

MORTGAGE DEED

953

THE STATE OF ALABAMA,  
Shelby County.

This Deed of Mortgage, made and entered into on this, the 20th day of September, 19 82  
between Joseph Barnes and wife, Enojene Barnes

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 \$9,866.30  
Nine-thousand eight-hundred sixty-six and 30/100----- 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  
\$162.21 each, including principal and interest; the first payment due October 20,  
1982 and one payment 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, have 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 part of the NE $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 1, Township 21 South, Range 1 East, more  
particularly described as follows: Commence at the Southeast corner of NE $\frac{1}{4}$   
of SE $\frac{1}{4}$  of said Section and run North 89 degrees 00 minutes West along South  
boundary line of said quarter-quarter Section 1, 1000.0 feet to the Southeast  
corner of the Herbert M. Sims lot; thence North 22 degrees 10 minutes West  
along the Northeast side of the Herbert M. Sims lot, 199.6 feet to a point on  
the South side of the right-of-way line of the new paved Montgomery Road;  
thence in a Northeasterly direction along the South right-of-way line of said  
Road, 75 feet; thence South 31 degrees 20 minutes East 261.9 feet to the South  
boundary line of said quarter-quarter Section; thence North 89 degrees  
00 minutes West 120.2 feet to the point of beginning. Situated in 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 Chickasha, Alabama, for cash, having advertised to sell in some newspaper published in said County by advertisement sections, 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 acknowledge the execution of a copy of  
this instrument.

NOTARIAL PUBLIC STATE OF ALABAMA  
CONTRACT RECORDS SECTION

Joseph Barnes  
Emojene Barnes

Joseph Barnes (L.S.)  
Emojene Barnes (L.S.)

(L.S.)

RECORDED  
INDEXED  
1982 SEP 27 AM 10:31

Noty. tax - 14.85  
Rec. 3.00  
Ind. 1.00  
18.85

Thomas R. Stewart, Jr.  
JUDGE OF PROBATE

THE STATE OF ALABAMA  
Shelby County.

I, the undersigned, a Notary Public in and for said County  
hereby certify that Joseph Barnes and wife, Emojene Barnes

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 20th day of September, 1982

Debra R. Stewart

My Commission Expires January 30, 1985

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, 1982

and duly recorded on the day of, 1982

in Mortgage Record, Vol. on pages

No. on pages

Recording Judge of Probate

Certificate Judge of Probate

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: Judge of Probate

\$ cents

Judge of Probate