

PROMISSORY NOTE

\$ 640.00

COLUMBIANA

ALABAMA

November 6

1990

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay to FLEET MORTGAGE CORP. ("Lender"), the amount of SIX HUNDRED FORTY & NO/100 (\$ 640.00) according to the terms herein payable at P. O. BOX 1561, MILWAUKEE, WI 53201 ("address of Lender"), or at such place as the legal holder hereof may designate in writing.

This Note shall be secured by a second mortgage upon the property described in said mortgage executed contemporaneously herewith and shall be a non-interest bearing obligation payable upon the happening of one of the following events: the sale of the property securing this Note; the refinance and/or payoff of the first mortgage loan.

BORROWER(S):

Ruth J. Bright  
RUTH J. BRIGHT

STATE OF ALABAMA, COUNTY OF SHELBY

SECOND MORTGAGE

WHEREAS, RUTH J. BRIGHT ("Mortgagor") is/are justly indebted to FLEET MORTGAGE CORP. ("Mortgagee") in the principal sum of SIX HUNDRED FORTY & NO/100 (\$ 640.00) at zero percent interest, as evidenced by the Promissory Note executed by Mortgagor(s) under even date herewith, and payable under the terms as provided in said Note.

NOW, to secure the prompt payment of said note, Mortgagor(s), for and in consideration of the premises, and the sum of Five Dollars to the undersigned in hand paid by the said Mortgagee this day, the receipt of which is hereby acknowledged, do/does hereby Grant, Bargain, Sell and Convey to the said Mortgagee the following described real estate lying and situated in SHELBY County, Alabama, to wit:

SEE REVERSE SIDE FOR LEGAL DESCRIPTION, WHICH IS INCORPORATED HEREIN BY REFERENCE.

Initial R. J. B.

This Mortgage is second and subordinate to that certain first mortgage of even date herewith executed by the Mortgagor herein in favor of FLEET MORTGAGE CORP. ("Mortgagee"). The term hereof shall run concurrent with the term of the above referenced first mortgage.

And said Mortgagor(s) do hereby covenant with the said Mortgagee that Mortgagor(s) are lawfully seized in fee of said premises; that they are free of and from all encumbrances except as noted above and that Mortgagor(s) will warrant and defend that same against the lawful claims and demands of all persons.

If Mortgagor(s) shall well and truly pay, or cause to be paid, the said Note, when due, then this conveyance shall become null and void. Should Mortgagor(s) fail to pay said Note when due, Mortgagee is authorized and empowered to sell said property at auction for cash at the SHELBY County Courthouse door in the City of COLUMBIANA, Alabama, first having given notice thereof as required by law, and execute proper conveyance to the purchaser.

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This second mortgage shall not be assumable.

IN WITNESS WHEREOF, Mortgagor(s) have hereunto set their hands and official seals this 6th day of November, 1990.

BORROWER(S):

Ruth J. Bright  
RUTH J. BRIGHT

STATE OF ALABAMA, COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said State hereby certify that RUTH J. BRIGHT whose name(s) are signed to the foregoing mortgage, and who IS known to me, acknowledged before me on this day that, being informed of the contents of this mortgage, she ~~they~~ executed the same voluntarily on the day the same bears date.

Given under my hand this 6th day of November, 1990.

(SEAL)

[Signature]  
Notary Public

STATE OF ALABAMA, COUNTY OF SHELBY

A parcel of land in the E 1/2 of the W 1/2 of Fractional Section 23, Township 22 South, Range 1 East, more particularly described as follows: Commence at the SW corner of the E 1/2 of the W 1/2 of Section 23, Township 22 South, Range 1 East; thence run North along the West line thereof for 1,155.35 feet to the NW right of way of Shelby County Highway #71; thence 56 degrees 28 minutes right and run Northeasterly along said right of way for 194.54 feet to the point of beginning; thence continue last described course for 365.70 feet; thence 90 degrees 00 minutes left run 170.00 feet; thence 28 degrees 13 minutes 05 seconds left run Northwesterly 420.25 feet; thence 118 degrees 33 minutes 17 seconds left run South 460.58 feet; thence 132 degrees 46 minutes 38 seconds left run Northeasterly 82.41 feet; thence 98 degrees 09 minutes right run 168.75 feet to the point of beginning. Situated in Shelby County, Alabama. According to survey of Thomas E. Simmons, Reg. No. 12945, dated October 25, 1990.

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

90 NOV -8 AM 9:56

[Signature]  
JUDGE OF PROBATE

1. Deed Tax	---	\$	7.00
2. Mfg. Tax	---	\$	5.00
3. Recording Fee	---	\$	3.00
4. Indexing Fee	---	\$	3.00
5. No Tax Fee	---	\$	7.00
6. Certified Fee	---	\$	7.00
Total	---	\$	40.00