This instrument was prepared by 1322

(Name) Anthony F. Holmes, Branch Manager Shelby State Bank

(Address) P. O. Box 216 Pelham, Alabama 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,
Kent Farms, an Alabama General Partnership

(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 Five Thousand and no/100------------------------------------------ Dollars ($ 25,000.00 ), evidenced by their note of even date

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

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NOW THEREFORE, in consideration of the premises, said Mortgagors,

Kent Farms, an Alabama General Partnership

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 NE¼ of the NW¼ of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama, described as follows: Commence at the NW corner of said Section 14; thence run East along the Section line a distance of 1321.76 feet; thence turn right 87 deg. 25' 32" a distance of 283.40 feet to the Easterly right-of-way of Highway #119 and the point of beginning; thence turn left 01 deg. 09' 31" a distance of 140.71 feet; thence turn left 02 deg. 56' 51" a distance of 200.71 feet; thence turn left 58 deg. 41' 05" a distance of 142.99 feet; thence turn left 88 deg. 16' 46" a distance of 148.15 feet; thence turn left 93 deg. 06' 59" a distance of 189.30 feet; thence turn right 43 deg. 54' 30" a distance of 59.49 feet; thence turn right 21 deg. 47' 20" a distance of 149.75 feet; thence turn left 57 deg. 06' 51" a distance of 20.73 feet to the Easterly right-of-way of said Highway #119; thence turn left 97 deg. 09' 22" along said right-of-way a distance of 25.93 feet to the point of beginning. According to survey of Johnye Horton, Reg. # 12496, dated January 26, 1983.

This is a First Mortgage

Shelby Bank

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

[redacted] [redacted] [redacted]

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns 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

Kent Farms, an Alabama General Partnership

have hereunto set their signature 's and seal, this 26th day of August, 19 83

Douglas M Kent
Executor for Estate of
BY Gladys M Kent (SEAL)
Douglas M. Kent, as Executor under Last Will of Gladys M. Kent, deceased
BY: Douglas M. Kent (SEAL)
Douglas M. Kent, II

Kent Farms (SEAL)
BY: Douglas M Kent (SEAL)
Douglas M. Kent - Trustee of the Trust created under the terms of the Last Will & Testament of Roy Wright Kent, deceased
BY: Douglas M Kent (SEAL)
Douglas M. Kent

BOOK 435 PAGE 754

THE STATE of

COUNTY

I, , a Notary Public in and for said County, in said State, hereby certify that

whose name signed to the foregoing conveyance, and who known to me acknowledged before me on this day, that being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this day of , 19

Notary Public.

THE STATE of Alabama

Shelby COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Douglas M. Kent, and Douglas M. Kent, II

whose name as Partners of Kent Farms, an Alabama General Partnership ~~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 26th day of August 19 83

Darlene M. Mitchell, Notary Public

My Commission Expires May 19, 1985

Return to:

Kent Farms

TO

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

MORTGAGE DEED

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

The State of Alabama
Shelby County

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Douglas M. Kent, whose name as Trustee of the Trust created under the terms of the Last Will & Testament of Roy Wright Kent, deceased, and in his capacity as such Trustee, is signed to the foregoing conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of August, 1983.

Darlene M. Setchil
Notary Public
My Commission Expires May 19, 1985

BOOK 435 PAGE 755

The State of Alabama
Shelby County

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Douglas M. Kent, whose name as Executor under Last Will of Gladys M. Kent, deceased, and in his capacity as such Executor, is signed to the forgoing conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of August, 1983.

Darlene M. Setchil
Notary Public
My Commission Expires May 19, 1985

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1983 AUG 29 AM 8 29
[illegible]
JUDGE OF PROBATE

Mtg. Tax 37.50
Rec. 4.50
Ind. 1.00
43.00