

MORTGAGE DEED

954

THE STATE OF ALABAMA,  
Shelby County.

This Deed of Mortgage, made and entered into on this, the 14th day of September, 1982  
between Robert N. Denney and wife, Mary Gene Denney

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 \$29,000.00  
Twenty-nine 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 120 equal monthly payments in the amount of  
\$477.00 each including principal and interest; the first payment due October 15, 1982,  
and one payment due the 15th 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 ve granted, bargained, sold, and conveyed and by these presents do they 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 NE 1/4 of SW 1/4, Section 2, Township 21, Range 1 West,  
described as follows: Begin at the point of intersection of the Eastern right of  
way of Shelby County Highway #47 with the South line of said 1/4-1/4 Section; thence  
run in a Northerly direction along the Eastern boundary of said County Highway a  
distance of 240 feet; thence turn to the right and run East, parallel with the  
South line of said 1/4-1/4 Section a distance of 275 feet; thence turn to the right  
and run South, parallel with the West line of said 1/4-1/4 Section a distance of  
240 feet, more or less, to the South line of said 1/4-1/4 Section; thence run West  
along the South line of said 1/4-1/4 section to the point of beginning.

Situated in Shelby County, Alabama.

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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 in 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

[Signature]

Mary Gene Denney (L. S.)

Robert N. Denney

Robert N. Denney (L. S.)

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NOTARY PUBLIC  
SHELBY COUNTY, ALABAMA

1982 SEP 27 AM 10:31

Notg. 4350  
Re 300  
Ind 100  
4750

[Signature]  
JUDGE OF PROBATE

THE STATE OF ALABAMA  
Shelby County.

I, the undersigned, a Notary Public in and for said County  
hereby certify that Robert N. Denney and wife, Mary Gene Denney

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 14th day of September, 19 82

[Signature]

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. on

and duly recorded on the day of  
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 been  
within instrument as required by Act

\$  cents