

MORTGAGE DEED

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 9th. day of January, 1982
between Deal Stewart, Jr. and wife, Shelia Stewart

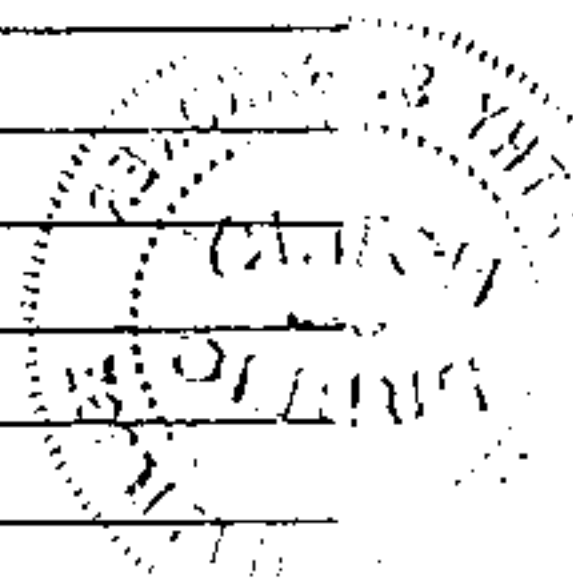
the party of the first part, and First National Bank of Columbiana, Columbiana, Ala., party of the second part,

WITNESSETH, that the party of the first part being indebted to the party of the second part in the sum of (\$12,000.00)
~~Twelve Thousand and no/100 - date & rate set out in note -~~ DOLLARS.
~~evidencing this indebtedness.~~

due by ~~one~~ promissory note(s) of this date due in 60 successive monthly payments
of \$295.15 each commencing on February 9, 1982 and one such installment
~~on the 9th. day of each month thereafter~~

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 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

Begin at the Southwest corner of the NE 1/4 of the NE 1/4 of Section 14
Township 21 South, Range 3 West, Shelby County, Alabama, thence run
easterly along the South line of said quarter-quarter 447.92 feet to a
point; thence 135 deg. 47 min. 54 sec. left and run Northwesterly
479.60 feet to a point in the centerline of Shelby County Highway No. 26
thence 86 deg. 49 min. 06 sec. left and run Southwesterly along the
centerline of said Highway 26 with a curve to the left having a central
angle of 9 deg. 03 min. 24 sec. and a radius of 1,964.08 feet; thence
continue southwesterly along centerline of said Highway along the arc
of said curve, a distance of 311.26 feet to a point; thence 92 deg. 35
min. left from chord and run southeasterly 175.75 feet to the point
of beginning; being situated in the NE 1/4 of the NE 1/4 of Section 14,
Township 21 South, Range 3 West, Shelby County, Alabama.
There is excepted herefrom the Highway right-of-way.



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

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

Sign

Shelia Stewart

Deal Stewart

(L. S.)

(L. S.)

THE STATE OF ALABAMA
Shelby County.

I, Kathy S. Gardner, Notary Public in and for said County hereby certify that Deal Stewart, Jr. and wife, Shelia Stewart

whose name S 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, have executed the same voluntarily on the day the same bears date.

Given under my hand, this 9 th. day of January, 19 82

Kathy S. Gardner

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

\$ cents

Judge of Probate