

THE STATE OF ALABAMA,
Shelby County.

108

This Deed of Mortgage, made and entered into on this, the nineteenth day of July, 1982
between Helen Lann

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 Five
Thousand and no/100-----DOLLARS,
due by One promissory note(s) of this date being payable in 60 payments of \$124.67
each beginning on August 25, 1982 and due each month

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 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

The East 264 feet of Lot 21 of a survey of Jessica Ingram Property as
recorded in May Book 3, Page 54, in the Probate Records of Shelby County,
Alabama.

Subject to easement for road right-of-way 15 feet wide across the
Southern portion thereof.

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*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 its 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 my and Seal , the day and year above written.

Signed, Sealed, and Delivered in the Presence of

 it is witnessed that
 knowingly read this instrument

 before you sign it.

I hereby acknowledge a receipt
of a copy of this instrument

(L. S.)

(L. S.)

(L. S.)

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

1982 AUG 12 AM 10:18

Thomas A. Shaver, Jr.
JUDGE OF PROBATE

mtg. 7.50
Rec 3.00
Ind. 1.00
11.50

THE STATE OF ALABAMA
Shelby County.

I, the undersigned Notary Public in and for said County
hereby certify that Helen Lann

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 19th day of July, 1982

Cynthia L. Evers

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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