

MORTGAGE DEED

The State of Alabama, Shelby County

This Deed of Mortgage, made and entered into on this, the 11 day of December, 19 84
between Danny F. Bryan and wife, Marilyn Bryan

the party of the first part, and FIRST NATIONAL BANK OF CHILDERSBURG, Childersburg, 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
One hundred thousand dollars & no/100 (\$100,000.00) DOLLARS,
due by one promissory note of this date, One single payment loan due December
11, 1985, plus interest from date at 13.28%.

and being desirous of securing the payment of said note when due and any and every extension or renewal thereof, and any other
advances, indebtedness or liabilities to the owner or holder thereof, in consideration thereof, have 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
Lot 2, in Block 5, in Indian Springs Ranch, as recorded in Map Book 4, Page 29,
in the Probate Office of Shelby County, Alabama, being situated in Shelby County,
Alabama.

BOOK 012 PAGE 145

To Have and to Hold to the said party of the second part, its heirs 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 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 secured hereby, all of the indebtedness shall become due and payable, then the said party of the second part, its heirs 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 _____

lished in said County by two 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, 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, not to be more than three-fourths of the value of said buildings, with loss, if any, payable to the party of the second part as its 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 as security for the same.

We further certify that the above property has no prior lien or encumbrance thereon.

Witness _____ hand _____ and seal _____, the day and year above written.

Signed, Sealed, and Delivered in the Presence of

X *DT Bryan* (L) S.
X *Marilyn R Bryan* (L) S.
(L) S.

THE STATE OF ALABAMA, Shelby COUNTY

I, Sara Ann Price, Notary Public, in and for said County

hereby certify that Danny F. Bryan and wife, Marilyn R. Bryan

are 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, have executed the same voluntarily for the same bears date.

Given under my hand, this 11th day of December, 1984

Sara Ann Price



THE STATE OF ALABAMA, COUNTY

I, in and for said County,

do hereby certify that on the day of, 19, came before me the within-named

known to me to be the wife of the within-named

who, being examined separate and apart from the husband touching her signature to the within Deed of Mortgage, acknowledged that she signed the same of her own free will and accord, and without fear, constraint, or threats on the part of her husband.

In Witness Whereof, I have hereunto set my hand, this day of, A. D. 19

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1984 DEC 18 PM 3:01

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax	\$ 150.00
Deed Tax	
Mineral Tax	
Recording Fee	7.50
Index Fee	1.00
TOTAL	\$ 158.50