

THE STATE OF ALABAMA,

Shelby County.

404

This Deed of Mortgage, made and entered into on this, the 2nd day of August, 1982
 between James Larry Offord and wife, Theresa A. Offord

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 \$73,672.80
Seventy-three Thousand Six Hunsred Seventy-two and 80/100-----DOLLARS,

due by One promissory note(s) of this date, due in 120 monthly installments of \$613.94
 each; the first installment due Oct. 1, 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 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

Commence at the Northeast corner of the SW 1/4 of the SE 1/4 and thence in a Westerly
 direction and along the North line of same for a distance of 360.00 feet; thence
 turn an angle of 98 degrees 30 minutes to the left in a Southeasterly direction
 for a distance of 685.38 feet to a point on the Northerly right-of-way line of a
 County Road; thence turn an angle of 123 degrees 16 minutes to the left in a
 Northeasterly direction and along said right-of-way line for a distance of 90.94
 feet; thence turn an angle of 10 degrees 47 minutes to the right and along said
 right-of-way line for a distance of 92.49 feet to the point of beginning of the
 property described herein; thence continue along the last named course, and along
 said right-of-way line for a distance of 15.00 feet; thence turn an angle of 4
 degrees 39 minutes to the right and along said right-of-way line for a distance
 of 112.05 feet; thence turn an angle of 11 degrees 44 minutes to the left and
 along said right-of-way line for a distance of 84.00 feet; thence turn an angle
 of 73 degrees 03 minutes to the left in a Northwesterly direction for a distance
 of 210.00 feet; thence turn an angle of 100 degrees 05 minutes to the left in a
 Southwesterly direction for a distance of 212.22 feet; thence turn an angle of
 80 degrees 34 minutes to the left in a Southeasterly direction for a distance of 210
 feet to the point of beginning, being in Section 33, Township 19 South, Range 1
 West, Shelby County, Alabama. Situated in Shelby County, Alabama.

CANABA VALLEY BRANCH

FIRST NATIONAL BANKOF COLUMBIANA
P.O. BOX 43363

BIRMINGHAM, ALA. 35243

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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, 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

CAUTION: It is important that you thoroughly read this instrument carefully before you sign it. (L. S.)

James Larry Offord
Theresa A. Offord

James Larry Offord (L. S.)
Theresa A. Offord (L. S.)

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

1982 AUG 12 AM 10:16

Thomas A. Shamburger
JUDGE OF PROBATE

MTg. 110.55
Rec. 3.00
Jud. 1.00
114.55

THE STATE OF ALABAMA
Shelby County.

I, the undersigned, Notary Public in and for said County hereby certify that James Larry Offord and wife, Theresa A. Offord

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 2nd day of August, 1982

Michael S. 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. 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

422 532