

RELEASE AND SUBSTITUTION OF MORTGAGED PROPERTY

STATE OF ALABAMA

JEFFERSON COUNTY

THIS AGREEMENT made this 17th day of March, 1982 by and between Hosey Hutson and wife, Leigh B. Hutson (hereinafter called the Mortgagor) and City National Bank of Birmingham, a national banking association, (hereinafter called the Mortgagee);

WITNESSETH:

WHEREAS, the Mortgagee is the holder of a mortgage (hereinafter called the Mortgage), dated December 3, 1980 in the sum of Sixteen Thousand Five Hundred Twenty & 21/100 dollars (\$16,520.21) and executed by the Mortgagor, covering certain real estate which is fully described therein, which was recorded in the Judge of Probate Office, Shelby County, State of Alabama, in Book 408, Page 152.

WHEREAS, the Mortgagee is the holder of a mortgage (hereinafter called the Mortgage), dated October 14, 1976 in the sum of Thirty One Thousand Five Hundred & No/100 dollars (\$31,500.00) and executed by the Mortgagor, covering certain real estate which is fully described therein, which was recorded in the Judge of Probate Office, Shelby County, State of Alabama, in Book 358, Page 798.

WHEREAS, the Mortgagee, at the request of the Mortgagor, has agreed to give up and surrender the real estate hereinafter described unto the Mortgagor and to hold in substitution thereof the real estate hereinafter described;

NOW, THEREFORE, the parties agree as follows:

1. The Mortgagee hereby conveys to the Mortgagor the following described real estate which forms part of the mortgaged property:

A part of the Northeast Quarter of the Northeast Quarter of Section 22, Township 19 South, Range 2 West, more particularly described as follows: Commence at the Northeast corner of said Section 22, and run thence West 621.65 feet; thence turn an angle to the left of 86 degrees 46 minutes and run in a Southerly direction a distance of 312.28 feet to the point of beginning of the lot herein described; thence continue in the same Southerly direction 156.14 feet; thence turn an angle of 98 degrees 34 minutes to the right and run in a Westerly direction 269.25 feet to the East right of way line of Caldwell Mill soad; thence turn right and run Northerly on said East right of way line along the arc of a curve a

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Hosey Hutson

distance of 138.38 feet; Thence turn an angle to the right of 97 degrees 24 minutes and run in an Easterly direction 255.04 feet to the point of beginning . Situated in Shelby County, Alabama. (Also known as Lot 3, according to the map and survey of Dogwood Meadow, as recorded in Map Book 5, Page 117, in the Probate Office of Shelby County, Alabama.)

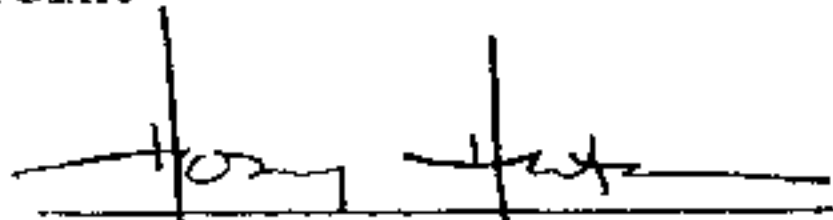
2. For the purpose of securing the payment of the indebtedness and securing the fulfillment of all of the covenants and conditions set forth in the Mortgages, the Mortgagor hereby conveys to the Mortgagee with covenant of general warranty the following described real estate:

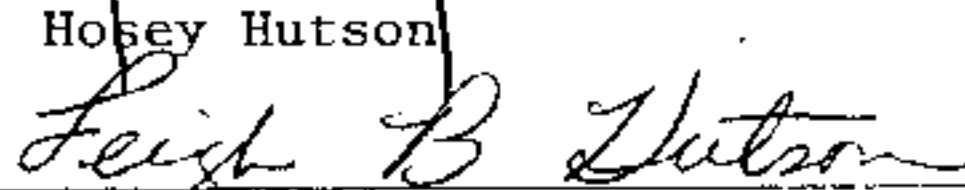
Lot A Briarcliff 5th Sector Map Book 46, Page 49, in the Probate Office of Jefferson County, Alabama. .

Together with the buildings and improvements thereon, the rents, issues and profits therefrom and the rights, roads, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining, including windows shades, storm and screen windows and doors, heating, lighting, plumbing, refrigerating and all other fixtures and appliances attached to or used in connections therewith or appurtenant to said real estate.

