

408

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 11th day of August, 1981
between James Jerry O'Neal and wife, Kathleen O'Neal

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 (32,759.52)
two thousand seven hundred fifty nine and 52/100 - - - - - DOLLARS,

due by one promissory note(s) of this date 24 successive equal monthly installments of \$111.
the first installment shall be due on September 11, 1981 and one of such remaining installments
shall be due on the 11th day of each successive month thereafter until the entire indebtedness
is paid in full,

and being desirous of securing the payment of the same, and any other indebtedness to the owner or holder hereof, whether
heretofore or hereafter incurred, and whether or not of the same general kind of indebtedness as that secured by this mort-
gage, and whether the makers of this mortgage owe said other indebtedness as makers, endorsers or otherwise, in considera-

tion thereof, have 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 SW corner of Section 22, Township 20, South, Range 1 East; thence run
East along the South line of said Section a distance of 150.05 feet; thence turn an
angle of 76 deg. 14 min. 00 sec. to the left and run a distance of 38.39 feet to the
point of beginning; thence continue in the same direction a distance of 372.32 feet;
thence turn an angle of 110 deg. 24 min. 35 sec. to the left and run a distance of
126.94 feet; thence turn an angle of 69 deg. 35 min. 25 sec. to the left and run a
distance of 355.07 feet to the North right of way of Shelby County HWY. No. 40; thence
turn an angle of 102 deg. 47 min. 36 sec. to the left and run along said Hwy. Right
of way a distance of 122.00 feet to the point of beginning.

Situated in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 22, Township 20 South, Range 1 East, Shelby
County, and containing 1.00 acre, according to survey of Frank W. Wheeler, Registered
Land Surveyor, dated July 9, 1981.

Subject to easements and rights of way of record.

BOOK 414 PAGE 738

This mortgage held in full and released by
the First day of August, 1981
BY NATIONAL BANK OF COLUMBIANA
SLEBIA FILED VOL. 224 P. 401 ATTY. IN FACT

RECORDED
INDEXED
AUG 13 1981

1st Note on 2nd page

420 7
420

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, including any other indebtedness as described on page 1 hereof, 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

CAUTION: IT IS A GOOD IDEA TO READ THIS CONTRACT BEFORE YOU SIGN IT.

James Jerry O'Neal
Kathleen O'Neal

James Jerry O'Neal (L. S.)
Kathleen O'Neal (L. S.)

(L. S.)

STATE OF ALABAMA, SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED

1981 AUG 13 AM 9:11

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Mortgage - 420
Rec 300
Ind. 100
820

This mortgage paid in full and satisfied this
the 31st day of August 1981
BY NATIONAL BANK OF COLUMBIANA
FILED VOL. 224 P. 401 ATTY. IN FACT

