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THE STATE OF ALABAMA,
Shelby County.

FILED FOR RECORD IN THE FIRST NATIONAL BANK OF COLUMBIANA, ALA. BY [Signature] 19 82
SEE PIA FILED VOL 224 P. 401 ATTY. IN FACT

This Deed of Mortgage, made and entered into on this, the 19th day of February 19 82
between William Loftin Clark and wife, Barbara M. Clark

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 \$23,366.20
Twenty-three thousand three-hundred sixty-six and 20/100----- DOLLARS,
due by one promissory note(s) of this date 60 equal monthly installments in the amount
of \$422.77 each; the first installment due March 20, 1982, and one installment due
the 20th 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, ha ve granted, bargained, sold, and conveyed and by these presents do they 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 N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 7, Township 24, Range 13 East lying Northeast
of Shelby County Highway No. 19.

ALSO, all that part of Fractional Section 12, Township 24, Range 12 East, lying North
of Shelby County Highway No. 19.

LESS AND EXCEPT the following described lot:

A parcel of land situated in the Northeast corner of Section 12, Township 24 North,
Range 12 East described as follows: Begin at the Northeast corner of said section 12
and proceed in a Northwesterly direction along the North boundary line of said Section
a distance of 330.0 feet, said North boundary line of said Section making an angle of
64 degrees 27 minutes to the left from the East boundary line of said Section; thence
at an angle of 115 degrees 33 minutes to the left and parallel to the East boundary
line of said Section run a distance of 272.1 feet; thence at an angle of 113 degrees
01 minutes to the left run a distance of 324.8 feet to the point of beginning, accord-
ing to a survey made by Floyd Atkinson, Registry No. 1352, on the 12th day of March, 1962.
Edgar Joe Clark and wife, Frances P. Clark reserve a 60 foot easement or right-of-way
described as follows:

Begin at the Northeast corner of Section 12, Township 24 North, Range 12 East and
proceed in a Northwesterly direction along the North boundary line of said Section a
distance of 330.0 feet, said North boundary line of said Section making an angle of
64 degrees 27 minutes to the left from the East boundary line of said Section; thence
at an angle of 115 degrees 33 minutes to the left and parallel to the East boundary
line of said Section run a distance of 272.1 feet; thence turn an angle of 113 degrees
01 minutes to the left and run a distance of 14.8 feet, more or less, to a point on the
Northeast right-of-way line of Shelby County Highway No. 19; said point being the point
of beginning of the easement herein reserved; thence continue along last described
course a distance of 310 feet, more or less, to the Northeast corner of said Section 12;
thence run East along the South line of Section 6, Township 24, Range 13 East a distance
of 180 feet; thence run in a Southwesterly direction a distance of 190 feet, more or
less, to a point on the West line of Section 7, Township 24, Range 13 East; said point
being 60 feet South of the Northwest corner of said Section 7; thence run in a South-
westerly direction a distance of 280 feet, more or less, to a point on the Northeast
right-of-way line of said County Highway 19; said point being 60 feet Southeast of

of the point of beginning; thence run in a Northwesterly direction along the Northeast
right-of-way line of said County Highway 19 a distance of 60 feet to the point of be-
ginning of the easement and right-of-way herein reserved.

Situated in Shelby County, Alabama

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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 be valid 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

I acknowledge receipt of a copy of this instrument

William L. Clark
Barbara M. Clark

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

William L. Clark
Barbara M. Clark

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

1982 FEB 19 PM 2:53

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

mtg. 35.10
Rec. 3.00
Ind. 1.00
39.10

(L.S.)

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THE STATE OF ALABAMA
Shelby County.

I, the undersigned, a Notary Public in and for said County

hereby certify that Barbara M. Clark, whose name, as Attorney in Fact for William L. Clark
and Barbara M. Clark, whose name individually

~~XXXX~~ XXXX signed to the foregoing conveyance, and who are is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, ~~they~~ she executed the same voluntarily on the day the same bears date, for herself individually and for and as the act of the said William L. Clark.

Given under my hand, this 19th day of February, 19 82

H. H. H. H.
Notary Public

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 19

day of 19
and duly recorded on the 19 day

of 19
in Mortgage Record, Vol. 19
No. 19, on pages 19

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:

\$ 19 cents

Judge of Probate

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