RECORDATION REQUESTED BY:

MERCHANTS & FARMERS BANK OF GREENE COUNTY 251 PRAIRIE AVENUE P O DRAWER 568. ELITAW, AL 35462

WHEN RECORDED MAIL TO:

MERCHANTS & FARMERS BANK OF GREENE COUNTY
231 PRAIRIE AVENUE
P.O DRAWER 568
ELITAW, AL 35462

Inst & 2000-08242

D3/15/2000-08242 10:23 AM CERTIFIED SELW COUNTY JUNE OF PRODUCT 000 CJ1 512.66

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MORTGAGE
THIS IS A FUTURE ABVANCE MORTGAGE

THIS MORTGAGE IS DATED MARCH 6, 2006, between DAVID M. PIGG and SHIRLEY F. PIGG, HUSBAND AND WIFE, whose address is RT 3 BOX 234, EUTAW, AL 35462 (referred to below as "Grantor"); and MERCHANTS & FARMERS BANK OF GREENE COUNTY, whose address is 251 PRAIRIE AVENUE, P O DRAWER 568, EUTAW, AL 35462 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's nght, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all essements, rights of way, and appurtenances; all water, water rights, watercourses and disch rights (including stock in utilities with drich or arrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all ritinerals, oil gaş, geothermai and sirtilar matters, located in GREENE & SHELBY County, State of Alabama (the "Real Property"):

SEE EXHIBIT "A" WHICH INCLUDES PROPERTY IN GREENE AND SHELBY COUNTIES ATTACHED HERETO, INCORPORATED HEREIN, AND MADE A PART HEREOF AS THOUGH FULLY SET FORTH HEREIN.

Grantor presently assigns to Lender all of Granton's right, title, and interest in and to all leases of the Property and all Rents from the Property addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Grantor. "The word "Grantor" means DAVID M. PIGG and SHIRLEY F. PIGG. The Grantor is the mortgagor under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property

Indebtedness. The word "Indebtedness" inserts all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor, or any one or more of them, whether now existing or hereafter artsing, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unfiquidated and whether Grantor may be liable individually or jointly with others whether obligated as guarantor or otherwise, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise unenforceable. This Mortgage secures, in addition to the amounts specified in the Note, future advances in an unlimited amount, together with all interest thereon, which future advances Lender is obligated to make so long as Grantor complies with all the terms and conditions of the Note or other loan agreement.

Lender. The word "Lender" means MERCHANYS & FARMERS BANK OF GREENE COUNTY, its successors and assigns. The Lender is the mortgages under this Mortgage.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Note. The word "Note" means the promissory note or credit agreement dated March 6, 2000, in the original principal amount of \$324,311.90 from Grantor to Lender, together with all renewalls of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promisecry note or agreement. The maturity date of this Mortgage is February 15, 2020. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, focuses, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; logether with all accessions, parts, and additions to, all replacements of and all substitutions for, any of such property; and logether with all proceeds (including without limitation all insurance proceeds and refunds of premiume) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Pleisted Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, excurity agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (I) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed: by the following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintanance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9801, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C.

Section 6901, at eac,, or other applicable state or Federal laws, fules, or regulations adopted pursuant to any of the foregoing. The terms "hezerdoue weste" and "hezerdoue substance" shall plan include, will but firstation, petroleum and petroleum by-products or any fraction thereof and astrastos. Grantor represents and warrants to funder that: (a) During the period of Grantor's ownership of the Property, there has been no use, garantion, manufacture, storage, treatment, disposal, release or firestaned release of any hazardous waste or substance by any serson on. under, about of from the Property: (b) ( Inter hee no knowledge of, or reason to believe that there has been, except as previously declosed to and adipositedged by Lender in writing, (f) any use, generation, manufacture, storage, treatment, disposal, retinese, or investioned release of any in making or substance on, under, about or from the Property by any prior owners or occupants of the Property or (II) any actual or additional or making of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by ANT TO MANUAL OF MANUAL OFFICE OF MANUAL CONTRACTOR, AGENT OF OTHER AUTHORIZED USER OF the Property shall use, generate, manufacture. ton the Property and (ii) any such activity shall be understance on under about or from the Property and (ii) any such activity shall be understance with all applicable tedaral, state, and local laws, regulations and ordinances, including without limitation those laws.

The property to make such inspections and the appears to enter upon the Property to make such inspections and the property to make such inspections. Lander may distin appropriate to determine compliance of the Property with this section of the Mortgage. Any Any control of the Mortgage Any and the for Lander's purposes only and shall not be construed to create any responsibility or liability on the part of tability is Branky or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in Traperty for hexardous waste and hexardous substances. Grantor hereby (a) releases and waives any future claims against Lunder for indestruity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to Indemnify and haid herrifese Lander against any and all claims, losses, liabilities, damages, penalties, and expenses which Lander may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture. storage, disposal, release or threatened release of a hazardous weste or substance on the properties. The provisions of this section of the Mortgage, including the obligation to indemnify, shall aurylye the payment of the indebtedness and the satisfaction and reconveyance of the here of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise

Nulsance, Watte. 'Cirantor shall not cause, conduct or permit any nulsance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender

Removal of Improvements. Grantor shall not demote or remove any improvements from the Real Property without the prior written consent of Lender, As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage...

