Le releave mise. Book 44 Bg. 340 (3-18-82) 800x 417

RIVERCHASE BRANCH
FIRST NATIONAL BANK OF COLUMBIANA
101 RIVERCHASE PARKWAY EAST
BIRMINGHAM, ALABAMA 35244
ADDRESS CORRECTION REQUESTED

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 cer	rtify that t	he above p	-					on. ibove written.		
Signed, Sealed Sealed Sealed Sealed Sealed Sealed Sealed Sealed Sealed Sealed Sealed	d, and Deli	`	e Presence	of	o Seai				THAT YOU THIS!	12(46 S.)
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						-7 M		Jud		0
THE STATE OF Shelby Co	Kath	a (Gardne n Damp	r, a	Nota and v	ary Pul	olic Martha	ச். புக ளு.	ier ^{in and for}	said County
whose name shows day he day the same	that, being	g informed								
Given under 1	my hand, t	his2	9th.		day of _	Decem	ber 	achy.	,19 <u>_91</u> 5. Dard	mer.
\$	I, Judge of Probate that the following within instrument	HE STATE OF Shelby Co	Recording	Ju	in Mortgage Record,	and duly recorded on the	Judge of Probate that the within M record at	HE STATE OF Shelby Co		
centsJudge of	I, Judge of Probate for said County, hereby certithat the following privilege tax has been paid on within instrument as required by Acts 1902 and 1	OF ALABAMA, County		Judge of Probate	d, Vol, on pages	day of, 19 on the, 19	te for said County, hereby certifies Mortgage was filed in my office for o'clockM., on the	ALABAMA,	To	RTGAGE