

MORTGAGE DEED

The State of Alabama, _____ County _____

This Deed of Mortgage, made and entered into on this, the 13 day of July, 1985,
between Paul and Terry Barber and
First Bank of Childersburg

The party of the first part, and FIRST BANK OF CHILDERSBURG, Childersburg, AL, 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
Twenty Thousand And No/100----- DOLLARS,
~~XXXXXXXXXXXXXXXXXXXXXX~~ promissory note as aforesaid,
Eighty Four (84) payments from mortgagors to mortgagee in the sum of 32,270.28.,
including principal and interest and said sum payable as follows: each payment
of equal amount \$384.17 each, commencing on the 1st day of August, 1985, and
commencing on the 1st day of each month thereafter until the 1st day of July, 1992,
when the final payment shall be due and payable.

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, ha _____ 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 _____
in the State of Alabama, and more particularly known as _____

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DESCRIPTION OF PROPERTY

Commence at the intersection of the West boundary line of County Highway
83 and Blue Springs Road as the point of beginning; thence run in a
Northerly direction along the West right-of-way of said Highway No.
83, 227 feet to a point; thence in a Westerly direction 210 feet, more
or less, to a point on the East side of Blue Springs Road; thence run
in a Southeasterly direction along the East side of said Blue Springs
Road 278 feet, more or less, to the point of beginning, lying in the
North One-Half of Section 17, Township 19, Range 2 East.

Above described property being in triangular form, bounded on the East
by County Highway No. 83, on the North by one acre lot owned by G.W.
Smith, and bounded on the Southwest by the Blue Springs Road.

ALSO, Commence at the intersection of the West boundary line of County
Highway 83 and Blue Springs Road; thence run in a Northerly direction
along the West right-of-way of said Highway No. 83, 227 feet to the
point of beginning; thence continue in a Northerly direction along
the Westerly right-of-way of said Highway No. 83, 60 feet to a point
thence run in a Westerly direction 210 feet, more or less, to a point
on the East side of Blue Springs Road (said point being 338 feet Northwes
from the intersection of County Highway 83 and said Blue Springs Road);
thence run in a Southeasterly direction along the East side of Blue
Springs Road 60 feet to a point; thence run in a Easterly direction
210 feet, more or less, to the point of beginning, lying in the North
One-Half of Section 17, Township 19, Range 2 East.
Situated in Shelby County, Alabama.

Minerals and mining rights excepted.

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FIRST
BANK
OF CHILDERSBURG,
ALABAMA

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 all 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.

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

Signed, Sealed, and Delivered in the Presence of

Paul Baumer (L. S.)
Doris Baumer (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 PPG known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, 1985 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,

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 ALABAMA
I CERTIFY THIS
INSTRUMENT TO BE GENUINE
1985 JUL 19 AM 10:31

J. Baker
JUDGE OF MORTGAGE

RECORDING FEES
Mortgage Tax \$ 30.00
Deed Tax _____
Mineral Tax _____
Recording Fee 7.50
Index Fee 1.00
TOTAL \$ 38.50