

THE STATE OF ALABAMA,  
Shelby County.

This Deed of Mortgage, made and entered into on this, the 30th day of July, 19 82  
between Leslie W. Hope and wife, Sue S. Hope and Harold D. Scott and wife, Jerline P. Scott

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 \$23,000.00  
Twenty three thousand and no/100-----DOLLARS,

due by one promissory note(s) of this date 60 monthly installments of \$539.75 each first  
installment due the 20th day of September, 1982 and one installment due the 20th day  
of each successive month 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<sup>ve</sup> granted, bargained, sold, and conveyed and by these presents do<sup>es</sup> 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 North half of the NW- $\frac{1}{4}$  of the NW- $\frac{1}{4}$  of the NE- $\frac{1}{4}$  of Section 8, Township 24 North,  
Range 15 East, of St. Stephen Meridian, situated in Shelby County, Alabama, LESS  
AND EXCEPT THE FOLLOWING;

Commence at the NW corner of Section 8, T-24-N, R-15-E, being the point of beginning  
of the parcel of land herein conveyed; thence proceed in an Easterly direction  
along the North boundary of said Section for a distance of 1320 feet, more or less,  
to a point being the NE corner of the NW- $\frac{1}{4}$  of NW- $\frac{1}{4}$  of said Section 8, thence proceed  
in a Southerly direction along the East boundary of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section for a distance  
of 1320 feet, more or less, to a point being the SE corner of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section; thence  
proceed in a Westerly direction along the South boundary of said NW- $\frac{1}{4}$  of NW- $\frac{1}{4}$  of  
said Section for a distance of 1320 feet, more or less, to a point being the SW  
corner of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section; thence proceed in a Northerly direction along the West  
boundary of said Section for a distance of 1320 feet, more or less, to the point of  
beginning.

Said parcel is the NW- $\frac{1}{4}$  of NW- $\frac{1}{4}$  of Section 8, Township 24 North, Range 15 East, of  
St. Stephens Meridian.

ALSO LESS AND EXCEPT: Begin at NE corner of the NW- $\frac{1}{4}$  of the NE- $\frac{1}{4}$ , Sec. 8, T-24-N,  
R-15-E; thence run South along the East line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section a distance of  
537.17 feet; thence turn an angle of 83 deg. 30 min. 43 sec. to the right and run  
a distance of 568.04 feet; thence turn an angle of 43 deg. 07 min. 00 sec. to the  
right and run a distance of 339.29 feet to a gravel County Road; thence turn an angle  
of 103 deg. 02 min. 30 sec. to the right and run along said gravel road a distance  
of 245.05 feet; thence turn an angle of 3 deg. 18 min. 35 sec. to the left and continue  
along said road a distance of 348.26 feet to the North line of said NW- $\frac{1}{4}$  of NE- $\frac{1}{4}$ ;  
thence turn an angle of 43 deg. 38 min. 22 sec. to the right and run East along the  
North line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section a distance of 397.85 feet to the point of beginning.  
Situated in the NW- $\frac{1}{4}$  of the NE- $\frac{1}{4}$ , Sec. 8, T-24-N, R-15-E, Shelby County, Alabama.

First National Bank of Columbiana

P. O. Box 977, Columbiana, AL 35051

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 \_\_\_\_\_ 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 acknowledge receipt of a copy of this instrument.

Sign

Sue S. Hope

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

X Harold D. Scott (L. S.)

X Jerline P. Scott (L. S.)

X Leslie W. Hope (L. S.)

X Sue S. Hope

STATE OF ALA. SHELBY CO.

I CERTIFY THIS INSTRUMENT WAS FILED

4:00 1982 AUG 30 AM 8:48

JUDGE OF PROBATE

THE STATE OF ALABAMA  
Shelby County.

I, \_\_\_\_\_ in and for said County

hereby certify that Leslie W. Hope and wife, Sue S. Hope and Harold D. Scott and wife, Jerline P. Scott

whose names are assigned 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 30th day of July, 19 82

Kay Pate

My Commission Expires January 30, 1985

MORTGAGE

TO

THE STATE OF ALABAMA,  
Shelby County

I, \_\_\_\_\_ Judge of Probate for said County that the within Mortgage was filed record at \_\_\_\_\_ o'clock \_\_\_\_\_ M., o

and duly recorded on the \_\_\_\_\_ day of \_\_\_\_\_

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 that the following privilege tax has within instrument as required by Act \_\_\_\_\_ viz: \_\_\_\_\_

\$ \_\_\_\_\_ cents