



19810901000094740 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
09/01/1981 00:00:00 FILED/CERTIFIED

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 26th day of August, 1981
between Howard G. Storey and wife, Darlene N. Storey

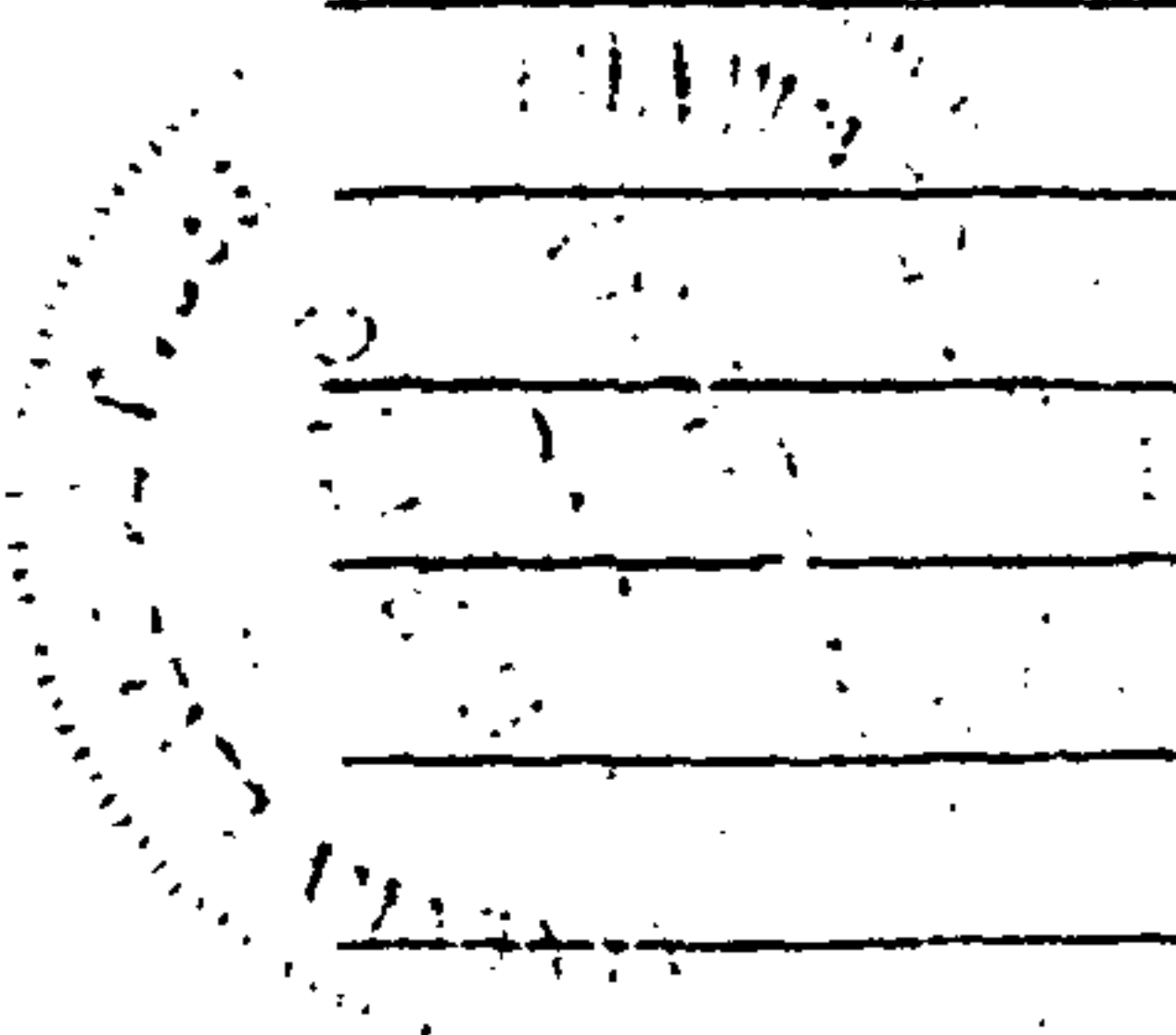
the party of the first part, and First National Bank of Columbiana, Columbiana, Ala., party of the second part,

WITNESSETH, that the party of the first part being indebted to the party of the second part in the sum of \$7,092.50
Seven-thousand ninety-two and 50/100 DOLLARS,
together with interest from date as set out in said note
due by one promissory note(s) of this date in the amount of \$7,092.50 together with
interest from date as set out in said note, 60 equal monthly payments in the amount of
\$168.38 each, the first payment due September 20, 1981, and one payment due the 20th
day of each successive month 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 they 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 $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 15, Township 21 South, Range 1 West,
in Shelby County, Alabama, said parcel being more particularly described as
follows: To find the Point of Beginning start at the Northwest corner of the SE $\frac{1}{4}$
of the NE $\frac{1}{4}$, Section 15, Township 21 South, Range 1 West; thence run North 86°-15'
East and along the North boundary of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ for a distance of 90.73
feet to the Point of Beginning; thence continue in an Easterly direction and
along the same bearing for a distance of 575.54 feet to a point; thence with a
deflection angle of 91°-35'48" right, run in a Southerly direction for a distance
of 449.11 feet to a point; thence with a deflection angle of 86°-32'-28" right,
run in a Westerly direction for a distance of 487.47 feet to a point; thence with
a deflection angle of 93°-42'06" right, run in a Northerly direction for a distance
of 80.02 feet to a point; thence with a deflection angle of 4°-24'49" left,
continue in a Northerly direction for a distance of 165.67 feet to a point; thence
with a deflection angle of 15°-21'-53" left, run in a Northwesterly direction for
a distance of 230.48 feet to the Point of Beginning forming an interior angle of
closure of 72°-03'-40", said parcel containing 5.38 acres more or less.

