

THE STATE OF ALABAMA,

Shelby County.

This Deed of Mortgage, made and entered into on this, the 23rd day of April, 19 82
between Erskine R. Bentley and wife, Lois W. Bentley

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 \$11,612.01
Eleven-thousand six-hundred twelve and 01/100----- DOLLARS,
with interest from date as set out in said note
due by one promissory note(s) of this date 96 equal monthly payments in the amount of
\$216.21 each; the first payment due June 3, 1982, and one payment due the 3rd day of
each successive month thereafter until said indebtedness is paid in full

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

PARCEL I:

Commence at the Northeast corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 24, Township 21 South,
Range 1 West, thence run West along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of
454.87 feet to the point of beginning of the lot being conveyed; thence continue West
along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 140.53 feet to the Northeast corner
of former Henry Moon lot; thence turn an angle of 90 degrees to the left and run South
along said East line of Moon lot 215.00 feet; thence run East and along the North line of
the Walker lot a distance of 134.21 feet, more or less, to the West line of the grantees'
property; thence run North along the West line of grantees' property to the point of
beginning. Situated in Shelby County, Alabama.

PARCEL II:

Commence at the Northeast corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 24, Township 21 South,
Range 1 West, Shelby County, Alabama; thence run West along the North line of said $\frac{1}{4}$ - $\frac{1}{4}$
Section a distance of 454.87 feet; thence turn an angle of 88 degrees 31 minutes 03 seconds
to the left and run a distance of 288.33 feet to the point of beginning; thence continue
along last described course a distance of 216.79 feet; thence turn an angle of 89 degrees
14 minutes 23 seconds to the left and run a distance of 199.05 feet to the centerline of
a drive; thence turn an angle of 100 degrees 43 minutes 13 seconds to the left and run a
distance of 95.57 feet along the centerline of said drive; thence turn an angle of 53
degrees 38 minutes 47 seconds to the left and run a distance of 109.52 feet along the
centerline of said drive; thence turn an angle of 25 degrees 58 minutes 37 seconds to the
left and run a distance of 84.40 feet to the point of beginning.

ALSO, an easement for an 18 foot drive, 9.00 feet on either side of a center-line described
as: Commence at the NE corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 24, Township 21 South, Range 1
West, run South along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 556.28 feet to the
point of beginning; thence turn an angle of 93 degrees 25 minutes to the right and run a
distance of 130.70 feet; thence turn an angle of 27 degrees 37 minutes 47 seconds to the
right and run a distance of 105.19 feet; thence turn an angle of 21 degrees 46 minutes to
the right and run a distance of 66.97 feet; thence turn an angle of 27 degrees 52 minutes
to the right and run a distance of 95.57 feet; thence turn an angle of 53 degrees 38 min-
utes 47 seconds to the left and run a distance of 109.52 feet to the point of ending;

ALSO: Commence at the NE corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 24, Township 21 South,
Range 1 West, run South along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 556.28 feet
to the point of beginning; thence turn an angle of 88 degrees 30 minutes to the left and
run a distance of 174.60 feet to the Northwest right-of-way line of Alabama State Highway
No. 25 and the point of ending. Situated in Shelby County, Alabama.

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

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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, 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
I acknowledge receipt of a copy of
this instrument.

Sign

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

Ersine R. Bentley (L. S.)

Lois W. Bentley (L. S.)

Lois W. Bentley

Lois W. Bentley (L. S.)

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

1982 APR 28 AM 8:41

Thomas A. Shoultz, Jr.
JUDGE OF PROBATE

Mtg. 17.55

Rec. 3.00

Ind. 1.00

21.55

THE STATE OF ALABAMA
Shelby County.

I, the undersigned, a Notary Public in and for said County
hereby certify that Ersine R. Bentley and wife, Lois W. Bentley

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 23rd day of April, 1982

Debra 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. 19
No. 19, on pages 19

Judge of Probate

Recording 19

Certificate 19

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