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THE STATE OF ALABAMA,

Shelby County.

This Deed of Mortgage, made and entered into on this, the 15th day of February, 19 82
between Roger Massey, a Single 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 \$41,368.32
Forty-One Thousand Three Hundred Sixty-Eight and 32/100----- DOLLARS,
due by One promissory note(s) of this date 84 monthly installments of \$492.48 each
and the first installment due the 10th of March, 1982 and one installment 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
herebefore 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, has S 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

Commence at the Northeast corner of Section 2, Township 21 South, Range

3 West and run South 89 degrees West along the North line of said 40

acres 771 feet to the West line of a paved sidewalk running along U.S.

Highway No. 31; thence along the same South 107.3 feet to the Southeast
corner of a lot known as Corinthian Lodge Lot, to the point of beginning;

thence continue in the same direction South along said sidewalk 58.8 feet

to the Northeast corner of a lot owned by L.C. Payne and Maggie Payne;

thence turn right and run Westerly 98 feet along the North line of the

said L.C. Payne and Maggie Payne lot and parallel to the North line of the

lot being conveyed herein to the East right-of-way line of the L & N

Railroad; thence along same North 58.8 feet, more or less, to the South-

west corner of said Lodge Lot; thence turn an angle of 89 degrees 30

minutes to the right and run along the South line of said Lodge Lot and

in an Eastern direction 98 feet to the point of beginning. The same being

situated in the NE 1/4 of the NE 1/4 of Section 2, Township 21 South, Range 3
West.

Situated in Shelby County, Alabama.

✓ CANADA VALLEY BRANCH

FIRST NATIONAL BANK OF COLUMBIANA

P. O. Box 40883

BIRMINGHAM, AL 35243

BOOK 418 PAGE 427

See Assign Mee. DE 55 pg 48. (2-13-84)

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

CAUTION: It is important that you thoroughly read this instrument carefully before you sign it.

Signed, Sealed, and Delivered in the Presence of

Roger Massey a copy of this instrument.

Roger Massey (L. S.)

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

1982 FEB 18 AM 9:22

Robert A. Smith, Jr.
JUDGE OF PROBATE

Mtg TAX 62.10
Rec 3.00
Jud 1.00
66.10

THE STATE OF ALABAMA
Shelby County.

I, a Notary Public in and for said County

hereby certify that Roger Massey, a single 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 15th day of February, 19 82

Michael E. Hill

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 AM, 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

— viz: cents

Judge of Probate