THE STATE OF ALABAMA,

This Deed of Mortgage, made and entered into on this, the <u>30th</u> day of <u>December</u> , 19	81						
between Lomax Pulpwood & Lumber Co., Inc.							
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 \$19.000							
Nineteen - thousand and no/100	,						
interest from date as set out in said note and due April 1, 1982							
and being desirous of securing the payment of the same, and in consideration thereof, has granted, bargained, sold conveyed and by these presents do _es grant, bargain, sell and convey to the said party of the second part the prophereinafter described — that is to say, situated in the County of Shelby, in the State of Alabama, more particularly known as	presents do es grant, bargain, sell and convey to the said party of the second part the property that is to say, situated in the County of <u>Shelby</u> , in the State of Alabama, and n as						
All merchantable timber located on the following described land:							
All of the N' of the NE' of Section 24, Township 21 South, Range 1 West,							
lying West of State Highway 25.	—						
All of the St of the SE's of Section 13, Township 21 South, Range 1 West,	••••						
lying West of State Highway 25 and East of the Southern Railroad right-of-							
way.							
+							
All of the NE's of the SE's of Section 13, Township 21 South, Range 1 West,							
lying East of Southern Railroad right-of-way.							
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First National Bank of Columbiana							
First National Bank of Columbiana P. O. Box 977, Columbiana AL 35051							

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 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

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Witness	my	hand	_and Seal	, the day and year	above written.	
Signed, Sealed,	and Delivered in t	he Presence of		1001112400 141 <u>43407</u> 31	is on parket surgi Builde College	at You deckoughly 25.
cknowladge re : instrument.	eceipt of # cop	ny of		By:		Lybull is.
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reby certify that	_		_	ident of Lomax	Pulpwood &	_in and for said County
a corpo	ration					4
nose name <u>is</u>	igned to the foreg	oing conveyan	ce, and who	is	known to n	ne, acknowledged before
e on this day th	at, being informed	d of the conter	its of this cor	nveyance, <u>he</u>	executed	the same of histority or
e day the same b	ears date.					Tonger on the second
Given under my	hand, this	30th	day of	December		, 19 <u>81</u>
				<u> </u>	Zelvia ~	F. Stewart
•				MA.	Commission Expl	res January 30, 1985
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