

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 16th day of September, 1982
between Mack Warren and wife, Cynthia Warren

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 \$117,859.87
One-hundred seventeen thousand eight-hundred fifty-nine and 87/100-----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
\$1,498.97 each, including principal and interest; the first payment due November 1,
1982, and one payment due the first 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

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A lot in the SE 1/4 of the NE 1/4 and the SW 1/4 of the NE 1/4 of Section 17, Township 21
South, Range 2 West, Shelby County, Alabama, described as follows:
Commence at the SE corner of the SW 1/4 of the NE 1/4 of Section 17, Township 21 South,
Range 2 West, thence run West along the South line of the SW 1/4 of the NE 1/4, a
distance of 165.25 feet, thence turn an angle of 91 deg. 55' to the right and
run a distance of 231.41 feet to the point of beginning, thence continue in the
same direction a distance of 390.59 feet to the South R.O.W. line of Ala. Highway
No. 70, thence turn an angle of 79 deg. 12' to the right and run a distance of
40.16 feet to the P.C. of a curve, Hwy. Sta. No. 55 plus 02.9, thence turn an
angle of 3 deg. 36 min. to the right and run along the cord of a curve, a
distance of 206.18 feet to a point on a curve, thence turn an angle of 8 deg.
54' 30" to the right and run along the cord of a curve, a distance of 186.80
feet to a point on a curve, thence turn an angle of 88 deg. 17' 30" to the
right and run a distance of 375.35 feet, thence turn an angle of 80 deg. 25'
00" to the right and run a distance of 203.22 feet, thence turn an angle of
7 deg. 39' 30" to the right and run a distance of 230.50 feet, to the point of
beginning. Situated in the SE 1/4 of the NE 1/4 and the SW 1/4 of the NE 1/4 of Section 17,
Township 21 South, Range 2 West, Shelby County, Alabama, and containing 3.96
acres.

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 Cody, Alabama, Alabama, for cash, having advertised such sale in some newspaper published in said County by three consecutive 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.

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Signed, Sealed, and Delivered in the Presence of
I acknowledge receipt of a copy of

Mack Warren
Cynthia S. Warren

Mack Warren (L.S.)
Cynthia S. Warren (L.S.)
____ (L.S.)

1982 SEP 27 AM 10:31
Mtg tax - 176.85
Rec. 300
Int. 100
180.85

JUDGE OF PROBATE

THE STATE OF ALABAMA
Shelby County.

I, the undersigned, a Notary Public in and for said County
hereby certify that Mack Warren and wife, Cynthia Warren

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 16th day of September 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, 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. _____, on pages _____.

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