

MORTGAGE DEED

THE STATE OF ALABAMA,  
Shelby County.

44-6

This Deed of Mortgage, made and entered into on this, the 10th day of August, 19 82  
between E.J.M. Investment Co., an Alabama General Partnership

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 \$83,000.00  
Eighty-Three Thousand and no/100-----DOLLARS,

due by One promissory note(s) of this date together with interest at 16.50% per annum  
and due in 95 monthly installments of \$1,248.09 each and one final installment of  
\$ 65,136.11 the first installment due the 10th day of Sept., 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 \_\_\_\_\_ 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

Commence at the Northwest corner of Section 27, Township 19 South, Range 1 West;  
thence run in a Southerly direction along the West boundary of said section for  
a distance of 3,288.18 feet; thence turn an angle to the left of 90 degrees and  
run in an Easterly direction for a distance of 2,408.89 feet; thence turn an  
angle to the right of 41 degrees 13 minutes 06 seconds and run in a Southeasterly  
direction for a distance of 173.81 feet to the point of beginning. From the  
point of beginning thus obtained, thence turn an angle to the right of 129 degrees  
02 minutes 42 seconds and run in a Northwesterly direction along the Southerly  
line of U.S. Highway 280 for a distance of 68.01 feet; thence turn an angle to  
the left of 28 degrees 44 minutes 51 seconds and run in a Southwesterly direction  
from the Southeasterly right-of-way line of U.S. Highway 280 for a distance of  
294 feet; thence turn an angle to the left of 106 degrees 17 minutes 51 seconds  
and run in a Southeasterly direction for a distance of 251.53 feet; thence turn  
an angle to the left of 90 degrees and run in a Northeasterly direction for a  
distance of 490.58 feet; thence turn an angle to the left of 140 degrees 57  
minutes 18 seconds and run in a Southwesterly direction along the Southerly  
right-of-way line of U.S. Highway 280 for a distance of 200.32 feet to the point  
of beginning. According to survey of Jimmy A. Gay, Reg. No. 8759, dated 7-17-81.  
Situated in Shelby County, Alabama.

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  
I hereby acknowledge a receipt  
of a copy of this instrument.

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

E. J. M. Investment Co., an Alabama General Partnership

BY: Edward J. Marino

BY: Anthony P. Marino

E. J. M. Investment Co., an Alabama General Partnership

By: Edward J. Marino (L. S.)

By: Anthony P. Marino (L. S.)

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

1982 AUG 13 AM 9:18

Thomas A. Shandor, Jr.  
JUDGE OF PROBATE

MTG. 124.50  
Res. 3.00  
Sub. 1.00  
128.50

THE STATE OF ALABAMA  
Shelby County.

I, the undersigned Notary Public in and for said County

hereby certify that Anthony P. Marino and Edward J. Marino  
who are partners of E. J. M. Investment Co., an Alabama General Partnership  
whose name S are 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 10th day of August, 1982

Guthrie L. Estess

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 10th day of August, 1982

and duly recorded on the 10th day of August, 1982

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

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