THIS MORTGAGE, made and entered into on FEBRUARY 18, 2006, by and between THOMAS MARTIN SPRINGFIELD AND WIFE, KAREN LORRAINE SPRINGFIELD (hereinafter referred to as "Mortgagor", whether one or more) and the APCO EMPLOYEES CREDIT UNION (hereinafter referred to as "Mortgagor"), whose address is 1608 7TH AVENUE NORTH, BIRBINGHAM, ALABAMA 35203 to secure the indebtedness of THOMAS MARTIN SPRINGFIELD AND KAREN LORRAINE SPRINGFIELD (hereinafter referred to as "Borrower", whether one or more) to Mortgagee

## WITNESSETH

WHEREAS, said Borrower, is justly indebted to Mortgagee in the amount of \$91,920.25 together with any advances hereinanter provided in the lawful mones of the United States, which indebtedness is evidenced by a Promissory Note of even date herewith which bears interest as provided therein and which is payable in accompanies with its terms, with the entite Debt, if not sooner paid, due and payable on FERRUARY 19, 2030

NOW THEREFORE, in consideration of the premises and of said indebtedness and in order to secure prompt payment of the same according to the terms and supulations contained in said Promissory Note and any and all extensions and renewals thereof, or of any part thereof, and any other amounts that the Mortgages or its successors or assigns may advance to the Borrower or Mortgagor before the payment in full of said Mortgage indebtedness, and any additional interest that may become due on any such extensions, renewals and advances or any part thereof (the aggregate amount of such debt, including any extensions, renewals, advances and and compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, self and convey arise the Mortgagor, the real estate described as follows:

LOT 13 OF TOCOA PARK PHASE TWO AS RECORDED IN MAP BOOK 25, PAGE 79 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

THIS IS A PURCHASE MONEY MORTGAGE.
Source of Title: INSTRUMENT NO. 1999-36800

TO HAVE AND TO HOLD the real estate unto the Mortgagee, its successors and assigns forever, ingeling within the improvements now or hereafter executed on now or hereafter attached to the same real estate, all of which, including replacements and additional thereto shall be deemed to be and remain a part of the real estate cusatests by this Mortgage; and all of the foregoing are hereinafter referred to as "Real listate" and shall be conveyed by this Mortgage.

02/24/2000-05715

09:18 AN CERTIFI

The Mortgagor covenants with the Mortgagor that the Mortgagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, except as stated herein, and the Mortgagor will warrant and forever defend the inite to the Real Estate into the Mortgagor against the lawful claims of all persons, except as otherwise herein provided

For the purpose of securing the payment of the Debt, the Mortgagor agrees to: (1) pay promptly when due all taxes, assessments, charges, times and other note. which may altern priority over this Mortgage (heremafter jointly called "Liens"), when imposed legally upon the Real Estate and if detault is made in the payment of the Liens. or any part thereof, the Mortgageo, at its option, may pay the same, (2) keep the Real Estate continuously insured, in such manner and by such companies as may be satisfactory to the Mortgagee; against loss by fire, vandahsm, malicinus mischief and other perils usually covered by a fire insurance policy with standard extended countage endorsements, with loss, if any, payable to the Mortgagee, as its interest may appear; such insurance to be in an amount sufficient to cover the Debt. The original insurance policy, and all replacements therefor, shall be delivered to and beki by the Mortgagee until the Debt is paid in full. The original institution policy and all replacements therefor, shall be delivered to and beki by the Mortgagee until the Debt is paid in full. The original institution policy and all replacements therefor, must provide that they may not be canceled without the insurer giving at least ten days prior written notice of such cancellation to the Mortgagee. The Mortgager betries assigns and pledges to the Mortgagee, as further security for the payment of the Debt, each and every policy of hazard insurance new or hereafter in effect which insures hard improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every such policy, including but not limited to all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to returned premiums. If the Mortgagor fash to keep the Real Estate insured as specified above then, at the election of the Mortgages and without notice to any person, the Mortgages may declare the entire Debt due and payable and this Mongage subject to foreclosure, and this Mortgage may be foreclosed as heremafter provided, and, regardless of whether the Mongagee declares the centre beta due and payable, the Mortgagee may, but shall not be obligated to, insure the Real Estate for its full insurable value for for such lesser amount as the Mortgagee may westagainst such risks of loss, for its own benefit the proceeds from such mangance (less cost of collecting same), it collected, to be visitud against the Debt. or at the electron of the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgagee for instruction or for the payment of Lieus shall become a debt due by the Borrower and Mortgagor to the Mortgagee and at once payable without demand upon or notice to the borrower. or Mortgagor, and shall be secured by the hen of this Mortgage, and shall bear interest from the date of payment by the Mortgagee until paul at the tase of interest provided for in the Promissory Note. The Borrower and Mortgagor agrees to pay promptly when due the principal and interest of the Debt and keep and perform every other concount. and agreement of the Pronussory Note secured hereby

