

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 9th day of June, 1982
between A. F. Etress and wife, Faye B. Etress

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 \$39,308.40
Thirty-Nine Thousand Three Hundred Eight and 40/100-----DOLLARS,

due by One promissory note(s) of this date due in 180 monthly installment payments of
\$218.38 each, first installment due the 25th day of July, 1982 and one 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 _____ 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

BOOK 421 PAGE 388
All that part of the SE 1/4 of NW 1/4 of Section 15, Township 24, Range 15 East, that
lies East of Adams Ferry Road (Highway #47) right of way and Southeast of Spring
Creek-Bay Springs Road EXCEPT lot sold to Alexis Etress Willingham as described in
Deed Book 332, on Page 774, and also EXCEPT A TRACT described as follows as follows:
Commence at the SE corner of the SE 1/4 of NW 1/4 and turn an angle of 32 deg. 34' to
the left from the East line of said 1/4-1/4 Section and run a distance of 769.80 feet
to point of beginning; thence turn an angle of 2 deg. 00' to left and run a
distance of 210 feet to point on a gravel road; thence turn an angle of 90 deg. to
right and run along said gravel road to its intersection with the East line
of the SE 1/4 of NW 1/4; thence run South along the East line of said 1/4-1/4 section
to a point which would be 210 feet, measuring in a perpendicular direction from the
South line of said gravel road; thence in a Southwesterly direction along a line
210 feet, measuring in a perpendicular direction from South line of said road,
to the point of beginning of said exception.

All that part of the NE 1/4 of SW 1/4 of Section 15, Township 24, Range 15 East that
lies East of the Adams Ferry Road (County Highway 47 and Highway 71) right of way
EXCEPT that portion belonging to A.W. (Jack) Johnston and wife, Blonnie Johnston
as described in Deed Book 314 on page 721 and in Deed Book 322, on Page 281 in Probate
Office of Shelby County, Alabama. ALSO EXCEPTING the following described tract of land;
Begin at the SE corner of the NE 1/4 of SW 1/4 of said Section 15, and run North along
the East line a distance of 499.89 to point of beginning; thence turn an angle of 111 deg.
31; to left and run a distance of 347.33 feet to a point on Northeast right of way
line of Shelby County Highway #71; thence turn an angle to right and run Northwesterly
along said right of way line a distance of 50 feet; thence turn an angle to right and
run in a Northeasterly direction to a point on East line of said 1/4-1/4 Section which
point is 150 feet in a Northerly direction from point of beginning; thence run South
along East line of said 1/4-1/4 Section 150 feet to point of beginning of said exception
situated in Shelby County, Alabama.

*Cahaba Valley Branch
First Nat'l. Bank of Columbiana*

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

A. E. Etress (L. S.)
Faye B. Etress (L. S.)
Faye B. Etress (L. S.)

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1982 JUN 22 AM 9 14
Mtg. tax - 59.10
Rec. 300
Adm. 100
63 10
Thomas G. [Signature]
JUDGE OF PROBATE

THE STATE OF ALABAMA
Shelby County.

I, the undersigned Notary Public in and for said County hereby certify that A. E. Etress and wife, Faye B. Etress

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 9th 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 day
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: 19
\$ 19 cents 19
Judge of Probate