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THE STATE OF ALABAMA,
Shelby County.

19810904000095910 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 3rd day of September, 1981
between Joseph D. Barnes & Emojene Barnes

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 \$6,518.93
Six-thousand five-hundred eighteen and 93/100----- 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 \$6,518.93 together with
interest from date at rate as set out in said note, 84 equal monthly payments in the
amount of \$136.06 each, the first payment due October 3, 1981, and one payment due
the 3rd 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

From the NW corner of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 27, Township 18 South,

Range 2 East, run South along the West boundary of said quarter a distance of
410.00 feet to the point of beginning; thence continue in a straight line a
distance of 615.00 feet; thence left 97 deg. 33 min. a distance of 962.82 feet;
thence left 85 deg. 27 min. a distance of 440.86 feet, thence left 84 deg. 11 min.
a distance of 964.61 feet to the point of beginning of the property herein described.

ALSO, an easement for ingress and egress described as follows:

Commence at the NW corner of the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 27, Township 18 South,
Range 2 East; run East along the North line of said forty 1009.61 feet to a point;
thence turn an angle of 90 deg. 38 min. to the right and run South 525.78 feet
to the point of beginning of easement conveyed; thence turn an angle of 95 deg.
49 min. to the right and run West 50.14 feet to a point; thence turn an angle of
95 deg. 49 min. to the left and run South 440.86 feet to a point; thence turn an
angle of 94 deg. 33 min. to the left and run East 252.75 feet to a point; thence
turn an angle of 33 deg. 43 min. to the right and run Southeasterly 260 feet to
a point on the West right-of-way of Shelby County Highway No. 57; thence turn an
angle of 94 deg. 20 min. to the left and run Northeasterly along the West right-
of-way line of said highway a distance of 50 feet; thence turn an angle of 94
deg. 20 min. to the left and run a distance of 282 feet to a point; thence turn
an angle of 33 deg. 43 min. to the left and run a distance of 210 feet to a point;
thence turn an angle of 94 deg. 33 min. to the right and run North to point of
beginning of easement.

Situated in Shelby County, Alabama.

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

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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.

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

Joseph D. Barnes
Emojene Barnes

Joseph D. Barnes (S.)
Emojene Barnes (L. S.)

19810904000095910 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 9:09

Mtg TAX 9.90
Rec 3.00
Jud 1.00
13.90

THE STATE OF ALABAMA
Shelby County.

Thomas A. Steward, Jr.
JUDGE OF PROBATE

I, the undersigned, a Notary Public in and for said County
hereby certify that Joseph D. Barnes and wife, Emojene Barnes

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 3rd day of September, 19 81

Debra R. Stewart

My Commission Expires January 30, 1983

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 _____

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