

MORTGAGE DEED

1008

THE STATE OF ALABAMA,  
Shelby County.

This Deed of Mortgage, made and entered into on this, the 1st day of September, 19 82  
between Braxton F. Taylor and wife, Mary B. Taylor

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 \$63,446.40  
Sixty-three Thousand Four Hundred Forty-Six and 40/100-----DOLLARS,  
due by One promissory note(s) of this date 72 monthly installments of \$881.20 each;  
the first payment due Oct. 25, 1982 and one thereafter until said indebtedness is  
paid in full

and being desirous of securing the payment of the same, and in consideration thereof, have 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

Commence at the Southeast corner of the SW 1/4 of the NE 1/4 of Section 5,  
Township 19 South, Range 1 West, Shelby County, Alabama, being the point  
of beginning; thence in a Northerly direction along the East line of said  
1/4-1/4 Section a distance of 726.00 feet to a point; thence turn left 90  
degrees 25 minutes 40 seconds and run Westerly a distance of 895 feet,  
more or less, to the East R.O.W. line of U.S. Highway No. 280; thence turn  
left 96 degrees 24 minutes 50 seconds and run Southeasterly along said  
R.O.W. line a distance of 290 feet, more or less, to the Northwest corner  
of the property previously deeded to the Fire Department; thence turn left  
83 degrees 35 minutes 10 seconds and run Easterly a distance of 194.33  
feet; thence turn right 83 degrees 35 minutes 10 seconds and run Southeasterly  
a distance of 201.79 feet; thence turn right 96 degrees 24 minutes 50 seconds  
and run Westerly a distance of 194.33 feet to a point on the East R.O.W. line  
of U.S. Highway No. 280; thence turn left 96 degrees 24 minutes 50 seconds  
and run Southeasterly along said R.O.W. line a distance of 143.32 feet to a concrete  
R.O.W. marker; thence turn left 75 degrees 19 minutes 10 seconds and run South-  
easterly a distance of 160.87 feet to a concrete R.O.W. marker; thence turn right  
81 degrees 17 minutes 00 seconds and run Southerly a distance of 60.40 feet to the  
South line of said 1/4-1/4 Section; thence turn left 89 degrees 34 minutes 00  
seconds and run Easterly along the South line of said 1/4-1/4 Section a distance  
of 650.49 feet to the point of beginning.  
Situated in Shelby County, Alabama.

See Release Misc Book 58 Page 509 (S-10-84)

BOOK 423 PAGE 640

FULLON COLUMBIANA  
H. B. Box 63

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 by posting at three public places in said County, to-wit: at the Court House, at the City Jail, and at the residence of the Sheriff of said County, for a period of thirty days before the day of 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 \_\_\_\_\_ and Seal \_\_\_\_\_, 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  
carefully before you sign it. (L.S.)

BOOK 423 PAGE 641

*Braxton E. Taylor*  
*Mary B. Taylor*

*Braxton E. Taylor*  
*Mary B. Taylor* (L.S.)

NOTARY PUBLIC  
SHELBY COUNTY, ALABAMA

1982 SEP 28 PM 1:25

*Thomas A. [Signature]*  
JUDGE OF PROBATE

Mortg. tax - 95.25  
Rec. 3.00  
Ad. 1.00  
99.25

THE STATE OF ALABAMA  
Shelby County.

I, \_\_\_\_\_ the undersigned Notary Public \_\_\_\_\_ in and for said County

hereby certify that Braxton E. Taylor and wife, Mary B. Taylor

whose name<sup>s</sup> 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 1st day of September, 1982

*Cynthia L. [Signature]*

# 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