As turther security for the payment of the Debt, the Mortgagor hereby assigns and pledges to the Mortgagor, the following described property rights, claims, rents profits, issues and revenues: (1). All rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or bereafter created, reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues (2). All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, or to any rights appurerain thereof the power of entitled domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, in bein of the exercise of the power including any award for change of grade of streets, and all payments made for the voluntary sale of the Real Estate, or any part thereof, in bein of the exercise of the power of entitled domain, shall be paid to the Mortgagee. The Mortgagee is hereby authorized on behalf of and in the name of the Mortgagor to execute and deliver called the acquitances for, or appeal from, any such judgments or awards. The Mortgagee may apply all such soms received or any part thereof, after the payment of all the Mortgagee's expenses incurred in connection with any proceeding or transaction described in this subparagraph 2, including court costs and altorney's fees on the Delt in such manner as the Mortgagee elects, or, at the Mortgagee's option, the entire amount or any pair thereof so received may be released or may be used to rebuild repair or restore any or all of the improvements located on the Real Estate.

The Mortgagor hereby incorporates by reference into this Mortgage all of the provisions of the Promissory Note of even date herewith. Mortgagor agrees that in the event that any provision or clause of this Mortgage or the Promissory Note conflicts with applicable law, such conflict shall not affect any other provisions of this Mortgage and the Promissory Note are severable and that, if one or more of the provisions contained in this Mortgage or in the Promissory Note shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable mortgage or in the provision hereof; this Mortgage shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein. If enactment or expiration of applicable laws has the effect of rendering any provision of the Promissory Note or this Mortgage unenforceable according to its terms Mortgage, at its option, may require the immediate payment in full of all sums secured by this mortgage and may invoke any remedies permitted hereunder.

The Mortgagor agrees to keep the Real Estate and all improvements located thereon in good repair and further agrees not to commit waste or permit impairment of deterioration of the Real Estate, and at all times to maintain such improvements in as good condition as they are reasonable wear and tear excepted.

If all or any part of the Real Estate or any interest therein is sold or transferred by Mortgagor without Mortgagee's prior written consent, excluding on the creation of a ben or encombrance subordinate to this Mortgage (b) the creation of a purchase money security onerest for household applicances (c) the transfer by devise, devient of by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase. Mortgagee may at Mortgagee's option, declare all of the sums secured by this Mortgage to be ununclustely due and payable. Mortgagee shall have waived such option to such person to standard to the sale or transfer. Mortgagee and the person to whom the Real Estate is to be sold or transferred reach agreement in withing that the credit of such person to standard to Mortgagee and that the interest payable on the sums secured by this Mortgage shall be at such rate as Mortgagee shall request

The Morigagor agrees that no delay or failure of the Mortgagor to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagor's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this Mortgagor shall be waived altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagor by one of its duly authorized representatives.

After default on the part of the Borrower or Morgagor, the Mortgagee, upon bill filed or other proper legal proceedings being commenced for the foreclowing of this Mortgage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues and profits of the Real Instance with

power to losse and control the Real Estate, and with such other powers as may be deemed necessary.

Upon request of Borrower (separately or severally, if more than one). Mortgages, at Mortgages's option prior to release of this Mortgage, may make future advances to Borrower (separately or severally, if more than one). Such future advances, with interest thereon, shall be secured by this Mortgage when evidenced by premissory make stating that said notes are received hereby.

