

100.5-

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 3rd day of Sept., 19 82
between Morgan Lee Bachus and wife, Jane Harris Bachus

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 \$60,000.00
Sixty-Thousand and no/100----- DOLLARS,
due by One promissory note(s) of this date with interest from date as set out in said
note and due March 2, 1983.

and being desirous of securing the payment of the same, and in consideration thereof, ha ve granted, bargained, sold and
conveyed and by these presents do es 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

Lot 22, according to the Survey of Mountain Ridge Estates, First Sector, as
recorded in Map Book 7, Page 100, in the Office of the Judge of Probate of
Shelby County, Alabama.

This mortgage paid in full and satisfied this
the 21st day of July, 19 83
FIRST NATIONAL BANK OF COLUMBIANA
BY BN
SEE P/A FILED VOL. 224 P. 401 ATTY. IN CHARGE

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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, and by notice of three public places for 14 days before the sale, and the said party of the second part shall 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, 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

My Commission Expires October 17, 1983

Morgan Lee Bachus
Jane Harris Bachus

Morgan Lee Bachus (L.S.)
Jane Harris Bachus (L.S.)

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SHIRLEY A. SMITH, CL.
COUNTY CLERK
SHELBY COUNTY, ALA.

Mortg. Tax - 90.00
Rec. 3.00
Int. 1.00
94.00

1982 SEP 28 PM 1:20

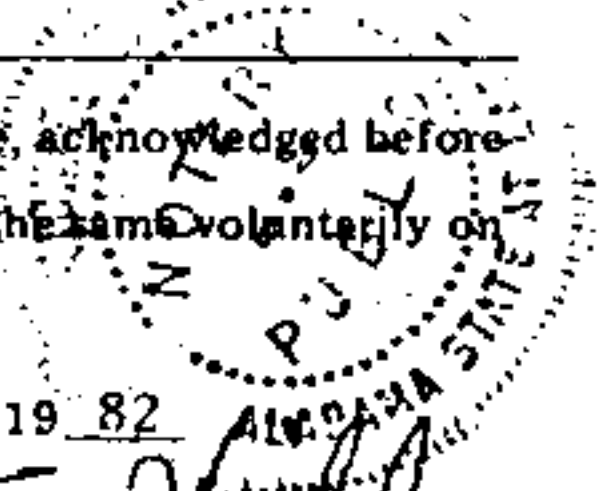
THE STATE OF ALABAMA
Shelby County Shirley A. Smith, Jr.
JUDGE OF PROBATE

I, _____ the undersigned Notary Public _____ in and for said County hereby certify that Morgan Lee Bachus and wife, Jane Harris Bachus

whose name _____ 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 _____ 3rd _____ day of _____ Sept. _____, 19 82

Michael E. Hill



THIS MORTGAGE WAS FILED IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA, ON THE 21st day of July, 1982, BY _____

MORTGAGE

FILED FOR RECORD IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA, ON THE 21st day of July, 1982, BY _____

THE STATE OF ALABAMA, Shelby County

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 _____.

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