

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 2nd day of April, 19 82
between Jack Vansant and wife, Connie Vansant

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 \$50,155.20
Fifty-thousand one-hundred fifty-five and 20/100-----DOLLARS,

due by one promissory note(s) of this date 36 equal monthly installments in the amount
of \$1,393.20; the first installment due May 15, 1982, and one installment due the 15th
day of each successive month thereafter until said indebtedness is paid in full
(which note recites previous mortgages also secured hereby, as set out in said note)
and being desirous of securing the payment of the same, and in consideration thereof, ha _____ 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 _____, in the State of Alabama, and
more particularly known as

Commence at the NE corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 24, Township 21

South, Range 1 West, thence run South along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section

a distance of 849.31 feet to the point of beginning; thence continue South

along said $\frac{1}{4}$ - $\frac{1}{4}$ Section line, a distance of 29.10 feet; thence turn an angle

of 120 degrees 40 minutes to the left and run a distance of 255.19 feet;

thence turn an angle of 94 degrees 33 minutes to the right and run a distance

of 115.36 feet to the NW right-of-way line of the Columbiana By-Pass; thence

turn an angle of 90 degrees 00 minutes to the right and run along said right-

of-way line a distance of 246.64 feet; thence turn an angle of 21 degrees

50 minutes to the right and run along said right-of-way line a distance of

54.36 feet; thence turn an angle of 21 degrees 50 minutes to the left and

run along said right-of-way line a distance of 299.00 feet; thence turn an

angle of 72 degrees 50 minutes to the right and run a distance of 70.40 feet;

thence turn an angle of 57 degrees 17 minutes to the right and run a distance

of 200.92 feet; thence turn an angle of 77 degrees 35 minutes to the right

and run a distance of 273.65 feet to the point of beginning. Situated in

the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 24, Township 21 South,

Range 1 West, Shelby County, Alabama.

(This mortgage is not given in payment of, but as additional collateral and security for
that certain note and mortgage, dated December 2, 1978, and recorded in the Office of
Judge of Probate, Shelby County, Alabama in Book 386, page 299, securing \$73,492.32;
and that certain note and mortgage dated November 1, 1979, and recorded in the Office
of Judge of Probate, Shelby County, Alabama, in Book 398, pages 182/183 securing
\$30,222.00.

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.

David Tansant (L. S.)

Connie Vinson (L. S.)

I acknowledge receipt of a copy of this instrument.

Sign David Tansant
Connie Vinson

Mtg TAX 75.30
Rec 3.00
Jud 1.00
79.30

STATE OF ALA, SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1982 APR 12 AM 9:52
JUDGE OF PROBATE

THE STATE OF ALABAMA
Shelby County.

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

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

Given under my hand, this 2nd day of April, 1982

Delora 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 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