Less and except a 20.0 foot strip of uniform width lying directly East and Adjacent
to the entire West boundary of the above described parcel. Said strip reserved
as Right-of-Way.

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✓ First National Bank of Columbiana
P. O. Box 977, Columbiana, AL 35051

BOOK 415 PAGE 126

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 acknowledge receipt of a copy of this instrument.

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

Sign Howard G. Storey
Darlene N. Storey

Howard G. Storey (L.S.)
Darlene N. Storey (L.S.)
(L.S.)

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1981 SEP -1 PM 3:47
Thomas G. Snowden, Jr.
JUDGE OF PROBATE

Mtg Pay - 1065-
Rec. 300
Pd. 100
12615

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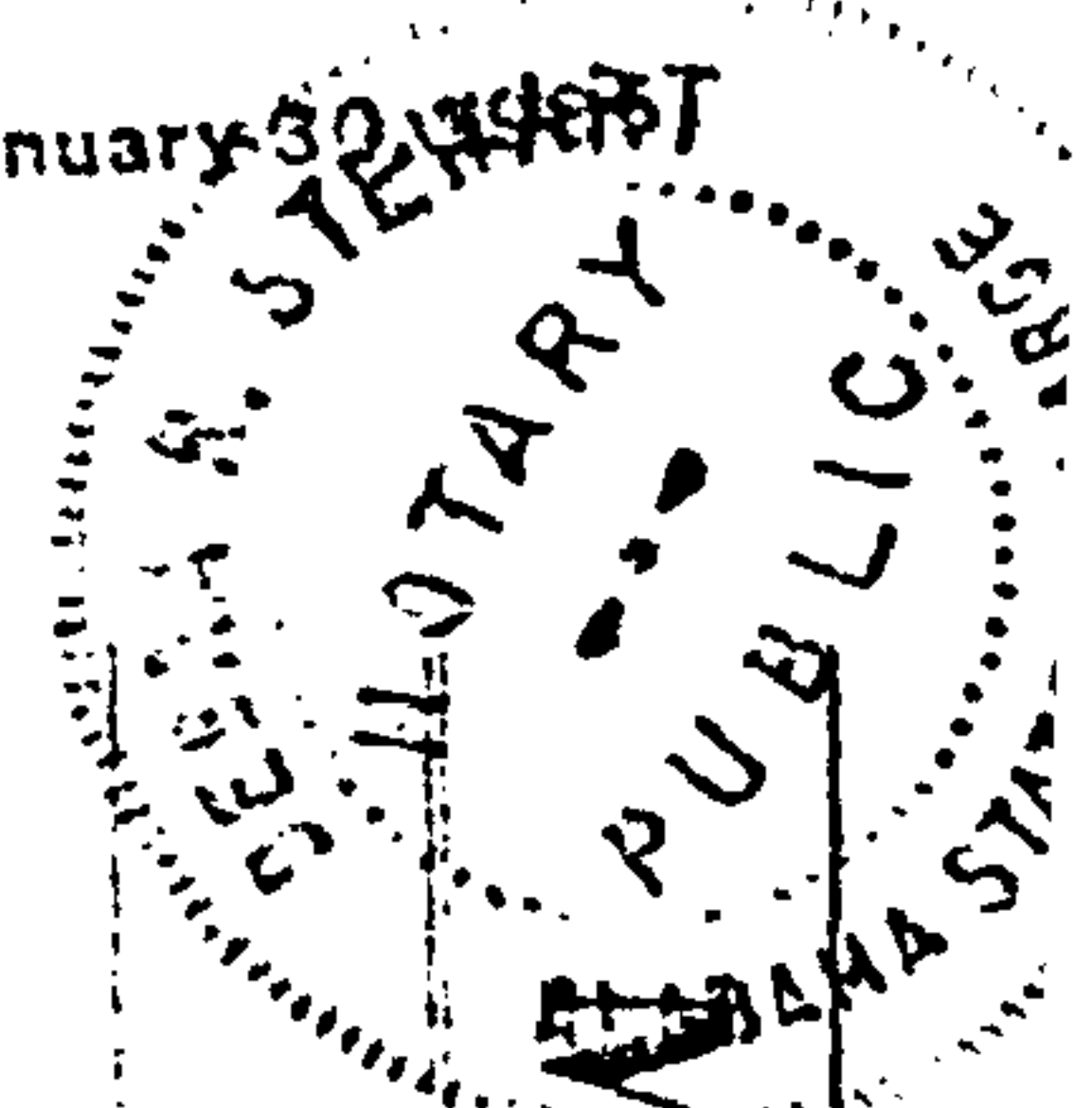
I, the undersigned, a Notary Public in and for said County hereby certify that Howard G. Storey and wife, Darlene N. Storey

whose 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.

Given under my hand, this 26th day of August, 19 81

Debra R. Stewart

My Commission Expires January 30, 1987



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 day

and duly recorded on the day of, 19 day 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