

(Name) Norman L. Collum

(Address) 3324 Independence Drive, Birmingham, Alabama 35209

MORTGAGE— LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY of Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Diane Cox and husband, Franklin D. Cox

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Marshall Hughes and wife, Frances Lorine Hughes

(hereinafter called "Mortgagee", whether one or more), in the sum

of TWENTY THOUSAND AND NO/100 DOLLARS-----Dollars  
(\$ 20,000.00 ), evidenced by a Real Estate Mortgage Note

BOOK 423 PAGE 513

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Diane Cox and husband, Franklin D. Cox

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

From the SE corner of lot #11 in Block 51, according to the map or plat of South Calera as the same is of record in the Office of the Judge of Probate of Shelby County, Alabama; run then in a Northerly direction and along the West right of way line of Montgomery Avenue 258 feet and to the point of beginning of the land hereby described; and from said point as the point of beginning run thence in a Westerly direction 134½ feet to a point; thence run in a Southerly direction and parallel to the East line of said Block to the South line of said Block, and being also the North margin of 7th Street; thence run in a Westerly direction on and along the South line of said Block to the SW corner of Block 51; thence run in a Northerly direction on and along the East right of way of Mobile Avenue and to the NW corner of said Block 51 and to the South margin of 8th Street; thence run in an Easterly direction on and along the North line of Lot 24 to the NE corner of said Lot 24 and thence in a Southerly direction 43 yards to the SW corner of the property now, or formerly owned by Frank I. Washington and Annie Grace Washington thence run in an Easterly direction on and along the South line of the Frank I. Washington and Annie Grace Washington lot 53 yards to the West margin of Montgomery Avenue and thence run in a Southerly direction on and along the West right of way line of Montgomery Avenue to the point of beginning. Lying and being in the NW¼ of the SW¼ of Section 11, Township 24 North, Range 13 East, Shelby County, Alabama. LESS AND EXCEPT the lands described in deeds recorded in the Probate Office of Shelby County, Alabama, in Deed Book 245, Page 586, and in Deed Book 309, Page 43. ALSO LESS AND EXCEPT the 15 foot by 50 foot parcel of land which was excepted from the deed recorded in said Deed Book 245, Page 586.

This conveyance is subject to easements and restrictions of record.

No prepayment penalty for early pay off.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

John A.

See assign Mrs. Deal 49 page 105 (3-14-83)

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned Diane Cox and husband, Franklin D. Cox

have hereunto set their signature and seal, this 23.d day of September, 19 82

RECEIVED ALA. SHELBY CO. COUNTY CLERK  
1982 SEP 27 AM 8 59

Mtg. - 3000  
Diane Cox (SEAL)  
Franklin D. Cox (SEAL)  
3400 (SEAL)

THE STATE of Alabama }  
Shelby COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Diane Cox and husband, Franklin D. Cox

whose name 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 the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23rd day of September, 19 82  
Jean C. Collier Notary Public.

THE STATE of \_\_\_\_\_ }  
COUNTY }  
a Notary Public in and for said County, in said State,

hereby certify that  
whose name as \_\_\_\_\_ of  
a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
Notary Public

Return to:

TO

MORTGAGE DEED

This form furnished by

LAND TITLE COMPANY OF ALABAMA  
317 NORTH 20th STREET  
BIRMINGHAM, ALABAMA 35203