

MORTGAGE DEED

THE STATE OF ALABAMA,
Shelby County.

359
This mortgage paid in full and satisfied the

he 15th day of July, 1983
FIRST NATIONAL BANK OF COLUMBIANA

BY BN
SEE P/A FILED VOL. 224 P. 401 ATTY. IN FACT

This Deed of Mortgage, made and entered into on this, the 9th day of July, 19 82
between Martha H. Bagwell, a divorced, unmarried woman

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 principal amount of \$15,000.00
together with interest from date as set out in said note and due October 7, 1982

and being desirous of securing the payment of the same, and in consideration thereof, ha s 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

A parcel of land located in the East Half of the West half of Section 33,
Township 19 South, Range 1 East, Shelby County, Alabama, described as follows:
Commence at the SW corner of said Section 33; thence run North along the West
Section line a distance of 2376.14 feet to a concrete monument; thence turn
right 88° 40' 56" a distance of 1670.80 feet to the intersection of the
Centerline of Shelby County Highway #55 and the Centerline of Shelby County
Highway #450 (also known as the School House Road); thence turn left 09°
01' 54" along the Centerline of said Highway #450 a distance of 104.00 feet;
thence turn right 90° 00' 00" a distance of 30.00 feet to the Southerly
right-of-way of said Highway #450 and the point of beginning; thence turn
left 90° 00' 00" along said right-of-way a distance of 158.00 feet; thence
turn right 90° 00' 00" along said right-of-way a distance of 10.00 feet;
thence turn left 90° 00' 00" along said right-of-way a distance of 145.42
feet; thence turn right 88° 52' 49" a distance of 384.29 feet; thence turn
right 92° 10' 56" a distance of 438.01 feet to the Easterly right-of-way of
said Highway #55; thence run Northerly along said right-of-way along a
curve to the left a distance of 193.19 feet to the point of said curve
(said curve has a radius of 2196.73 feet and a Central Angle of 05° 02' 20");
thence continue along said right-of-way along a curve to the left a distance
of 126.01 feet; (said curve has a Radius of 3029.30 feet and a Central
Angle of 02° 23' 00"); thence from tangent of said curve turn right 39° 23' 13"
along the right-of-way of aforementioned intersection a distance of 102.52
feet to the point of beginning.

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 my hand 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.

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

(L. S.)

Martha H. Bagwell

Martha H. Bagwell (L. S.)

(L. S.)

This mortgage paid in full and satisfied

the 3rd day of July, 1983
FIRST NATIONAL BANK OF COLUMBIANA

BY BN
SEE P/A FILED VOL. 224 P. 401 ATTY. IN FACT

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

1982 JUL 13 AM 10:29

Thomas A. Shouder, Jr.
JUDGE OF PROBATE

mtg. 22.50
Rec. 3.00
Jud. 1.00
26.50

THE STATE OF ALABAMA
Shelby County.

I, the undersigned, a Notary Public in and for said County
hereby certify that Martha H. Bagwell, a divorced, unremarried woman

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before
me on this day that, being informed of the contents of this conveyance, she executed the same voluntarily on
the day the same bears date.

Given under my hand, this 9th day of July

Cynthia L. Jones
My Commission Expires October 17, 1983

MORTGAGE

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 9th day of July, 1983

and duly recorded on the 9th day of July, 1983

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