

THE STATE OF ALABAMA,

Shelby County.

This Deed of Mortgage, made and entered into on this, the 2nd day of February, 1982 between Cecil Williams, Jr., a divorced unmarried man

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 \$7,500.00 Seven-thousand five-hundred and no/100-----DOLLARS, together with interest from date at rate as set out in said note due by one promissory note(s) of this date in the amount of \$7,500.00 together with interest from date as set out in said note and due May 3, 1982

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 mortgage, and whether the makers of this mortgage owe said other indebtedness as makers, endorsers or otherwise, in considera-

tion thereof, has 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

The Southeast Quarter of the Northwest Quarter of Section 21, Township 20 South, Range 1 East, Shelby County, Alabama, lying West of Highway #109,

LESS AND EXCEPT therefrom the following described property:

A tract of land in the SE 1/4 of the NW 1/4, Section 21, Township 20 South, Range 1 East, described as follows: Begin at the Northwest corner of the SE 1/4 of the NW 1/4, Section 21, Township 20 South, Range 1 East; thence run South along the West line of the SE 1/4 of the NW 1/4 a distance of 780.00 feet; thence turn an angle of 89 degrees 14 minutes 35 seconds to the left and run a distance of 706.13 feet to a point on the West right of way line of Shelby County Hwy. 109; thence turn an angle of 110 degrees 34 minutes 44 seconds to the left and run along said Hwy. right of way a distance of 400.00 feet; thence turn an angle of 2 degrees 55 minutes 52 seconds to the left and continue along said Hwy. right of way a distance of 442.87 feet to a point on the North line of the said SE 1/4 of the NW 1/4; thence turn an angle of 66 degrees 35 minutes to the left and run West along the North line of said 1/4-1/4 section a distance of 399.18 feet to the point of beginning.

Situated in the SE 1/4 of the NW 1/4 of Section 21, Township 20 South, Range 1 East, Shelby County, Alabama.

Minerals and mining rights excepted.

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Handwritten notes and stamps including 'DEC 19 1982' and 'First National Bank of 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 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 my hand and Seal , the day and year above written.

I acknowledge, signed, sealed, and delivered in the Presence of this instrument.

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

Cecil Williams, Jr.

Cecil Williams, Jr. (L. S.)

_____ (L. S.)

_____ (L. S.)

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

1982 FEB -4 AM 9:30

Thomas A. Swanson, Jr.
JUDGE OF PROBATE

Party pay - 1125
Res. 300
Ind. 100
1525

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THE STATE OF ALABAMA
Shelby County.

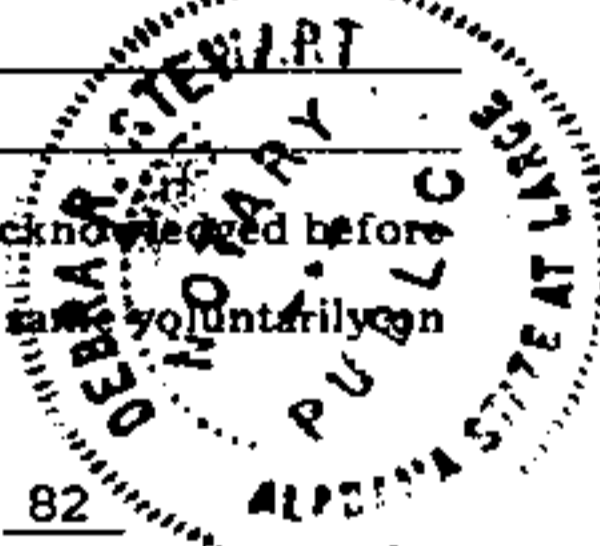
I, the undersigned, a Notary Public in and for said County hereby certify that Cecil Williams, Jr., a divorced unmarried man

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 2nd day of February, 19 82

Debra R. Stewart

My Commission Expires January 30, 1985



MORTGAGE

BY DEBRA R. STEWART day of Feb 19 82 TO

FILED IN 222 P

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