

1496

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 9th day of April, 1982
between Thomas A. Snowden, Jr. and wife, Dixie J. Snowden

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 \$88,915.90
Eighty-eight thousand nine-hundred fifteen and 90/100-----DOLLARS,
together with interest from date as set out in said note
due by one promissory note(s) of this date in the amount of \$88,915.90 together with
interest from date as set out in said note and due April 9, 1983,

and being desirous of securing the payment of the same, and in consideration 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

A parcel of land located in the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 36, Township 21 South,

Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the SW corner of the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 36, Township 21 South,

Range 3 West, thence Northerly along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section 393.5

feet to the NW corner of the EANES property and the point of beginning of tract

of land herein described; thence continue along the last mentioned course

487.5 feet to the SW corner of the BUCKNER property; thence 94 degrees 12 minutes

right Easterly 420 feet; thence 94 degrees 12 minutes left Northerly 210 feet;

thence 94 degrees 12 minutes right Easterly 913.62 feet to the East line of

said $\frac{1}{4}$ - $\frac{1}{4}$ Section; thence 85 degrees 56 minutes right Southerly along said

Section line 1091 feet to the SE corner of said Section; thence 94 degrees

04 minutes right Westerly along the South line of said Section 903.09 feet;

thence 85 degrees 48 minutes right Northerly 403.5 feet; thence 86 degrees

58 minutes left Westerly 427.9 feet to the point of beginning. EXCEPT right-

of-way of Shelby County Road #107. Situated in Shelby County, Alabama.

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First National Bank of Columbiana
P. O. Box 977, Columbiana, AL. 35051

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 hands 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.

Sign

Thomas A. Snowden, Jr.
Dixie J. Snowden

ANYONE IT IS IMPORTANT THAT YOU READ THIS
INSTRUMENT AND SIGN IT.

Thomas A. Snowden, Jr. (L. S.)

Dixie J. Snowden (L. S.)

Dixie J. Snowden (L. S.)

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

1982 APR 12 PM 2:28

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Mtg TAX 133.50
Dec 3.00
Fund 1.00
137.50

THE STATE OF ALABAMA
Shelby County.

I, the undersigned, a Notary Public in and for said County
hereby certify that Thomas A. Snowden, Jr. and wife, Dixie J. Snowden

whose names are signed to the foregoing conveyance, and who are known to me, 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 9th day of April, 1982

Frank L. Long

My Commission Expires August 1, 1982

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. 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