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Shelby Cnty Judge of Probate, AL
08/17/1981 00:00:00 FILED/CERTIFIED

THE STATE OF ALABAMA,
Shelby County.

518

This Deed of Mortgage, made and entered into on this, the 10th day of August, 1981
between Daniel Howard and wife, Shirley Howard

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 \$5,393.88
Five thousand three hundred ninety-three and 88/100-----DOLLARS,

due by One promissory note(s) of this date 36 monthly installments of \$149.83 each,
the first installment due the 15th day of Sept., 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, 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

From the Northeast corner of the NW 1/4 of the SE1/4 of Section 17, Township 19

South, Range 1 West, run South along the East line of said 1/4-1/4 a distance of
172.79 feet to a point of beginning; thence continue in a straight line a distance
of 157.21 feet; thence turn right 90 degrees 00 minutes a distance of 72.85 feet;
thence right 114 degrees 52 minutes to the point of beginning. Situated in Shelby
County, Alabama. This tract contains .13 acres.

BOOK 414 PAGE 799

First Nat'l Bank of Columbiana

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.

Daniel Howard
Shirley Howard

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

1981 AUG 17 AM 10:34

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

mtg. 8.10
Red. 3.00
Ind. 1.00
12.10

198108170000000000 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
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THE STATE OF ALABAMA
Shelby County.

a Notary Public

I, _____ in and for said County
hereby certify that Daniel Howard and wife, Shirley Howard

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 10th day of August, 19 81

Michael E. Hill

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 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