

THE STATE OF ALABAMA,  
Shelby County.

35-1

This Deed of Mortgage, made and entered into on this, the 6th day of May, 19 82  
between Frank W. Elliott and wife, Joan L. Elliott

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 \$49,205.45  
Forty-nine thousand two-hundred five and 45/100----- DOLLARS,  
together with interest from date as set out in said note  
due by one promissory note(s) of this date 120 equal monthly payments in the amount of  
\$855.18 each; the first payment due June 5, 1982, and one payment due the 5th 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

Begin at the Southwest corner of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 27, Township 19,  
Range 1 East, and run due East a distance of 200 feet along the South line of said  
forty acres to a point at a fence junction; thence North 48 degrees East a distance  
of 200 feet to a point; thence North 45 degrees 15 minutes East a distance of 468.0  
feet to the point of beginning of the property herein conveyed; from said point of  
beginning run South 22 degrees East a distance of 208.7 feet; thence North 68  
degrees East a distance of 208.7 feet; thence North 22 degrees West a distance of  
208.7 feet; thence South 68 degrees West a distance of 208.7 feet to the point of  
beginning, containing one acre.

Situated in Shelby County, Alabama.

ALSO: A 20 foot wide easement for ingress and egress over that part of the NE $\frac{1}{4}$  of  
the NW $\frac{1}{4}$  of Section 27, Township 19, Range 1 East, Shelby County, Alabama, more par-  
ticularly described as beginning at the NW corner of said NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  and run  
South 160 feet and thence run East 200 feet for a starting point of the property  
hereby conveyed; thence run South 210 feet; thence run East 210 feet; thence run  
North 210 feet; thence run West 210 feet to the point of beginning.

ALSO commencing at the NW corner of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 27, Township 19  
Range 1 East, and run thence South a distance of 160 feet along the Westerly line  
of said 40 acre tract to a point in the Southerly right-of-way line of the paved  
Florida Short Route Highway; thence Easterly along the Southerly right-of-way line  
of the paved Florida Short Route Highway a distance of 620 feet for a point of  
beginning of the property hereby conveyed; thence South 210 feet; thence West 420  
feet; thence South to the Southerly line of the NE $\frac{1}{4}$  of the NW $\frac{1}{4}$ , Section 27, Town-  
ship 19, Range 1 East; thence East along the Southerly line of said 40 acre tract  
to where said line crosses Muddy Prong Creek; thence Northerly along the meander-  
ings of said creek to where the same crosses the Southerly right-of-way line of  
the paved Florida Short Route Highway; thence Westerly along the Southerly right-  
of-way line of the paved Florida Short Route Highway to the point of beginning.  
Less and except that part conveyed to Arlyn C. Reid and Bobbie L. Reid, as shown  
recorded in Deed Book 188, Page 235, in the Probate Office of 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

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

Frank M. Elliott

Frank M. Elliott (L. S.)

Joan L. Elliott

Joan L. Elliott (L. S.)

(L. S.)

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

1982 MAY 12 AM 10:03

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

Mtg. fee - 7395  
Rec. 300  
Inf. 100  
77 95

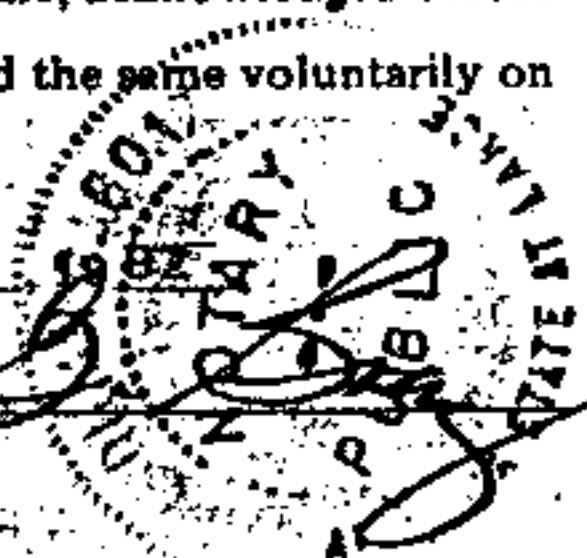
THE STATE OF ALABAMA  
Shelby County.

I, the undersigned, a Notary Public in and for said County  
hereby certify that Frank W. Elliott and wife, Joan L. Elliott

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 6th day of May

[Signature]



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

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