This instrument was prepared by

(Name) Jane M. Martin, Asst. V. P. Loan Adm.

(Address) Shelby State Bank, P. O. Box 216, Pelham, Al. 35124

Form 1-1-22 Rev. 1-66
MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Marilyn L. Hinds, an unmarried woman

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Shelby State Bank, an Alabama Banking Corporation

(hereinafter called "Mortgagee", whether one or more), in the sum of Twenty Thousand Three Hundred Thirty-five and 60/100------------------------------Dollars ($ 20,335.60), evidenced by her note of even date

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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, Marilyn L. Hinds, an unmarried woman

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:

A parcel of land located in the NW 1/4 of the NE 1/4 of Section 23, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Northwest corner of the NE 1/4 of the NW 1/4 of said Section 23; thence in an Easterly direction along the North line of said Section 23, a distance of 1698.84 feet; thence continue along last described course, along said North line a distance of 96.08 feet to a point on the Southwest bank of Buck Creek; thence 15 deg. 04 min. 58 sec. right, in a Southeasterly direction, a distance of 90.09 feet to a point on the Southwest bank of said Buck Creek; thence 11 deg. 47 min. 10 sec. right in a Southeasterly direction a distance of 98.21 feet to a point on the Southerly bank of said Buck Creek; thence 25 deg. 30 min. 46 sec. left, in an Easterly direction a distance of 250.13 feet to a point on the Southerly bank of said Buck Creek; thence 88 deg. 15 min. 01 sec. right in a Southerly direction, a distance of 609.82 feet to a point, said point being the point of beginning of the property herein conveyed; thence continue along last described course and along the East property line of the Jason Wayne Hinds and Richard A. Hinds trust property a distance of 210 feet to a point on the Northerly right of way line of Shelby County Highway #52; thence run in a Northeasterly direction along the North right of way line of said Highway 52 a distance of 210 feet; thence run North parallel to the East line of said Jason Wayne Hinds and Richard A. Hinds trust property a distance of 210 feet to a point; thence run in a Westerly direction, parallel to the North line of said right of way of Shelby County Highway 52, a distance of 210 feet to the point of beginning; being situated in Shelby County, Alabama.
Mineral and mining rights excepted.

This is a second mortgage

Shelby St Bank

Said prope[redacted]arranted free from all incumbrances a[redacted]st any adverse claims, except as stated [redacted]

To Have An[redacted]ld the above granted property unto th[redacted]ortgagee, Mortgagee's successors, heir[redacted]ssigns 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 Marilyn L. Hinds, an unmarried woman

have hereunto set my signature and seal, this 6 day of June, 1985

x Marilyn L. Hinds (SEAL)
Marilyn L. Hinds, an unmarried woman
(SEAL)
(SEAL)
(SEAL)

STATE OF ALA. ...
I CERTIFY THIS
INSTRUMENT WAS FILED
1985 JUN 12 PM 1:18

Mtg tax 30.60
5.00
1.00
36.60

[signature]
JUDGE

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THE STATE of Alabama
Shelby COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Marilyn L. Hinds, an unmarried woman whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of June, 1985

[signature] Notary Public.

My commission expires 5-16-87

THE STATE of
COUNTY

I, , 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:

Marilyn L. Hinds

TO

Shelby State Bank
P. O. Box 216
Pelham, Ala. 35124

MORTGAGE DEED

THIS FORM FROM
Lawyers Title Insurance Corporation
Title Guaranty Division
TITLE INSURANCE — ABSTRACTS
Birmingham, Alabama