

## MORTGAGE DEED

THE STATE OF ALABAMA,

Shelby County.

This Deed of Mortgage, made and entered into on this, the 15th day of April, 19 82  
 between B. D. McManus, Jr. and wife, Lynda McManus

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 \$15,346.80  
Fifteen Thousand Three Hundred Forty-Six and 80/100-----  
 ----- DOLLARS,

due by One promissory note(s) of this date due in 60 equal installment payments of  
255.78 each, the first installment due the 28th day of May, 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  
 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 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

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A lot in the Southwest Quarter of Northwest Quarter of Section 26, Township 19  
South, Range 1 West, described as follows: Commence at the Northwest corner  
of the Southwest Quarter of Northwest Quarter of Section 26, Township 19 South,  
Range 1 West; thence run South along the West line of said Quarter-Quarter  
Section a distance of 270.40 feet to the point of beginning; thence continue  
South along the West line of said Quarter-Quarter Section a distance of 562.00  
feet to the right-of-way line of U. S. Highway No. 280; thence turn an angle of  
133 deg. 58 min. to the left and run along said right-of-way line a distance of  
85.79 feet; thence turn an angle of 9 deg. 49 min. to the right and along said  
right-of-way line a distance of 265.73 feet; thence turn an angle of 94 deg. 25  
min. to the left and run a distance of 451.80 feet to the point of beginning.  
Situated in the Southwest Quarter of the Northwest Quarter of Section 26,  
Township 19 South, Range 1 West, Shelby County, Alabama.  
Minerals and mining rights excepted.

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 S and Seal S, the day and year above written.

Signed, Sealed, and Delivered in the Presence of

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Lynda McManus (L. S.)  
B. D. McManus Jr. (L. S.)  
1982 APR 26 AM 10:50  
JUDGE OF PROBATE  
mtg. 23.10  
Rel. 3.00  
Incl. 1.00  
27.10

THE STATE OF ALABAMA  
Shelby County.

I, the undersigned Notary Public in and for said County hereby certify that B. D. McManus, Jr. and wife, Lynda McManus

s are whose name 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 15th day of April, 1982

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 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 - viz:

\$ cents

Judge of Probate