

THE STATE OF ALABAMA,  
Shelby County.

19810908000097010 Pg 1/2 .00  
Shelby Cnty Judge of Probate, AL  
09/08/1981 00:00:00 FILED/CERTIFIED

This Deed of Mortgage, made and entered into on this, the 2nd day of Sept., 1981  
between Gerry W. Hill and wife, Pamela L. Hill

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 \$6,349.44  
Six Thousand Three hundred forty-nine and 44/100-----DOLLARS,  
due by One promissory note(s) of this date due in 48 monthly installments of \$132.28  
each, first installment due the 1st of Oct., 1981 and one each month thereafter until  
said indebtedness is paid in full.

and being desirous of securing the payment of the same, and any other indebtedness to the owner or holder hereof, whether  
heretofore or hereafter incurred, and whether or not of the same general kind of indebtedness as that secured by this mort-  
gage, and whether the makers of this mortgage owe said other indebtedness as makers, endorsers or otherwise, in considera-  
tion 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

Commence at the Southeast corner of the SE 1/4 of NW 1/4 of Section 9, Township 20  
South, Range 1 East; thence run North along the East line of said 1/4-1/4 Section  
and along the East line of the NE 1/4 of NW 1/4 of said Section 9, a distance of  
1905 feet to the point of beginning; thence continue North along the East line of  
said NE 1/4 of NW 1/4 a distance of 515 feet; thence run West, parallel with the  
South line of said SE 1/4 of NW 1/4 a distance of 467 feet; thence run South,  
parallel with the East line of said NE 1/4 of NW 1/4, a distance of 515 feet;  
thence run East, parallel with the South line of said SE 1/4 of NW 1/4, a distance  
of 467 feet to the point of beginning.  
Situating in Shelby County, Alabama.

Subject to easements and rights of way of record.

There is reserve an easement/or a driveway of equal width of 16 feet for the  
purpose of constructing a roadway over and across the above described property  
for access to Shelby County Public Road #55, as provided in the deed of conveyance  
from the widow and children of Harry J. Goode, deceased, to the grantor, Joyce  
Borders Glover, as shown by deed recorded in Deed Book 278, at Pages 618-22, Office  
of Judge of Probate of Shelby County, Alabama. The grantors and his successors in  
title shall have the right to use and enjoy said roadway easement across the other  
lands formerly owned by said Harry J. Goode, and shall also have the right to  
construct and use and enjoy a driveway of an equal width of 16 feet from the above  
described property to said main driveway easement, if necessary, to provide access  
from the above described property and said Shelby County Public Road No. 55.

Capuba Valley Branch  
First Natl. Bank of Columbiana  
P.O. Box 43313  
Bham, Al. 35243



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, including any other indebtedness as described on page 1 hereof, 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 \_\_\_\_\_ 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

Gerry W. Hill  
Pamela L. Hill

CAUTION: It is important that  
you thoroughly read this instrument  
carefully before you sign it. (L. S.)

Gerry W. Hill (L. S.)  
Pamela L. Hill (L. S.)

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

1981 SEP -8 PM 12:01

Thomas A. Sullivan, Jr.  
JUDGE OF PROBATE

mtg. 960  
Red. 300  
Int. 100  
1360

THE STATE OF ALABAMA  
Shelby County.

I, \_\_\_\_\_ a Notary Public \_\_\_\_\_ in and for said County  
hereby certify that Gerry W. Hill and Wife, Pamela L. Hill

\_\_\_\_\_s are  
whose name \_\_\_\_\_ 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 \_\_\_\_\_ Sept. \_\_\_\_\_, 19 \_\_\_\_\_ 81

Michael E. Hill

19810908000097010 Pg 2/2 .00  
Shelby Cnty Judge of Probate, AL  
09/08/1981 00:00:00 FILED/CERTIFIED

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 \_\_\_\_\_

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