

MORTGAGE DEED

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 24th day of September, 1982
between S. S. McEwen and wife, Barbara E. McEwen

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 \$65,000.00
Sixty-five thousand and no/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
\$1,044.74 each, including principal and interest; the first payment due October 15,
1982, and one payment due the 15th 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

BOOK 423 PAGE 714

Begin at the Southeast corner of SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 6, Township 21 South,
Range 2 East; run thence North 2 degrees 30 minutes West along the East boundary
of the said SE $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 420 feet; thence South 87 degrees 58 minutes
West parallel to the South boundary of said SE $\frac{1}{4}$ of SW $\frac{1}{4}$ a distance of 488.07 feet
to a point on the 450 contour (according to SEGCO elevation surveys); thence
Southerly and Southwesterly along the said 450 contour to the North side of
Brothers Avenue; run thence North 87 degrees 58 minutes East 378.23 feet; thence
South 2 degrees 30 minutes East 25 feet to the South line of said SE $\frac{1}{4}$ of SW $\frac{1}{4}$;
run thence North 87 degrees 58 minutes East along said South line 338 feet to the
point of beginning, EXCEPT a strip of land extending 50 feet from and parallel
to the 450 contour, said strip of land being situated Southeast and Easterly of
said 450 contour as shown by map made by James L. Ray, Jr., on April 23, 1960.
Said 50 foot strip being off the Westerly portion of the above described land;
said map being recorded in Map Book 4, Page 54, in the Probate Office of 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 hand S and Seal S, the day and year above written.

Signed, Sealed, and Delivered in the Presence of

by of

NOTION--IT IS IMPORTANT THAT ALL THOROUGHLY BE IN THE

S. S. McEwen (L. S.)
Barbara E. McEwen (L. S.)

(L. S.)

1982 OCT -1 AM 10:58

Portg. tax 97.50
Rec. 300.00
Ind. 1.00
101.50

THE STATE OF ALABAMA
Shelby County.

James A. Slaughter, Jr.
JUDGE OF PROBATE

I, the undersigned, a Notary Public in and for said County hereby certify that S. S. McEwen and wife, Barbara E. McEwen

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, 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. 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

\$ cents

Judge of Probate