UPON CONDITION, HOWEVER, that if the Perrower pays the Debt (which debt includes the indebtedness evidenced by the Promissory Note herealabove referred to and any or all extensions and renewals thereof and advances and any interest due on such extensions, renewals and advances) and all other indebtodness secured hereby and relimburants the Mortgages for any assounts the Mortgages has paid in payment of Lions or insurance promises, and interest thereon, and fulfills all of mortgagor's obligations under this Mortgage, this conveyance shall be null and void. But if: (1) any warranty or representation made in this Mortgage is breached or proves false in any material respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this Mortgage. (3) default is made in the payment to the Manigages of any said by the Mortgages under the authority of any provision of this Mortgage: (4) the Debt, or any part thereof, remains unpast it maintenty. (5) the institut of the Mortgagor in the Reel Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance. (6) any statement of hen is filled against the Real Bosso, or any part thereof, under the statutes of Alabama relating to the fiens of mechanics and materialmen (without regard to the existence of noneximence of the debt or the lies on which such statement is beses; (7) any law is passed imposing or authorizing the imposition of any specific tax upon this mortgage or the Debt or permitting or authorizing the deduction of any such tax from the principal or interest of the Debt, or by virtue of which any tax hen or assessment upon the Real Estate shall be chargeable against the owner of this Mortgage: (8) any of the scipulations contained in this Mortgage is declared invalid or inoperative by any court of competent jurisdiction; (9) Borrower or Mortgagor or any of them (a) shall apply for or consent to the appointment of a receiver, trustee or liquidator thereof of the Real Estate or of all or a substantial part of such Borrower's or Mortgagor's assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fail, or admir in writing such Bottower's or Mortgagor's inability, generally to pay such Borrower's or Mortgagor's debts as they come due, (d) make a general assignment for the benefit of creditors, (a) file a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law. (f) file an answer administra the material allegations of, or consent to, or default in answering a petition filed against such Borrower or Mortgagor in any hankruptcy, reorganizing, or ansolvency proceedings; or (g) as order for relief or other judgment or decree shall be essered by any court of competent jurisdiction, approxing a petition section (quadation of reorganization of the Borrower or Mortgagor, or any of them, if more than one, or appointing a receiver, mustee or liquidator of any Borrower or Mortgagor or of the Real Estate of of all or a substantial part of the assets of any Borrower or Mortgagor; then, upon the happening of any one or more of and events, at the option of the Mortgagor; the unpaid balance of the Debt shall at once become due and payable and this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall be authorized to take possession of the Real Estate and, after giving notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Real Estate is located to sell the Real Estate in from of the counthouse door of said county at public occury, to the highest bidder for cash and to apply the proceeds of said sale as follows. (irst, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including a reasonable attorney's fee; second, to the payment of any amounts that have been spent, or that it may dien be necessary so spend, in paying imminine premiums, liens or other encumbrances, with interest thereon; third, to the payment in full of the balance of the Debt and interest thereon, 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 any unfarmed interest shall be credited to the Borrower; and fourth, the balance, if any, to be paid to the party or purties appearing of record as the owner of the Real Estate at the time of tale, after deducting the cost of ascertaining who is such owner. The Mortgagor agrees that the Mortgagee may but at any sale had under the terms of this Mortgage and may purchase the Real Estate if the highest bidder thereof. At the foreelessure sale the Real Estate may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner the Mortgagee may elect. The Borrower and Mortgagor agrees to pay all costs, including reasonable ariomey's fees incurred by the Mortgages in collecting or securing or assempting to collect or secure the Debt, or any part thereof, or in defending or attempting to defend the priority of this Mortgage against any lien or encumbrance on the Real Batus, unless this Mortgage is herein expressly made subject to any such hen or encumbrance, and/or all costs incurred in the foreclosure of this Mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent periadiction. The full attached of such costs incurred by the Mortgagee shall be a part of the Debt and shall be secured by this Mortgage. The purchaser at any such sales shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, the Mortgagee, or the owner of the Debt and Mortgage, or auchonicer, shall execute to the purchaser for and in the name of the Mortgagor a deed to the Real Estate.

Mortgagor waives all rights of homestead exemption in the Real Estate and relinquishes all rights of curresy and dower in the Real Estate

Plural or singular words used herein to designee the undersigned shall be construed to refer to the maker or makers of this Mortgage, whether one or story natural persons. All covenants and agreements by the undersigned shall bind the bairs, personal representatives, successors and assigns of the undersigned, and every option, right and privilege havels reserved or sections to the Mortgages, shall leave to the benefit of the Mortgages's successors and seeigns.

Morgagor agrees that all of the provisions printed above are agreed to and accepted by Mortgagor and constitute valid and enforceable provisions of this Mortgagor. IN WITNESS WHÉREOF, the undersigned Mortgagor has executed this instrument on FEBRUARY 18, 2000.

THOMAS MARTIN SPRINGFIEL

AREN LORRAINE SPRINGFIELD

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Noury Public, in and for said County in said State, hereby certify that THOMAS MARTIN SPRINGFIELD AND WIFE, KAREN LORRAINE SPRINGFIELD whose name(s) is (are) signed to the foregoing conveyance, and who is (are) known to me, acknowledged before one on this day that, being informed of the contents of said conveyance, (s)he (they) executed the same voluntarily on the date the same bears date. Given under my hand and official seal on PEBRUARY 18, 2000

My commission expires:

THE COMMERCIAL STATE OF ALABAMA AT LARGE DOT COMMERCIAL STATE OF ALABAMA AT LARGE

THIS INSTRUMENT PREPARED BY: SUNNY HENDERSON - TREMMIER LAW FIRM, 22 Inversess Center Parkway, Some 210, Barmangham, Al. 35242

NOTE TO CLERK OF COURT: Mortgages certifies that if at any point this mortgages is assigned to a non-tax exempt holder that such Holder will comply with Alabama Code 40-22-2(5)(1975).

Notary Public

Inst # 2000-05715

02/24/2000-05715 09:18 AM CERTIFIED SHELLY COMITY JOSE OF MICHAIL

002 HMS 12.00