundary of
a county road easement, said point being the point of beginning of tract of land
hereby described. Thence continuing along a straight line which is the East boundary
of r/o/w of L & N Railroad run 183.61 feet; thence turning an angle of 96 degrees
44 minutes and 30 seconds to the left, run in easterly direction 108.93 feet
to the point of intersection with the west boundary of r/o/w of U. S. Highway
No. 31; thence turning an angle of 83 degrees 52 minutes 30 seconds to the left
run in Northeasterly direction along said line of said r/o/w of said Highway
53.71 feet; thence turning an angle of 90 degrees and 43 minutes to the left
run in westerly direction along boundary of said r/o/w 21.72 feet; thence
turning an angle of 90 degrees and 33 minutes to the right run in North-
easterly direction along said west line of said r/o/w 118.74 feet to south
boundary of county road easement, thence turning an angle of 90 degrees
and 00 minutes left run in Northwesterly direction along said south line
of said County Road 84.30 feet to the point of beginning. Except a one foot
strip of land running along the south edge of the property herein described.

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First Nat'l Bank of Columbiana
P.O. # 43343
Bham. Al. 35243

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.)

Roger Dale Massey
Patricia S. Massey

Roger Dale Massey (L. S.)
Patricia S. Massey (L. S.)

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT IS
FILED FOR RECORD

1981 JUN 12 AM 9:48

Thomas A. Shumaker, Jr.
JUDGE OF PROBATE

mtg. 54.75
Rec. 3.00
Insd. 1.00
58.75

THE STATE OF ALABAMA
Shelby County.

I, Notary Public in and for said County

hereby certify that Roger Dale Massey and wife, Patricia S. Massey

are
whose name 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, 19 81

Michael E. Hill

19810612000064630 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
06/12/1981 00:00:00 FILED/CERTIFIED

MORTGAGE

TO

THE STATE OF ALABAMA,
Shelby County

I, Judge of Probate for said County, hereby certifies
that it, within Mortgage was filed in my office for
record at o'clock M., on the day of, 19 day

and duly recorded on the day of, 19 day

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 certifies
that the following privilege tax has been paid on the
within instrument as required by Acts 1902 and 1908
— viz: Judge of Probate

\$ cents

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