

MORTGAGE DEED

1006
THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 22nd day of September, 19 82
between Henry Odell Bottoms and wife Brenda J. Bottoms

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 Twenty six thousand two hundred forty three and 45/100 DOLLARS,

due by one promissory note(s) of this date together with interest as set out in said
note payable in 84 monthly installments of \$534.53 per month with the first
installment due on 10/15/82 and one such monthly installment on the 15th of each
successive month until said indebtedness is paid in full.
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 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 situated in the NE 1/4 of the SW 1/4 of Section 11, Township

18 South, Range 1 East, Shelby County, Alabama. Said property is more
particularly described as follows: Commence at the Northeast corner of the NE 1/4
of the SW 1/4 of Section 11, Township 18 South, Range 1 East, Shelby County, Alabama,
and run in a Westerly direction along the North line of said 1/4-1/4 Section a
distance of 186.26 feet to a point; thence deflect 53 degrees 14 minutes 40

seconds and run to the left in a Southwesterly direction a distance of 536.28 feet
to the point of beginning of the herein described parcel, also being on the
Westerly right-of-way line of Shelby County Highway No. 50; thence deflect

10 degrees 31 minutes 35 seconds and run to the left in a Southwesterly direction
and along the Westerly right-of-way line of said Highway a distance of 211.12
feet to a point; thence turn an interior angle of 82 degrees 13 minutes 00 seconds
and run to the right in a Northwesterly direction a distance of 252.62 feet to a
point; thence turn an interior angel of 85 degrees 22 minutes 10 seconds

and run to the right in a Northeasterly direction a distance of 210.41 feet to a
point; thence turn an interior angle of 94 degrees 28 minutes 40 seconds and
run to the right in a Southeasterly direction a distance of 207.05 feet to the point
of beginning of the herein described parcel. Containing 1.10 acres, more or less
Situated in Shelby County Alabama.

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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 weeks in

advance, and the 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 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 hereby acknowledge a receipt
of a copy of this instrument.

CAUTION: It is important that
you thoroughly read this instrument
_____ (L. S.)

Henry Odell Bottoms
Brenda J. Bottoms

Henry O. Bottoms (L. S.)
Brenda J. Bottoms (L. S.)

NOTARY PUBLIC
COUNTY OF _____
STATE OF ALABAMA
1982 SEP 28 PM 1:23
Mtg. tax 39.45
Re. 3.00
Ind. 10.00
43.45

JUDGE OF PROBATE

THE STATE OF ALABAMA
Shelby County.

I, _____ undersigned notary public _____ in and for said County
hereby certify that Henry Odell Bottoms and wife Brenda J. Bottoms

whose name S 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 22nd day of September, 1982
Michael E. Hill

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. _____
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

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