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19810904000095870 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
09/04/1981 00:00:00 FILED/CERTIFIED

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 2nd day of September, 19 81
between Lewis M. Foster and wife, Flora M. Foster

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 \$22,031.52
Twenty-two thousand thirty-one and 52/100----- DOLLARS,

due by one promissory note(s) of this date 84 equal monthly installments in the amount
of \$262.28 each; the first installment due October 10, 1981 and one installment due
the 10th 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, ha ve 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

Lot No. 11 according to McDow, Walton & Harrison Subdivision in the town of
Columbiana, Alabama, as shown by map recorded in Map Book 3, Page 153, in the
Office of the Probate Judge of Shelby County, Alabama.

Situated in Shelby County, Alabama.

BOOK 415 PAGE 214

This mortgage paid in full and satisfied this
the 5th day of August, 19 83
BY [Signature]
FIRST NATIONAL BANK OF COLUMBIANA
BY [Signature] ATTORNEY IN FACT
BEEPIA FILED VOL 22 P. 401

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

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.

Sign Lewis M Foster
Flora M. Foster

the 8th day of August 1981
FIRST NATIONAL BANK OF COLUMBIANA
BY SN
MORTGAGE PAID IN FULL AND SATISFIED

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

Lewis M Foster (L. S.)
Flora M. Foster (L. S.)

19810904000095870 Pg 2/2 .00 (L. S.)
Shelby Cnty Judge of Probate, AL
09/04/1981 00:00:00 FILED/CERTIFIED

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1981 SEP -4 AM 9:08

Mtg TAX 33.15
Rec 3.00
Jud 1.00
37.15

THE STATE OF ALABAMA
Shelby County.

Thomas A. Snowden, Jr
JUDGE OF PROBATE

I, the undersigned, a Notary Public in and for said County
hereby certify that Lewis M. Foster and wife, Flora M. Foster

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, executed the same voluntarily on the day the same bears date.

Given under my hand, this 2nd day of September, 1981

Debra R. Stewart

My Commission Expires January 30, 1985
My Commission Expires January 30, 1985

NOTARY PUBLIC
SHELBY COUNTY, ALABAMA
DEBRA R. STEWART

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, 1981 and duly recorded on the day of 19, 1981 in Mortgage Record, Vol. on pages No. Judge of Probate

Recording Shelby County

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