

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 24th day of September, 1982
between Basil R. Smith and wife, Valera Smith

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 \$83,558.53
Eighty-three thousand five-hundred fifty-eight and 53/100 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
\$1,355.96 each; the first payment due November 7, 1982, and one payment due the
7th 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 lot in the Town of Columbiana, Alabama, described as follows:

Commence at the intersection of the SE right-of-way line of the Columbiana-

Saginaw Cut Off paved Highway with the NE right-of-way line of the L & N

Railroad and run South 64 degrees 24 minutes East along SE right-of-way line

of said Highway 109.85 feet; thence North 25 degrees 26 minutes East 29.40 feet

to the Southeast margin of West College Street, South of Columbiana; thence

along SE margin of West College Street, South 63 degrees 29 minutes East a

distance of 89.45 feet to the NW corner of W. C. Maddox lot; thence along NW

side of Maddox lot South 16 degrees 45 minutes West 96.0 feet; thence South

8 degrees 03 minutes East 70.53 feet to corner of Maddox lot; thence along

South side of Maddox lot South 51 degrees 07 minutes East 93.78 feet; thence

run South 17 degrees 19 minutes West a distance of 103.54 feet; thence run

South 79 degrees 10 minutes West 41.69 feet to the East right-of-way line of

L & N Railroad; thence along the East right-of-way line of said L & N Railroad

North 24 degrees 18 minutes West 425.86 feet to point of beginning and being

a part of the S $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 26, Township 21 South, Range 1 West.

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 Columbiana, Alabama, for cash, having advertised such sale in some newspaper published in said County by three weekly 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 hands and Seals, the day and year above written.

Signed, Sealed, and Delivered in the Presence of
acknowledged receipt of a copy of
this instrument.

CAUTION--IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS
CONTRACT BEFORE YOU SIGN IT.

Sign Basil R. Smith

Valera Smith

Basil R. Smith

Valera Smith

NOTARY PUBLIC
SHELBY COUNTY
ALABAMA
THIS
INSTRUMENT WAS FILED

1982 SEP 29 PM 12:33

Thomas A. Sherrill, Jr.
JUDGE OF PROBATE

Notary fee 125.00
Rec. 2.00
Ind. 1.00
129.00

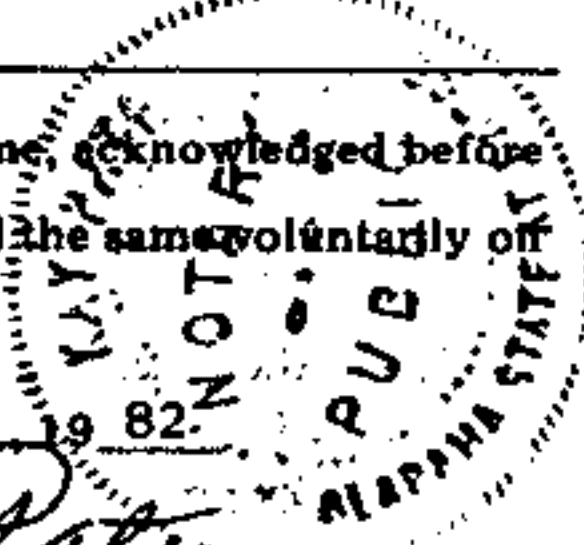
THE STATE OF ALABAMA
Shelby County.

I, the undersigned, a Notary Public in and for said County
hereby certify that Basil R. Smith and wife, Valera Smith

whose names 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 24th day of September

Kay Tate
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, 19day

and duly recorded on the day
of day, 19day
in Mortgage Record, Vol. day
No. day, on pages day

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 1905
-- viz: day

\$ day cents

Judge of Probate

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