

2937
REAL ESTATE MORTGAGE

WHEREAS, E. B. Hughes

(hereinafter called mortgagor) is/are indebted to Anniston Production Credit Association of Anniston, Alabama, (hereinafter called mortgagee) in the sum of Ten thousand six hundred sixty four & no/100 DOLLARS, as evidenced by a promissory note or notes of even date herewith, payable as follows:

No. 1, for \$ 2,645.00 due on demand after 10 - 1 - 67; No. 4, for \$ _____ due on demand after _____;
No. 2, for \$ 1,513.00 Payable as set out below; No. 5, for \$ _____ due on demand after _____;
No. 3, for \$ 6,506.00 Payable as set out below; No. 6, for \$ _____ due on demand after _____;

together with interest thereon from date thereof at the per annum rate of interest provided for in each note; said note(s) also providing for a reasonable collection and attorney's fee; and

WHEREAS, mortgagor may be otherwise indebted or may become further indebted to mortgagee for future advances made to mortgagor at any time within 36 months after date of this mortgage.

NOW, THEREFORE, to secure the payment of said indebtedness, any future advances or other indebtedness of mortgagor to mortgagee or its assigns, collection and attorney's fee, and the performance of covenants and agreements herein made _____

E. B. Hughes and wife, Geneva Hughes

Name(s) of Mortgagor(s) and Spouse(s)

in consideration of the premises, do(es) hereby grant, bargain, sell, convey, warrant, and assign unto said mortgagee or its assigns the

following described property situated in Shelby County, Alabama, (unless otherwise specified) to-wit:
The SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 7, T. 21, R. 1 East, Also all that part of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 7 T. 21, R. 1 East, which lies East of the Columbiana and Wilsonville Highway and North of a branch running Southeasterly across said forty and crossing the South line thereof near the Southeast corner, known as the Dollar Branch. Also a part of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 7 T. 21, R. 1 East, described as beginning at a point on the West line of said Columbiana and Wilsonville Highway about 50 feet West of the Northeast corner of said forty acres and running Southwesterly along said Highway 402 feet to the point of beginning; thence Northwesterly, North 40 deg. West 365 feet, more or less, to a point on the North line of said forty acres; thence West along the North line of said forty 518 feet to a small branch; thence Southerly along the meanderings of said branch (crossing the Chelsea Road) about 700 feet to the Northwest line of said Highway; thence Northeast along said Highway 650 feet, more or less, to the point of beginning. Excepting 7/8 of an acre conveyed to the Trustees of Bethel Church. Also excepting a part of the SE $\frac{1}{4}$ of NE $\frac{1}{4}$, described as commencing at the Northeast corner of SE $\frac{1}{4}$ of NE $\frac{1}{4}$, and running West 80 feet; thence Southeasterly to the East line of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ to a point 110 feet from point of beginning; thence along forty line to point of beginning; being in the SE $\frac{1}{4}$ of NE $\frac{1}{4}$, S. 7, T. 21, R. 1 East sold to G. E. Smith,

To have and to hold the aforegranted premises, together with improvements and appurtenances thereunto belonging, unto the mortgagee and assigns forever. Mortgagor covenants with Mortgagee and assigns that Mortgagor is lawfully seized in fee of the aforegranted premises; that they are free of all encumbrances; that Mortgagor has a good right to sell and convey same to Mortgagee; and that Mortgagor will warrant and defend said premises to Mortgagee and assigns forever against the lawful claims and demands of all persons.

Mortgagor further covenants and agrees with Mortgagee and assigns to pay when due all taxes or other liens against all property described herein; to keep all such property insured against such risks and in such amounts required by Mortgagee, with loss payable to Mortgagee as its interest may appear; to properly cultivate and care for said property and not to commit waste or allow waste to be committed thereon; and not to sell or further encumber said property without the written consent of Mortgagee or its assigns.

If Mortgagor shall pay all sums here secured including the indebtedness now owing and that to become owing within 36 months after the date hereof and all other indebtedness secured hereby on or before maturity this mortgage shall be void.

