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THE STATE OF ALABAMA,
Shelby County.

19810904000095890 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
09/04/1981 00:00:00 FILED/CERTIFIED

This Deed of Mortgage, made and entered into on this, the 2nd day of September, 19 81
between Lewis B. Walker and wife, Imogene T. Walker

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 \$33,271.92
Thirty-three thousand two-hundred seventy-one and 92/100----- DOLLARS,
due by one promissory note(s) of this date 36 equal monthly payments in the amount of
\$924.22 each, the first payment due October 1, 1981, and one payment due the 1st 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

PARCEL I:

Commence at the Northeast corner of Section 27, Township 21 South, Range 1 West and run
South 1 deg. 44 min. East 849.4 feet to the right-of-way line of the dirt road; thence run
in a southwesterly direction along the right-of-way line of said dirt road a distance of
370 feet to a point; thence turn an angle of 90 deg. to the left and run Southerly 40
feet to the South right-of-way line of said dirt road being the point of beginning of the
lot herein conveyed; thence turn an angle of 90 deg. to the left and run Easterly along
the South line of said right-of-way 132 feet to the Northwest corner of George Brown
property; thence turn a 90 deg. angle to the right and run Southeasterly along the George
Brown property 200 feet, more or less, to the right-of-way of the Southern Railroad;
thence turn a 90 deg. angle to the right and run Westerly along the Northerly right-of-
way line of said Southern Railroad a distance of 389 feet to a point where said Southern
Railroad crosses the North right-of-way line of Alabama Highway No. 70; thence turn a 90
deg. angle and run Northwesterly 80 feet to a point on said dirt road; thence run along
the Southeasterly right-of-way line of said dirt road a distance of 275 feet to the point
of beginning; said property being situated in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27, Township
21 South, Range 1 West; containing 1.4 acres, more or less.

PARCEL II:

The SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 27, Township 21 South, Range 1 West, except 6 acres (forming
a square) in the SW corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section and also except 2 acres being, 210 feet
(North and South) by 420 feet (East and west) in the SE corner of said $\frac{1}{4}$ - $\frac{1}{4}$ Section.
Also excepting right-of-way of Columbiana By-Pass Highway.

There is excepted therefrom a lot in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27, Township 21 South,
Range 1 West, described as follows: Commence at the NE corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of
Section 27, Township 21 South, Range 1 West; thence run West along the North line of said
 $\frac{1}{4}$ - $\frac{1}{4}$ Section, a distance of 154.73 feet to the point of beginning; thence continue West
along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 380.88 feet; thence turn an angle
of 130 deg. 15 min. to the left and run a distance of 438.30 feet to the North R.O.W.
line of the Columbiana By-Pass, or State Highway 25; thence turn an angle of 90 deg. 00
min. to the left, and run along said R.O.W. line a distance of 290.70 feet; thence turn
angle of 90 deg. 00 min. to the left and run a distance of 192.21 feet to the point of
beginning. Situated in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 27, Township 21 South, Range 1
West, and containing 2.08 acres, Shelby County, Alabama.

ALSO LESS AND EXCEPT PORTIONS SOLD TO:

1. Alabama District Church of the Nazarene recorded in Deed Book 277, Page 366.
2. William J. Mims recorded in Deed Book 289, Page 653.
3. Howell Pryor Murphree recorded in Deed Book 294, Page 96.
4. Columbiana Church of Christ recorded in Deed Book 301, Page 531, all being recorded
in the Probate Office of Shelby County, Alabama. Situated in Shelby County, Alabama.

PARCEL III

N:W $\frac{1}{4}$ OF N.W. $\frac{1}{4}$, Section 17, Township 21 South, Range 1 East.

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

see Partial Release Mimeo. AL 55 pg 636 - (3-15-84)

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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 B. Walker
Imogene T. Walker

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

Lewis B. Walker (L. S.)
Imogene T. Walker (L. S.)

19810904000095890 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
09/04/1981 00:00:00 FILED/CERTIFIED

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

1981 SEP -4 AM 9:11

Thomas A. Shumaker, Jr.
JUDGE OF PROBATE

Mtg TAX 49.95
Rec 3.00
Jud 1.00
53.95

THE STATE OF ALABAMA
Shelby County.

I, the undersigned, a Notary Public in and for said County
hereby certify that Lewis B. Walker and wife, Imogene T. Walker

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

Given under my hand, this 2nd day of September, 19 81

Debra R. Stewart
My Commission Expires January 30, 1983

TO

MORTGAGE

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
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 1909
-- viz: \$ cents Judge of Probate

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