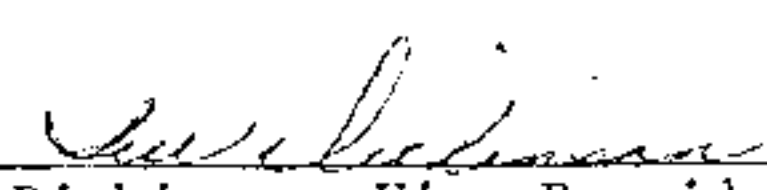
The Mortgagor warrants the title to said real estate and covenants that it has good right to mortgages and convey the same; that the same are free from all encumbrances, liens, claims or discharges prior to or on a parity with the Mortgagee; that the Mortgagor has a good and perfect title to the same and that the Mortgage is and shall be a second and superior lien against said real estate.

3. The parties agree that all of the properties described in the Mortgages, except for the real estate described in Paragraph 1 hereof, shall continue to secure the indebtedness therein described, and that all of the covenants, terms and provisions of the Mortgages shall be and remain in full force and effect with respect to said properties and shall apply to the properties described in Paragraph 2 herein.


Hosey Hutson


Leigh B. Hutson

COLONIAL BANK OF BIRMINGHAM, N. A.
Successors corporation of City National
Bank of Birmingham


Sue Dickinson, Vice President

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, in and for said County, in said State, hereby certify that Hosey Hutson and wife Leigh B. Hutson whose names 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, the executed the same voluntarily on the day of the same bears date.

Given under my hand and official seal, this 17th day of March, 1982.


Notary Public

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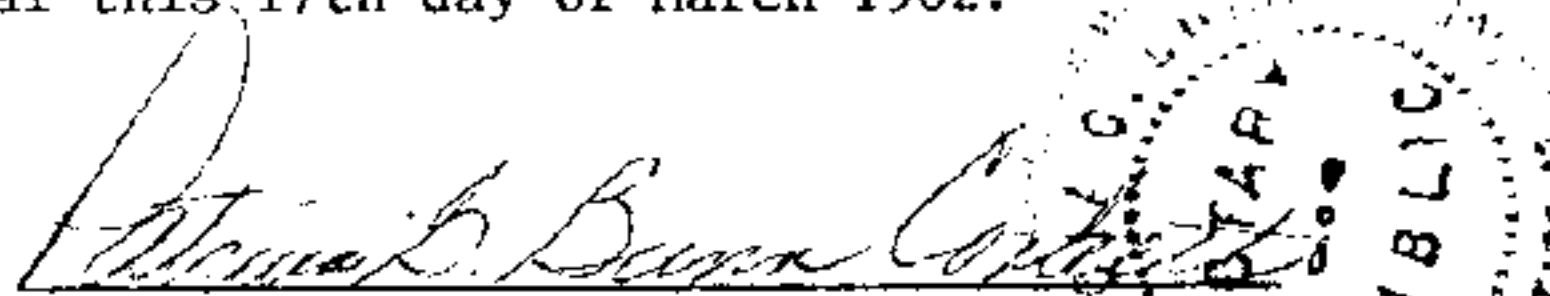
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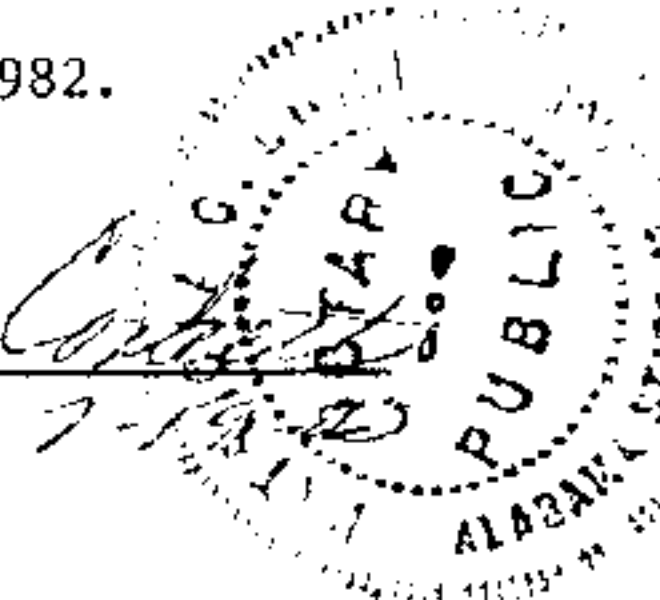
STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigne authority, a Notary Public, in and for said County, in said State, hereby certify that Sue Dickinson whose name as Vice President of the Colonial Bank of Birmingham, a national banking association, 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 the conveyance, she as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

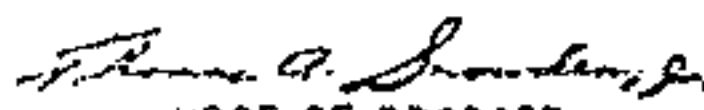
Given under my hand and official seal this 17th day of March 1982.


Notary Public



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

1982 JUN 10 AM 9:58


JUDGE OF PROBATE
Rec. 4.50
Ind. 1.00
5.50