

590

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 14th. day of July, 1981
between Mario F. Cordova and wife, Mary Carolyn Cordova

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 (\$30,000.00)
Thirty Thousand and no/100 - - - - - DOLLARS, toge
with interest from date at rate set out in note evidencing this indebtedness
due by One promissory note(s) of this date due in 120 successive monthly installmen
of \$560.31 each; the first installment shall be due on August 14, 1981

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 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

Commence at the Northwest corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16,
Township 19 South, Range 2 West, Shelby County, Alabama, thence run
Southerly along the West line of said quarter-quarter 630.48-feet to a
point; thence 38 deg. 37 min. 30 sec. left and run Southeasterly 139.41
feet to the point of beginning of the property being described; thence
1 degree 01 minute right and run Southeasterly 181.95 feet to a point;
thence 39 deg. 00 min. right and run Southerly 62.10 feet to a point;
thence 43 deg. 35 min. left and run Southeasterly 225.54 feet to a point
on the North right-of-way line of Valleydale Road; thence 104 deg. 38 min.
left and run Northeasterly along the said North right-of-way line of
Valleydale Road 244.83 feet to a point; thence 75 deg. 55 min. left and
run Northwesterly 394.35 feet to a point; thence 88 deg. 57 min. left
and run Southwesterly 175.55 feet to the point of beginning; being
situated in Shelby County, Alabama.

see Release Use Book 414 page 196

RIVERCHASE BRANCH

FIRST NATION K OF COLUMBIANA
101 RIVERCHASE PARKWAY EAST
BIRMINGHAM ALABAMA 35244

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.

19810717000078550 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
07/17/1981 00:00:00 FILED/CERTIFIED

Witness OUR hand S and Seal S, the day and year above writte

Signed, Sealed, and Delivered in the Presence of

I acknowledge receipt of a copy of
this instrument.

Sign Mary Evelyn Cordova

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

[Signature] (L. S.)
Mary Evelyn Cordova (L. S.)

(L. S.)

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to the mortgagors simultaneously herewith.

THE STATE OF ALABAMA
Shelby County.

I, Peggie W. Lovery, A Notary Public in and for said County
hereby certify that Mary Evelyn Cordova and Mario F. Cordova

whose name S 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, have executed the same voluntarily on the day the same bears date.

Given under my hand, this 14th day of July, 1981

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

1981 JUL 17 AM 9:42

My commission expires August 1981

Mtg. 45.00
Ref. 3.00
Ins. 1.00
49.00

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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