

THE STATE OF ALABAMA,
Shelby County.

This Deed of Mortgage, made and entered into on this, the 23rd day of July, 19 82
between Kerry Kent Nivens and wife, Margaret W. Nivens

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 \$20,000.00
Twenty Thousand and no/100-----DOLLARS,
due by One promissory note(s) of this date from interest as set out in said note and
due July 23, 1985.

and being desirous of securing the payment of the same, and any other indebtedness to the owner or holder hereof, whether heretofore or hereafter incurred, and whether or not of the same general kind of indebtedness as that secured by this mortgage, and whether the makers of this mortgage owe said other indebtedness as makers, endorsers or otherwise, in considera-

tion thereof, ha VE granted, bargained, sold, and conveyed and by these presents do 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

All that portion of the North half of the NE 1/4 of The SW 1/4 of Section 2,
Township 20, Range 1 West, Shelby County, Alabama, which lies East of the
Columbiana-Chelsea paved highway, know as Shelby County Highway No. 47,
LESS AND EXCEPT mineral and mining rights as reserved in deed dated
February 20, 1915, and recorded in Deed Book 50, Page 265, in the Office of
the Judge of Probate of Shelby County, Alabama.

Being the same property conveyed by Clay L. Nivens and wife, Eula B. Nivens,
to Kerry Kent Nivens and wife, Margaret Nivens, by deed dated October 2,
1971, filed for record in the Probate Office of Shelby County, Alabama, on
December 30, 1971, at 2:58 o'clock P.M., and recorded in Deed Book 271, Page 665.

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, including any other indebtedness as described on page 1 hereof, 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.

Signed, Sealed, and Delivered in the Presence of this instrument.

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

Kerry P. Nivens

Kerry P. Nivens (L. S.)

Margaret W. Nivens (L. S.)

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

1982 AUG -4 AM 10:18

Thomas A. Simpson, Jr.
JUDGE OF PROBATE

mtg. 30.00
Rec. 3.00
Ind. 1.00
34.00

THE STATE OF ALABAMA
Shelby County.

I, the undersigned Notary Public in and for said County hereby certify that Kerry Kent Nivens and wife, Margaret W. Nivens

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

Given under my hand, this 23rd day of July, 19 82

[Signature]

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

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