

THE STATE OF ALABAMA,  
Shelby County.

This Deed of Mortgage, made and entered into on this, the 11 day of June, 1982  
between Wayne J. and Martha B. Scotch

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 One hundred six thousand five hundred and no/100----- DOLLARS,

due by one promissory note(s) of this date with interest as set forth in  
said note and due October 9, 1982

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 mortgage, 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

PARCEL I: The southwest quarter of the southeast quarter of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama and more particularly described as follows:

BOOK 421 PAGE 386 From the northwest corner of said quarter-quarter section run thence in an easterly direction along the north line of said quarter-quarter section to its northeasterly corner; thence turn an angle to the right of  $163^{\circ} 47' 08''$  and run in a southwesterly direction for a distance of 184.61 feet; thence turn an angle to the left of  $9^{\circ} 48' 40''$  and run in a southwesterly direction for a distance of 264.52 feet; thence turn an angle to the left of  $54^{\circ} 33' 50''$  and run in a southwesterly direction for a distance of 268.65 feet; thence turn an angle to the right of  $24^{\circ} 36' 40''$  and run in a southwesterly direction for a distance of 299.48 feet to the point of beginning of the parcel herein described; thence turn an angle to the right of  $102^{\circ} 19' 40''$  and run in a northwesterly direction for a distance of 129.66 feet; thence turn an angle to the left of  $81^{\circ} 59' 10''$  and run in a southwesterly direction for a distance of 129.20 feet; thence turn an angle to the left of  $89^{\circ} 57'$  and run in a southeasterly direction for a distance of 117.60 feet; thence turn an angle to the left of  $85^{\circ} 51' 40''$  and run in northeasterly direction for a distance of 147.77 feet to the point of beginning.

Parcel II: A parcel of land situated in the NW 1/4 of the SW 1/4 of Section 7, Township 19 South, Range 1 West, and in the NE 1/4 of the SE 1/4 of Section 12, Township 19 South, Range 2 West, in Shelby County, Alabama particularly described as followed:

Commence at the NW corner of the NW 1/4 of the SW 1/4 of said Section 7 and run thence easterly along the north line thereof for a distance of 166.31 feet to the point of beginning of the property herein described; thence continue easterly along the north line of last said 1/4-1/4 section for a distance of 31.60 feet; thence turn  $44^{\circ} 58'$  right and run southeasterly for a distance of 427.64 feet to a point on the northwesterly right of way line of Cahaba Valley Road; thence turn  $90^{\circ} 00'$  right and run southwesterly along said right of way line for a distance of 300.0 feet; thence turn  $90^{\circ} 00'$  right and run northwesterly for a distance of 310.27 feet to the P.C. (Point of curve) of a curve to the left having a radius of 160.81 feet; thence run northwesterly along the arc of said curve for a distance of 160.81 feet to the P.T. (Point of tangent) of said curve; thence run westerly, on a course that is tangent to said curve at said P.T., for a distance of 43.57 feet; thence turn  $131^{\circ} 50' 10''$  right and run northeasterly for a distance of 347.73 feet to the point of beginning.

CAHABA VALLEY BRANCH

**FIRST NATIONAL BANK**

OF COLUMBIANA  
P.O. BOX 4341

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

Wayne J. Scotch  
Martha B. Scotch

Wayne J. Scotch (L. S.)  
Martha B. Scotch (L. S.)

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

1982 JUN 22 AM 9:13

Thomas P. Snowden, Jr.  
JUDGE OF PROBATE

Mtg. tax - 15975  
Rec. 300  
100  
16075

THE STATE OF ALABAMA  
Shelby County.

I, \_\_\_\_\_ the undersigned Notary Public \_\_\_\_\_ in and for said County  
hereby certify that Wayne J. and Martha B. Scotch

\_\_\_\_\_ are  
whose name S 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 11th day of June, 19 82

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

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