

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 26th day of January, 19 82
between Bert Ray Boaz and wife Carol Boaz

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

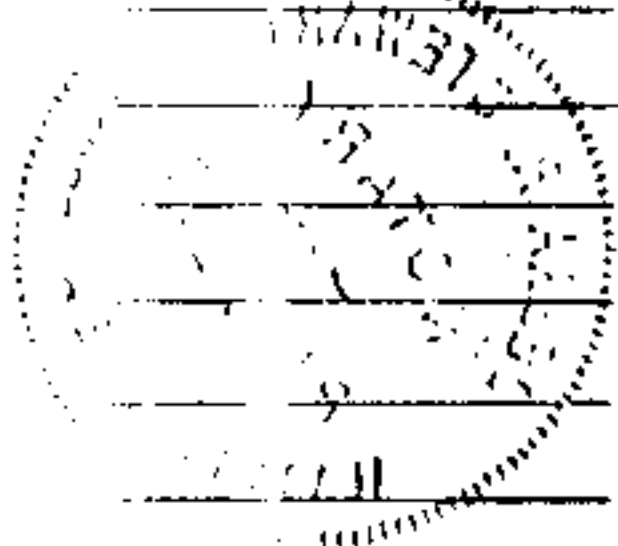
WITNESSETH, that the party of the first part being indebted to the party of the second part in the sum of \$30,920.64
Thirty thousand nine hundred twenty and 64/100-----DOLLARS,

due by one promissory note(s) of this date 96 monthly installments of \$ 322.09 each first
installment due the 5th day of March, 1982 and one installment due the 5th day of each
successive month 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, have 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

BOOK 418 PAGE 154

Begin at a point where the South line of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 5, Township 22 South,
Range 1 East intersects the East side of the right-of-way of the Montgomery Road; thence
run Northeasterly along the East right-of-way line of said road 990 feet to a point, being
the point of beginning of the property herein conveyed; thence run Southeasterly 800 feet
along a line to a point, if extended, would reach to the South line of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of
said Section 5, which said point on said SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of 2044 feet East of said intersection
with road, and which point is marked by a stob in the center of old Good Hope road, thence
run Southerly and parallel with the East right-of-way line of the Montgomery Road to Spring
Branch; thence run Westerly along Spring Branch 310 feet to a stob; thence run Northwesterly
and parallel with the North line of said lot being conveyed, to the East right-of-way
line of said Montgomery road a distance of 590 feet to the point of beginning.
Situated in Shelby County, Alabama.



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 our hand and Seal, the day and year above written.

Signed, Sealed, and Delivered in the Presence of

CAUTION - IT IS THE POLICY OF THE STATE OF ALABAMA TO RECORD CONTRACTS

Bert Ray Boaz (L. S.)
Carol J. Boaz (L. S.)
(L. S.)

Bert Ray Boaz
Carol J. Boaz

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

1982 FEB -4 AM 8:29

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Mtg fee - 46 50
Rec 3 00
Ind. 1 00
50 50

THE STATE OF ALABAMA
Shelby County.

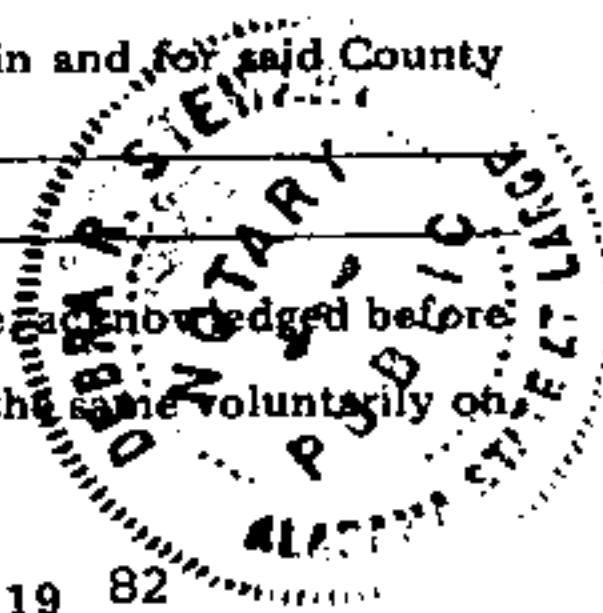
I, the undersigned, a Notary Public, in and for said County
hereby certify that Bert Ray Boaz and wife, Carol Boaz

whose name B. Boaz to the foregoing conveyance, and who are known to me and acknowledged before
me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on
the day the same bears date.

Given under my hand, this 26th day of January, 19 82

Debra R. Stewart

My Commission Expires January 30, 1985



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 26th day of January, 19 82

and duly recorded on the 26th day
of January, 19 82

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

BOOK 418 PAGE 155