

554

MORTGAGE DEED

19811020000111750 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
10/20/1981 00:00:00 FILED/CERTIFIED==

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 10th day of October, 1981
between Ronnie Joe Jones and wife, Joan Jones

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 \$21,876.12
Twenty-one thousand eight-hundred seventy-six and 12/100-----DOLLARS,
due by one promissory note(s) of this date 84 equal monthly installments in the amount
of \$260.43 each; the first installment due November 4, 1981, and one installment due
the 4th 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

Commence at a point where the Southeast right-of-way of County Highway No. 30 (Mardis
Ferry Road) intersects the West boundary of the E $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 20, Township
21 South, Range 1 East, being the point of beginning of the parcel of land herein
described; thence proceed in a Northeasterly direction along said Southeast right-
of-way of County Highway No. 30, being in a 1 deg. curve to the left and having a
chord distance of 209.00 feet to a point; thence turn an angle of 118 deg. 48 min.
30 sec. to the right (from the extended chord) and proceed for a distance of 209.00
feet to a point; thence turn an angle of 61 deg. 11 min. 30 sec. to the right and
proceed for a distance of 209.00 feet to the point of intersection with the West
boundary of said E $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 20; thence turn an angle of 118 deg. 48 min.
30 sec. to the right and proceed along said West boundary of said E $\frac{1}{2}$ of NW $\frac{1}{4}$ of
Section 20 for a distance of 209.00 feet to the point of beginning. Said parcel of
land is lying in the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 20, Township 21 South, Range 1 East
and contains 1.00 acre.

Situated in Shelby County, Alabama.

Subject to transmission line permits and public road rights of way of record.

Subject to right of way to Shelby County dated Dec. 28, 1962 recorded in Probate
Office of Shelby County, Alabama, in Deed Book 224, page 807.

Subject to restriction shown on deed from Jean C. King to A. D. Richert and wife,
dated Sept. 13, 1973 recorded in said Probate Office in Deed Book 282, page 552.

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

BOOK 416 PAGE 278

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

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

(L. S.)

(L. S.)

(L. S.)

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

1981 OCT 20 AM 11:02

Thomas A. Snowling
JUDGE OF PROBATE

Mtg. 32.85
Rec. 3.00
Ind. 1.00
25.85

19811020000111750 Pg 2/2 .00
Shelby Cnty Judge of Probate, AL
10/20/1981 00:00:00 FILED/CERTIFIED

THE STATE OF ALABAMA
Shelby County.

I, the undersigned, a Notary Public in and for said County
hereby certify that Ronnie Joe Jones and wife, Joan Jones

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

Given under my hand, this 10th day of October, 19 81

My Commission Expires August 1, 1982

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 day

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