Compliance with Governmental Requirements. Grantor shell promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law ordinance, or requisition and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lander in writing prior to doing so and so long as, in Lander's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lander, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to ebandon nor leave unettended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable, whether voluntary or involuntary; whether by outright sale, dead, installment sale contract, land contract, contract for deed, leasehold interest with; a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited hability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited hability company interests as the case may be, of Grantor. However, this option shall not be exercised by Lender If such exercise is prohibited by federal taw or by Alabama law

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Mortgage

Payment. Grantor shall pay when due (and in all events prior to deliriquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith displite over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within filteen (15) days after the lien arises or, if a lien is filed, within filteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligate under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and sinal authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, of any materials are supplied to the Property, if any mechanic's tien, materialmen's lien, or other lien could be asserted on account of the work, services or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will play the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements or a replacement basis for the full insulable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgages clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a structure of that coverage will not be cercelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for feiture to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be depaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hexard area, Grantor agrees to obtain and maintain Federal Flood Insurance for the full unpaid principal belance of the loan and any pror liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lander of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within filteen (15) days of the ossuality. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner sabalactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the nepair or restoration of the Property shall be used first to pay any amount owing to Lender this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

Unexpired insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property

EXPENDITURES BY LENDER. If Grantor falls to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will beer interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either. (i) the ferm of any applicable insurance policy or. (ii) the remaining term of the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be antitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender

from any remedy that it otherwise would have had;

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage

Title. Grantor warrants that: (a) Grantos holds good and marketable title of record to the Property in fee simple free and clear of all heris and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in layor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the tawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice and Grantor will deliver uncause to be delivered, to Lender such instruments as Lender may request from time to time to participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable liberary ordinances, and regulations of governmental authorities

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in fleu of condemnation, Lander may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the regain or regionation of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses and attorneys' feet incurred by Lender in connection with the condemnation

Proceedings. If any proceeding in condemnation is filled, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will define a devise to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes: fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for air taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note, and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either. (a) pays the tax before it becomes delinquent, or. (b) contests the tax as provided above in the Taxes and Lients section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time

Security Interest. Upon request by Lander, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property racords. Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, reflead, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve. (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and. (b) the liens and security interests created by this Mortgage as first and prior tiens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-In-Fact. If Grantor tails to do any of the things reterred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness, including without limitation all future advances, including without limitation all future advances, including without limitation at advances secured by this Mortgage, when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage. Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Bents and the Personal Property. Grantor with pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage

Default on Indebtedness. Failure of Grantor to make any payment when due on the indebtedness

Lender.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance of any other payment necessary to prevent filling of or to effect discharge of any lien

Compliance Default. Failure of Grantor to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Mortgage, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including faiture of any collateral documents to create a valid and perfected security interest or tien) at any time and for any reason

Death or insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or foreferture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lander, whether existing now or later.

# MORTGAGE (Continued)

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory

insecurity. Lender in good faith deems itself insecure.

to Lander, and, in doing so, cure the Event of Default.

Right to Cure. It such a failure is curable and if Granfor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Granfor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay

UCC Remedies. With respect to all or any part of the Personal Property, Lander shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpold, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right. Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by London than Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law Lander's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disquality a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property

Nonjudicial Sale. Lender shall be authorized to take possession of the Property and, with or without taking such possession, after giving notice of the time, place and terms of sale, together with a description of the Property to be sold, by publication once a week for three (3) successive weeks in some newspaper published in the county or counties in which the Real Property to be sold is located, to sell the Property for such part or parts thereof as Lender may from time to time elect to sell) in front of the front or main door of the counthouse of the county in which the Property to be sold, or a substantial and material part thereof, is located, at public outcry, to the highest bidder for cash. If there is Real Property to be sold under this Mortgage in more than one county, publication shall be made in all counties where the Real Property to be sold is located. If no newspaper is published in any county in which any Real Property to be sold is located, the notice shall be published in a newspaper published in an adjoining county for three (3) successive weeks. The sale shall be held between the hours of 11:00 a.m. and 4.00 p.m. on the day designated for the exercise of the power of sale under this Mortgage. Lender may bid at any sale had under the terms of this Mortgage and may purchase the Property if the highest bidder therefore. Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to self all or any part of the Property together or separately, in one sale or by separate sales.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender officeness becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (s) pay a reasonable rental for the use of the Property, or (b) vaciate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity

Sale of the Property. To the extent permitted by applicable law. Grantor hereby waives any and all right to have the property marshalled by applicable law. Grantor hereby waives any and all right to have the property marshalled exercising its rights and remedies. Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Walver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage. Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' less at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law. Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the vost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extern permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by taw. Grantor agrees to pay attorneys fees to Lender in ponnection with closing, amending or modifying the loan. In addition, if this Mortgage is subject to Section 5-19-10, Costo of Alabama 1975, as amended, any attorneys' fees provided for in this Mortgage shall not exceed 15% of the unpaid debt after default and releval to an attorney who is, not a satarted employee of the Lender.

