

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

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

Form 1-1-22 Rev. 1-68

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Nichols & Hill Construction Company, an Alabama 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 -----Two Hundred Fifty Thousand and no/100-----Dollars (\$ 250,000.00), evidenced by its note of even date

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,

Nichols & Hill Construction Company, an Alabama 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 situated in the S 1/2 of NE 1/4 of Section 28, Township 20 South, Range 3 West, being more particularly described as follows:
Commence at the Southeast corner of the SE 1/4 of NE 1/4 of said Section 28, Township 20 South, Range 3 West; thence run North along the East line of said Section 28 a distance of 886.96 feet; thence turn left 89 deg. 03 min. 11 sec. a distance of 1113.96 feet to point of beginning; thence continue last course 211.6 feet to the Easterly right of way of Shelby County Highway No. 17; thence turn left 80 deg. 46 min. 30 sec. along said curve 181.51 feet to the PC of a curve to the left, having a central angle of 05 deg. 55 min. 02 sec. and radius of 1597.02 feet; thence run along the arc of said curve along said right of way a distance of 164.93 feet; thence turn left 96 deg. 15 min. 19 sec. from the chord of said curve a distance of 115 feet; thence turn left 82 deg. 11 min. 41 sec. a distance of 86.28 feet; thence turn right 82 deg. 11 min. 01 sec. a distance of 96.6 feet; thence turn left 82 deg. 11 min. 02 sec. a distance of 260 feet to point of beginning. Situated in Shelby County, Alabama.

This is a construction loan

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

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 Mortgagee 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

Nichols & Hill Construction Company, an Alabama Partnership

have hereunto set their hands and seals

and seal this 23rd day of November

1984

Nichols & Hill Construction Company, an Alabama Partnership

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

1984 NOV 28 AM 9:06

Notary Public
\$75.00 William R. Hill, Jr.
\$500
\$100 William D. Nichols

\$81.00

JUDGE

THE STATE of

COUNTY

I,

hereby certify that

, a Notary Public in and for said County, in said State,

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 authority

, a Notary Public in and for said County, in said State,

hereby certify that William R. Hill, Jr. and William D. Nichols

whose names as Partners

of Nichols & Hill Construction Company, an Alabama 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 23rd day of November

NOTARY PUBLIC EXPIRES MAY 26, 1985

Notary Public
Dawn Cobb
formerly Dawn Cobb

Return to:
Nichols & Hill Construction
Company, an Alabama Partnership

TO

Shelby State Bank

MORTGAGE DEED

THIS FORM FROM
Hayers Title Insurance Corporation
Title Guaranty Division
TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama