

351

THE STATE OF ALABAMA,  
Shelby County.

This Deed of Mortgage, made and entered into on this, the 15th day of June, 1982  
between Stephen W. Moeck and wife, Judith B. Moeck

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 \$15,000.00  
Fifteen-thousand and no/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 \$15,000.00 together with  
interest from date as set out in said note- 66 equal monthly payments in the amount  
of \$348.83 each, the first payment due July 25, 1982, and one payment due the 25th  
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

Lot No. 38 according to map of the 1974 Addition of Shelby Shores, Phase II, as  
recorded in Map Book 6, Page 33, in the Probate Office of Shelby County, Alabama.  
Situated in Shelby County, Alabama.

(This is a third mortgage)

BOOK 421 PAGE 264

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, 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 \_\_\_\_\_, the day and year above written.

Signed, Sealed, and Delivered in the Presence of  
I acknowledge receipt of a copy of  
this instrument.

Stephen W Moeck  
Judith B Moeck

Stephen W Moeck (L.S.)  
Judith B Moeck (L.S.)  
\_\_\_\_\_ (L.S.)

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1982 JUN 17 AM 8:21

Mtg TAX 22.80  
Rec 3.00  
Jud 1.00  
26.50

THE STATE OF ALABAMA  
Shelby County.

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

\_\_\_\_\_ the undersigned, a Notary Public \_\_\_\_\_ in and for said County  
herby certify that Stephen W. Moeck and wife, Judith B. Moeck

whose name S 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 15th day of June 19 82

Kay Pate

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. \_\_\_\_\_  
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