

#79

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 12th day of June, 1982
between Donald W. Gregory and wife, Teena I. Gregory

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 \$26,539.20
Twenty-six thousand five-hundred thirty-nine and 20/100----- DOLLARS,

due by one promissory note(s) of this date 120 equal monthly installment payments in
the amount of \$221.16 each; the first installment due July 15, 1982, and one install-
ment due the 15th day of each successive month 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 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 1:

Begin at the SW corner of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 29, Township 21 South, Range 1
West, Shelby County, Alabama; thence run Easterly along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$
710.43 feet to a point; thence 89 deg. 19 min. 43 sec. left and run Northerly 930.51
feet to a point on the South right of way line of the Southern Railway; thence 100 deg.
47 min. 25 sec. left and run West-Southwesterly along said right of way line 646.91 feet
to the P.C. of a railway curve to the left having a central angle of 1 deg. 37 min. 48
sec. and a radius of 2,688.85 feet; thence continue along said curve along chord dis-
tance of 76.49 feet to a point; thence 77 deg. 34 min. 47 sec. left from tangent and
run Southerly along the West line of said $\frac{1}{4}$ - $\frac{1}{4}$ 802.34 feet to the point of beginning,
containing 14.14 acres.

Also, an easement for a right of way to provide ingress and egress to and from the
above described property over and across the following described access road:
From the Northwest corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 32, Township 21 South,
Range 1 West, run Easterly along the North line of said quarter-quarter 400.50 feet
to a 2- $\frac{1}{2}$ inch capped pipe, on the West right of way line of access road, the point of
beginning of the herein described easement or access road; thence Southwesterly along
the Northerly boundary of the access road and along the line of George Winslett property
on the West deflecting 108 deg. 0 min. 10 sec. right 393.12 feet to a 5/8 inch iron
pin on said West right of way line; thence continuing Southwesterly deflecting 60 deg.
10 min. 23 sec. right 299.07 feet to a 5/8 inch iron pin, on the East line of the
NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 32, Township 21 South, Range 1 West; thence Southerly along
the said quarter-quarter line deflecting 76 deg. 21 min. 17 sec. left 30.00 feet to a
5/8 inch iron pin on said quarter-quarter line; thence Southwesterly deflecting 83 deg.
9 min. 56 sec. right 915.48 feet to a 2 $\frac{1}{2}$ inch capped pipe; thence Southerly deflecting
79 deg. 59 min. 59 sec. left 260.0 feet to a fence corner; thence Southwesterly de-
flecting 78 deg. 49 min. 15 sec. right 401.90 feet to a 5/8 inch iron pin on said
right of way line, and on the East right of way line of County Road Number 97; thence
Southerly along said right of way line deflecting 84 deg. 54 min. 46 sec. left 30.10
feet to a point, on the Southerly boundary of access road, and the East right of way
line of county Road Number 97, and located 494.83 feet North of the Southwest corner
of Law Kite property East of County Road Number 97; thence Northeasterly with the

(Continued on Attached page)

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
I acknowledge of a copy of
this instrument

Donald W. Gregory
Signature

Teena I. Gregory

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

Donald W. Gregory (L. S.)

Teena I. Gregory (L. S.)

(L. S.)

BOOK 421 PAGE 204

THE STATE OF ALABAMA
Shelby County.

I, the undersigned, a Notary Public in and for said County
hereby certify that Donald W. Gregory and wife, Teena I. Gregory

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 12th day of June 1982

Donald W. Gregory

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

Continuation of Property Description

Southerly boundary of the access road and along the line of Law Kite property on the South deflecting 95 deg. 5 min. 14 sec. left 429.11 feet to a point; thence Northerly deflecting 78 deg. 49 min. 15 sec. left 259.47 feet to a point; thence North-easterly deflecting 79 deg. 59 min. 59 sec. right 916.92 feet to a point; thence Northerly deflecting 83 deg. 9 min. 56 sec. left 31.81 feet to a point; thence Northeasterly deflecting 76 deg. 21 min. 17 sec. right 293.77 feet to a point; thence continuing Northeasterly deflecting 60 deg. 10 min. 23 sec. left 420.21 feet to a point, on said right of way line, and on the North line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 32, Township 21 South, Range 1 West; thence Westerly along said quarter-quarter line deflecting 108 deg. 0 min. 10 sec. left 31.01 feet to a 2 $\frac{1}{2}$ inch capped pipe, the point of beginning, containing 1.09 acres by survey, according to survey of Reese E. Mallette, Jr., Registered Land Surveyor, dated September, 1973.

Subject to easements and rights of way of record, and subject to an easement for a right of way to provide ingress and egress to and from property which adjoins on the East the property conveyed by this deed and the above described access road, said easement being described as follows: Commence at the S.E. corner of the SW Quarter of the SE Quarter of Section 29, Township 21 South, Range 1 West, Shelby County, Alabama; thence run Westerly along the South line of said quarter-quarter 625.10 feet to the point of beginning of the easement being described; thence continue along last described course 309.93 feet to a point; thence 108 deg. 0 min. 10 sec. right and run Northeasterly 31.54 feet to a point; thence 71 deg. 59 min. 50 sec. right and run Easterly 269.52 feet to a point; thence 89 deg. 19 min. 43 sec. right and run Southerly 30.0 feet to the point of beginning, said just described easement being 30 feet wide and parallel to the South line of said quarter-quarter and tying into an existing easement as shown on the Mallette map.

Situated in Shelby County, Alabama.

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

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

1982 JUN 15 AM 8:33

Thomas G. Shores, Jr.
JUDGE OF PROBATE

Mtg TAX 39.0
Dec H.2
Jud I.0
H.5.1