

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 21st day of July, 1982
between Bobby A. Upton and wife, Earlene S. Upton

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 52,908.48
Fifty Two Thousand Nine Hundred Eight and 48/100 ----- DOLLARS,

due by One promissory note(s) of this date 96 monthly installments of \$551.13 each; the
first installment due the 15th day of August, 1982 and one installment 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, ha ve 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

Parcel No. 1: Commence at the NE corner of the SE 1/4 of SW 1/4 of Sec. 24, Tp. 21 South,
Range 1 West; thence run west along the North line of said 1/4-1/4 section 595.3 feet to the
point of beginning of the land herein described; thence turn a 90 deg. angle to the left
and run 215.0 feet; thence run west and parallel with the North line of said 1/4-1/4 Section
202.7 feet; thence turn a 90 deg. angle to the right and run 215.0 feet to the North line
of said 1/4-1/4 Section; thence run East along the North line of said 1/4-1/4 Section 202.7 feet
to the point of beginning. EXCEPT that portion sold to Frank C. Ellis, Sr. and wife,
Christine Moody Ellis as described in Deed Book 231, page 367, in Probate Office.

Parcel No. 2: Commence at the NE corner of SE 1/4 of SW 1/4 of Sec. 24, Tp. 21 South, Range
1 West; thence run westerly a distance of 798 feet along the northern boundary of said
1/4-1/4 section to a point of beginning; thence turn an angle of 90 deg. right and run
northerly a distance of 100 feet to a point; thence turn an angle of 90 deg. to the
right and run a distance of 202.6 feet to a point; thence turn an angle of 90 deg. to
the right and run a distance of 100 feet to a point; thence turn an angle of 90 deg. to
the right and run 202.6 feet to point of beginning. Said land being situated in the NE 1/4
of SW 1/4 of Section 24, Township 21 South, Range 1 West, situated in Shelby County, Alabama.
Being the same property conveyed by Gaston Gage, Jr., and wife, Elizabeth M. Gage to
Bobby A. Upton and Earlene S. Upton, as joint tenants with the right of survivorship,
by deed dated Feb. 19, 1970, filed for record in the office of Judge of Probate, Shelby
County, Alabama on March 2, 1970 at 2:41 o'clock P.M. and recorded in Deed Book 261,
page 422.

Parcel No. 3: Commence at the Southwest corner of Section 25, Township 21 South, Range 1
West; thence run East along the South line of said Section a distance of 177.48 feet to
the West right-of-way of the Columbiana-Shelby-Highway; thence run in a Northwesterly
direction along the West right-of-way line of said highway a distance of 81.60 feet to
the point of beginning of the lot herein conveyed; thence run in a South westerly
direction, parallel with the North line of the lot herein conveyed a distance of 51.48
feet, more or less, to the East right-of-way line of the Louisville and Nashville Railroad;
thence run in a Northwesterly direction along the said East right-of-way line of said
railroad a distance of 100 feet to a point; said point being the Southwest corner of the
Laston Etrass lot as shown in deed recorded in Deed Book 275, page 868 in the Probate
Office of Shelby County, Alabama; thence turn an angle of 88 deg. 05 min. to the right
and run along the South line of said Etrass lot a distance of 51.48 feet, more or less,
to the West right-of-way line of the Columbiana-Shelby Highway; thence run along the
West right-of-way line of said highway a distance of 100 feet more or less to the point
of beginning.

BOOK 422 PAGE 163

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

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.

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

Signed, Sealed, and Delivered in the Presence of

I acknowledge receipt of a copy of this instrument

Sign Bobby A. Upton
Earlene S. Upton

Bobby A. Upton (L. S.)

Earlene S. Upton (L. S.)

(L. S.)

BOOK 422 PAGE 164

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1982 JUL 28 AM 11:18

Mort Tax 79.50
Fee 3.00
Jud 1.00
83.50

Thomas A. Stewart, Jr.
JUDGE OF PROBATE

THE STATE OF ALABAMA
Shelby County.

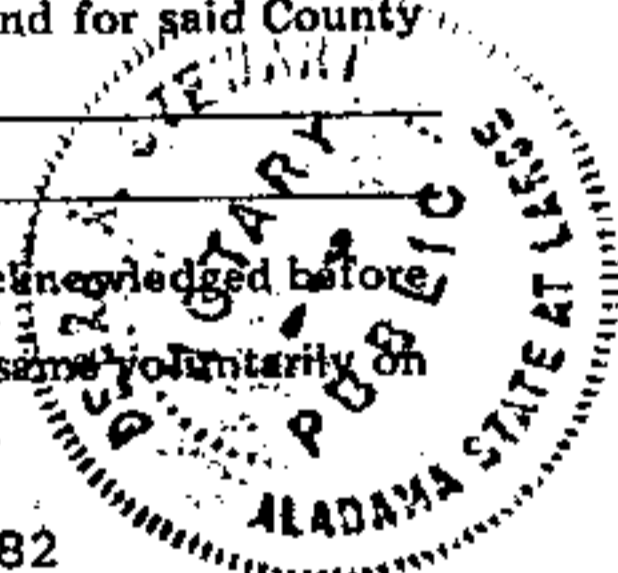
I, the undersigned, a Notary Public in and for said County hereby certify that Bobby A. Upton and wife, Earlene S. Upton

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, executed the same voluntarily on the day the same bears date.

Given under my hand, this 21st day of July, 1982

Debra R. Stewart

My Commission Expires January 30, 1985



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 day of 19

and duly recorded on the day of 19

in Mortgage Record, Vol. on pages

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: cents
Judge of Probate