



19811026000113880 Pg 1/2 .00
Shelby Cnty Judge of Probate, AL
10/26/1981 00:00:00 FILED/CERTIFIED

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 15th day of October, 19 81
between Johnny Duke

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 \$11,445.00
Eleven Thousand Four Hundred Forty-Five and no/100----- DOLLARS,

due by One promissory note(s) of this date due in 60 equal installment payments of
\$190.75 each, first installment due the 1st day of Dec., 1981 and one monthly
payment 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 S 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 Northeast corner of the NW 1/4 of Section 24, Township 18 South,

Range 1 East, run Southwardly along the East line of said quarter-

quarter a distance of 249.26 feet; thence continue in a straight line

along said quarter-quarter a distance of 235.00 feet; thence right 69

degrees 42 minutes a distance of 1118.16 feet to a point on the East

right-of-way line of Alabama Highway No. 25; thence right 94 degrees

25 minutes 30 seconds along the East line of said Alabama Highway No.

25 a distance of 137.56 feet to the point of beginning: thence continue

in the same direction a distance of 97.44 feet to a point; thence turn

right an angle of 86 degrees 15 minutes and run a distance of 153.63

feet to a point; thence turn to the right an angle of 89 degrees 40

minutes and run a distance of 96.31 feet; thence turn an angle of 90

degrees to the right and run along the Northern line of road easement

160 feet to the point of beginning.

Together with the non exclusive right to use for ingress and egress

40 foot road easement which forms the Southeastern boundary of subject

property. Said use shall be in common with W & W Builders, Inc., its

other assigns, successors and interest.

Situated in Shelby County, Alabama.

SHelby County Judge of Probate
10/26/1981
[Signature]

✓ Calhoun Shelby Branch
First Natl' Columbiana

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

Johnny Duke

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

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1981 OCT 26 AM 9:59
Flannery P. Ingram, Jr.
JUDGE OF PROBATE

Mtg Tax 17.25
Rec 3.00
Jud 1.00
21.25

BOOK 416 PAGE 490

THE STATE OF ALABAMA
Shelby County.

I, _____ the undersigned Notary Public _____ in and for said County hereby certify that Johnny Duke

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 15th day of October, 1981
Cynthia L. Evers

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. _____, on pages _____ No. _____ 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