

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 16th day of July, 19 82
between Preston O. Hughes and wife, Bonnie D. Hughes

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 \$38,000.00
Thirty-eight 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 144 equal monthly payments in the amount of
\$607.52 each, including principal and interest, -the first payment due August 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 in consideration 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

A lot of parcel of land lying and being situated partly in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$,
Section 25, and partly in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 24, all in Township 21

South, Range 1 West, Shelby County, Alabama, described more particularly as
follows: From the Northwest corner of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 25, run

East along the North line of said quarter-quarter section for 21 feet to a
point on the East right of way line of Goodwin Street, a paved City Street in
the City of Columbiana, Alabama; run thence Southerly along said street right
of way line for 279 feet to a point; run thence North 71 deg. 00 min. East for
121.3 feet to the point of beginning of the subject parcel of land; from said
point thus established, continue to run said course for 44.5 feet; thence run
South 37 deg. 20 min. East for 196.8 feet; thence run South 52 deg. 40 min.
West for 50 feet; thence run South 40 deg. 20 min. East for 299 feet to a
point on the Northerly right of way line of Alabama Highway No. 25; run thence
Easterly along said highway right-of-way line for 282.9 feet; thence run North
41 deg. 00 min. West for 182.6 feet; thence run North 32 deg. 00 min. West for
393.9 feet; thence run North 27 deg. 55 min. West for 158.7 feet; run thence
South 71 deg. 00 min. West for 191.3 feet; run thence South 06 deg. 30 min.
East for 351 feet, and back to the point of beginning.

According to survey of General Surveys Company, Clanton, Alabama, dated April
1-4, 1980.

Situated in the Town of Columbiana, Shelby County, Alabama.

RECORDED
JUL 16 1982
BY
NATIONAL BANK OF COLUMBIANA
P. O. BOX 977, COLUMBIANA, ALA. 35051

First National Bank of Columbiana
P. O. Box 977, Columbiana, AL. 35051

BOOK 422 PAGE 121

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, 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
I acknowledge receipt of a copy of
this instrument.

Preston O. Hughes
Sgt. Bonnie D. Hughes

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS
CONTRACT BEFORE YOU SIGN IT.

Preston O. Hughes (L.S.)
Bonnie D. Hughes (L.S.)

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

1982 JUL 27 AM 8:33

Thomas A. Saunders, Jr.
JUDGE OF PROBATE

This mortgage was in full and satisfied by

MTG TAX \$7.00 21st day of June 1983
Rec 3.00
Jud 1.00 BY BN
61.00
FIRST NATIONAL BANK OF COLUMBIANA
SEE P/A FILED VOL. 224 P. 401 ATTY. IN FACT

THE STATE OF ALABAMA
Shelby County.

I, the undersigned, a Notary Public in and for said County
hereby certify that Preston O. Hughes and wife, Bonnie D. Hughes

whose name s 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 14th day of July

[Signature]
NOTARY PUBLIC
SHELBY COUNTY, ALA.
1982 JUL 27

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 14th day of July, 1983

and duly recorded on the 14th day of July, 1983

in Mortgage Record, Vol. 224, on pages 401

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: \$ 00 cents

Judge of Probate