BOOK 414 PAGE 739

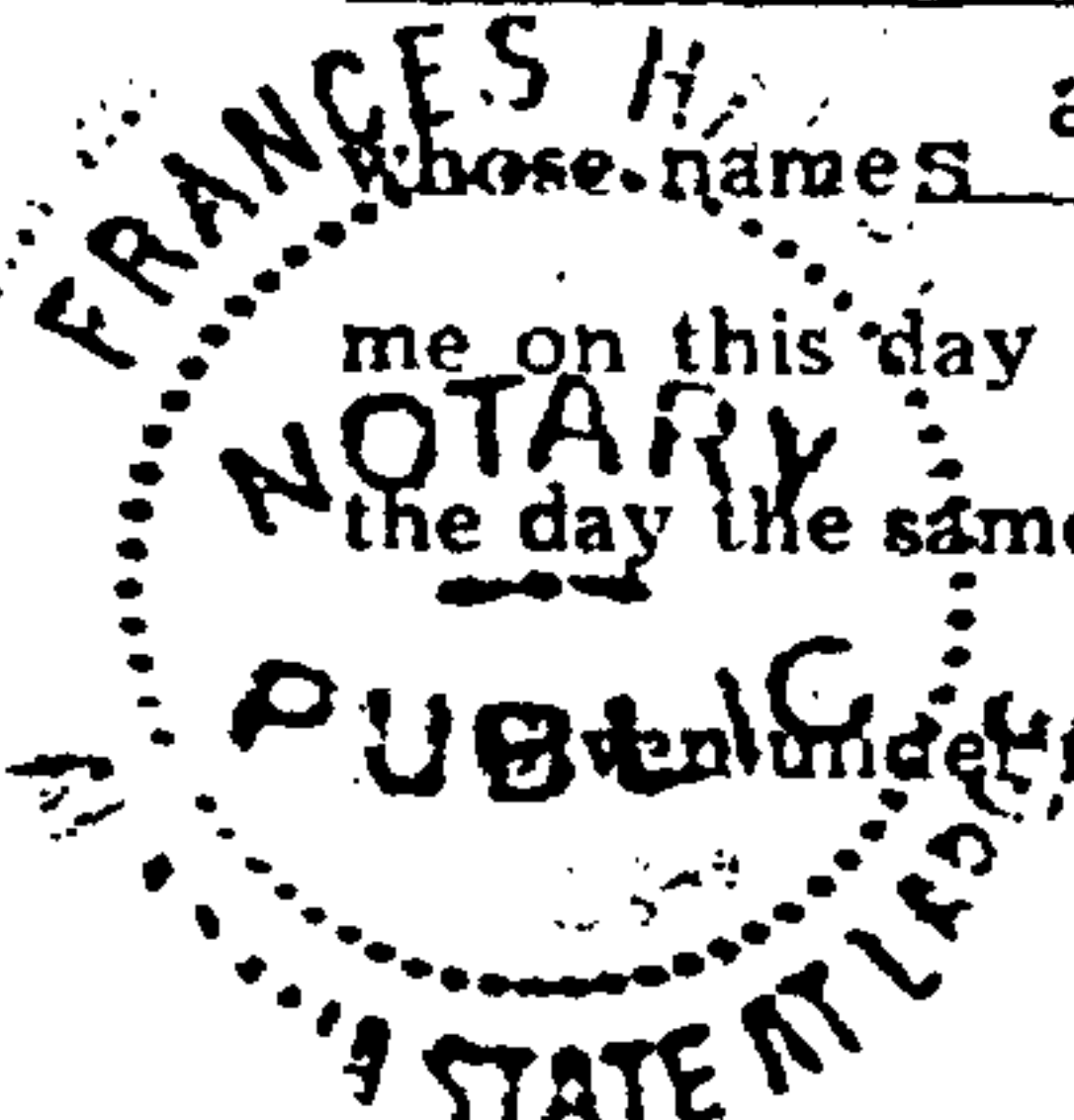
THE STATE OF ALABAMA
Shelby County.

I, the undersigned, a Notary Public in and for said County
hereby certify that James Jerry O'Neal and wife, Kathleen O'Neal

those 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.

Under my hand, this 11th day of August, 19 81

Frances Hardy
My Commission Expires September 8, 1983



19810813000088300 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
08/13/1981 00:00:00 FILED/CERTIFIED

MORTGAGE	
TO	
HE STATE OF ALABAMA, Shelby County	
I, <u>Judge of Probate for said County, hereby certifies</u> that the within Mortgage was filed in my office for record at <u>o'clock</u> M., on the <u>11th</u> day of <u>August</u> , 19 <u>81</u> and duly recorded on the <u>11th</u> day of <u>August</u> , 19 <u>81</u> of <u>11th</u> day of <u>August</u> , 19 <u>81</u> in Mortgage Record, Vol. <u>300</u> No. <u>100</u> , on pages <u>820</u>	Judge of Probate
Recording	Certificate
THE STATE OF ALABAMA, Shelby County	
I, <u>Judge of Probate for said County, hereby certifies</u> that the following privilege tax has been paid on the within instrument as required by Acts 1902 and 1908 — viz: <u>cents</u>	Judge of Probate