If the Mortgagor fails to pay when due any sums hereby secured; or should Mortgagor fail to perform any of the agreements herein contained, become insolvent, be adjudicated a bankrupt or be made defendant in bankruptcy or receivership proceedings, the whole indebtedness secured hereby may, at the option of the Mortgagee or assigns, be declared due; in either event the Mortgagee or its agent or assigns is hereby authorized to sell the property hereby conveyed to public auction to the highest bidder for cash; the sale to be held at the courthouse (or at either courthouse, if there be two) of any county in which all or part of the said lands are situated, after giving notice thereof by publication once a week for three weeks, of the time, place and terms of sale in a newspaper published in each county in which any part of said lands is situated; if no newspaper is then published in said county or counties, publication in a newspaper having general circulation therein shall suffice; in event of sale the Mortgagee or assigns is authorized to purchase the said property, or any part thereof, and the auctioneer or person making the sale is hereby expressly empowered to execute a deed in Mortgagor's name to any purchaser at such sale. The proceeds of sale shall be applied first, to payment of all expenses incident to the sale, including a reasonable attorney's fee; second, to the indebtedness secured by this mortgage; and third, the balance, if any, to be paid to Mortgagor or any party or parties entitled thereto.

WITNESS the signature of Mortgagor, this 13 day of March

E. B. Hughes L.S.

Geneva Hughes L.S.

STATE OF ALABAMA

Shelby COUNTY

I, Thomas Elbridge Potts, Notary Public in and for said County, in said State, hereby certify that

E. B. Hughes and wife, Geneva Hughes

whose name(s) is (are) signed to the foregoing mortgage, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of the within mortgage, he (they) executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 13 day of March

My commission expires December 10, 1967

Thomas Elbridge Potts Notary Public, State at Large

STATE OF ALABAMA,

I hereby certify that the within mortgage was filed in this office for record on the _____ day of _____ A. D. 19____
at _____ o'clock _____ M., and duly recorded in Book _____ of Mortgages, Page _____

Judge of Probate

as shown by Deed Book 137, Page 131, subject of Railroad Right of Way. Except Transmission Line Permit to Alabama Power Company. Containing 67 acres, more or less.

The Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ Sec. 7, T. 21, R. 1 East, except one acre described as beginning at a point on the East line of said Northeast $\frac{1}{4}$ of Northeast $\frac{1}{4}$ and North line of public road leading from Columbiana to Wilsonville and running North 70 yards, thence West 70 yards, thence South 70 yards to said road; thence East 70 yards along said road to point of beginning of said exception. Also except public road right of way. Also except Transmission Line Permit running to Alabama Power Company.

Less: 3 Acre release described as follows: Begin at the SW corner of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 7, T. 21 S. R. 1 E. run up the South boundary line of the State Highway #25 a distance of 575 feet, thence South to the South line of said forty 454 feet, thence West down the South forty line to point of beginning. Less 3 acres described as follows: Begin at the SW corner of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of S. 7, T 21 S. R. 1 E. Run up the South boundary line of State Highway # 25, a distance of 575 feet, thence South to the South line of said forty 454 feet, thence West down South forty line 700 feet to point of beginning.

Note No. 2 above is payable in two annual installments of principal with intrest on the unpaid balance thereof, \$757.00 on demand after October 1, 1967 and \$756. on demand after October 1, 1968.

Note No. 3 above is payable in seven annual installments of principal with intrest on the unpaid balance thereof, \$930.00 on demand after October 1, 1967, \$930.00 on demand after October 1, 1968, \$930.00 on demand after October 1, 1969, \$930.00 on demand after October 1, 1970, \$930.00 on demand after October 1, 1971, \$930.00 on demand after October 1, 1972 and \$926.00 on demand after October 1, 1973.

This mortgage is second and subordinate to the mortgage of the Federal Land Bank dated March 2, 1967 and recorded in the Office of the Judge of Probate of Shelby County in Book 305 at Page 390

and is a part of the real estate mortgage executed by E. B. Hughes and wife, Geneva Hughes, under date of March 13, 1967 to secure payment of an indebtedness of \$12,500.00.

E. B. Hughes
Geneva Hughes

BOOK 305 PAGE 397 BOOK 070 PAGE 905
STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1967 MAR 13 PM 3:28
U.C.C. FILE NUMBER 68
REC. BK. & PAGE AS SHOWN ABOVE
Conrad M. ...
JUDGE OF PROBATE

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

1966 MAY -7 PM 2:30

Thomas A. ...
JUDGE OF PROBATE

RECORDING FEES
Recording Fee \$ 500
Index Fee 100
TOTAL \$ 600