



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 \_\_\_\_\_

\_\_\_\_\_, Alabama, for cash, having advertised such sale in some newspaper published 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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Paul Barber* \_\_\_\_\_ (L. S.)  
*Henry Barber* \_\_\_\_\_ (L. S.)  
\_\_\_\_\_ (L. S.)

THE STATE OF ALABAMA, Shelby COUNTY

I, Jean Baker, in and for said County  
hereby certify that Paul and Terry Barber

whose name S signed to the foregoing conveyance, and who SEE known to me, acknowledged before me on this  
day that, being informed of the contents of this conveyance, None executed the same voluntarily on the day the same  
bears date.

Given under my hand, this 13 day of July, 1985

Dorothy Jean Baker

My Commission Expires August 20, 1985

THE STATE OF ALABAMA,

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 ALABAMA  
I CERTIFY THAT  
INSTRUMENT NO. \_\_\_\_\_

1985 JUL 19 AM 10:31

F. Thomas H. Henderson, Jr.  
JUDGE OF THE CLERK

RECORDING FEES

Mortgage Tax	\$ <u>30.00</u>
Deed Tax	_____
Mineral Tax	_____
Recording Fee	<u>7.50</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>38.50</u>