



19810924000102820 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
09/24/1981 00:00:00 FILED/CERTIFIED

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 19th day of August, 19 81
between Bruce Allen Dean, Sr., a single man

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 \$28,951.20
Twenty-eight thousand nine hundred fifty-one and 20/100-----DOLLARS,
due by One prom'ssory note(s) of this date due in 120 installments of \$241.26 each;
the first installment due the 19th day of Sept., 1981 and one installment 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, ha VE 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

From the southwest corner of the southeast quarter of the northwest quarter
of Section 13, Township 19 South, Range 2 West, Shelby County, Alabama run
thence in a Northerly direction along the west line of said quarter-quarter
section for a distance of 668.86 feet; thence turn an angle to the right of
92 degrees 19 minutes 23 seconds and run in an easterly direction for a
distance of 356.41 feet to the point of beginning of the parcel herein described
thence continue eastward along the same course as before for 328.91 feet;
thence turn an angle to the right of 62 degrees 53 minutes 23 seconds and run
in a southeasterly direction for 224.30 feet and radial to a curve running
southwesterly; thence run southwesterly along the arc of a curve of 54.88 feet
to the end of said curve, said curve having a radius of 50.00 feet, a central angle
of 62 degrees 53 minutes 23 seconds and being concave southeasterly; thence run
southerly and westerly along the arc of a curve for a distance of 39.27 feet, said
curve having a radius of 25.00 feet, a central angle of 90 degrees 00 minutes and
being concave northwesterly; thence run in a westerly direction tangent to
last said curve and along the north right-of-way line of Surry Lane for
a distance of 218.03 feet; thence run northwesterly along the arc of a curve
in Surry Lane for a distance of 166.05 feet, said curve having a radius of
211.42 feet, a central angle of 45 degrees 00 minutes and being concave
northeasterly; thence run in a northwesterly direction along said north right-
of-way line tangent to said curve for 154.59 feet; thence turn an angle to
the right of 90 degrees 00 minutes 00 seconds and run northeasterly for a
distance of 138.48 feet to the point of beginning.

Mineral and mining rights excepted.

Situated in Shelby County, Alabama.

See release of probate Dec. 4/6 pg. 408 (8/24/82)
BOOK 415 PAGE 657

↓ 2NB
Columbiana

BOOK 415 PAGE 658

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 _____ my _____ hand _____ and Seal _____, 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.

Bruce A. Dean Sr.

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

(L. S.)

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1981 SEP 24 AM 11:16

Mtg tax 43.50
Per, 3.00
Sub. 1.00
47.50

THE STATE OF ALABAMA
Shelby County.

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

I, _____ a Notary Public _____ in and for said County
hereby certify that Bruce Allen Dean, Sr., a single man

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before
me on this day that, being informed of the contents of this conveyance, he executed the same voluntarily on
the day the same bears date.

Given under my hand, this 21st day of August, 19 81

Michael E. Hill

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Shelby Cnty Judge of Probate, AL
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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