NOTICES TO CRANTOR AND OTHER PARTIES. Any notice under this Mortgage including without limitation any notice of default and any potice of raile to Grantor, shall be in writing, may be sent by telefacismile (unless otherwise required by taw), and shall be effective when actually nervering or when deposited with a nationally recognized overnight courser, or, if maited, shall be deemed effective when deposited in the United States must first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No atteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Alabama. Subject to the provisions on arbitration, this Mortgage shall be governed by and construed in accordance with the laws of the State of Alabama.

Arbitration. Lender and Grantor agree that all disputes, claims and controversies between them, whether individual, joint, or class in nature, arising from this Mortgage or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the tawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to reacind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party

(SEAL)

#### MORTGAGE (Continued)

Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Mortgage shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estopper, warver, faches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender

Multiple Parties. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage

Severability. If a dourt of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforcuable as to any person in circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of torbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Alabama as to all Indebtedriess secured by this Mortgage.

Walvers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision of any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever ochsent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT

**GRANTOR:** 

Mortgage at any one time.

This Mortgage prepared by:	Name: MERCHANTS & FARMERS BANK OF GREENE CO Address: P. O. DRAWER 568 City, State, ZiP: EUTAW, AL 35462
<b></b>	INDIVIDUAL ACKNOWLEDGMENT
STATE OF Alabama COUNTY OF Greene	) \$5
	in and for said county in said state, hereby certify that DAVID M. PIGG and SHIRLEY F. PIGG, whose It and who are known to me, acknowledged before me on this day that, being informed of the contents of starily on the day the same bears date.    Coco   Co
My commission expires 3-30	2.02
	NOTE TO PROBATE JUDGE

This Mortgage secures open-end or revolving indebtedness with residential real property or interests; therefore, under Section 40-22-2(1)b,

Code of Alabama 1975, as amended, the mortgage filing privilege tax on this Mortgage should not exceed \$.15 for each \$100 (or fraction thereof) of the credit limit of \$ 324,311.90 provided for herein, which is the maximum principal indebtedness to be secured by this

Horrower

۲.

Lender Merchants & Farmers Bank of Greene Co. 251 Prairie avenue Eutaw, Al. 35462

This Real Property Description is attached to and by this reference is made a part of each Deed of Trust of Morigage, dated March 6, 2000 and executed in connection with a loan or other financial accommodations between Merchants & Farmers Bank of Greene County and David M. Pigg & Shirley F. Pigg.

# PARCEL I:

Begin at the Southwest comer of the Southeast 1/4 of the Southwest 1/4 of Section 36, township 23 North. Range 1 East; thence run North 00 degrees 49 minutes 50 seconds East along the West line thereof for a distance of 2007.47': Thence run South 71 degrees, 37 minutes 01 seconds East for a distance of 2292.38'; thence run north 88 degrees 34 minutes 56 seconds East for a distance of 1975.24 feet to the westerly right of way of a County road (80' ROW); thence run South 17 degrees 02 minutes 42 seconds East along said right of way for a distance of 1276.57 feet to a point on the south line of said Section 36; thence run South 88 degrees 34 minutes 56 seconds West along said line for a distance of 4554.72 feet to the Point of Beginning.

Containing 142.51 acres more or less. Said parcel lying and being in Greene County, Alabama

SOT: 124/693

### PARCEL II:

From the Northeast corner of the Northwest Quarter of Southwest 1/4 of Section 14. Township 21 South. Range 3 West, run South along the East boundary line of the Northwest 1/4 of Southwest 1/4 for 385.0 feet; thence turn an angle of 92 degrees 47 minutes to the right and run Westerly 167.88 feet to the Point of Beginning; thence turn an angle of 92 degrees 47 minutes to the left and run southerly 315.0 feet; thence turn an angle of 92 degrees 47 minutes to the right and run westerly 315 feet; thence turn an angle of 87 degrees 13 minutes to the right and run 315.0 feet to the Point of Beginning. Also a 10 foot easement described as follows: Commencing at the Northwest corner of the above described lot and run Westerly direction to the East right of way line of Montevallo Siluria Highway: thence run Northerly direction along said Highway 10 feet; thence in an Easterly direction parallel with the North line of Northwest 1/4 of Southwest 1/4 of Section 14, a distance of 315 feet; thence run South 10 feet; thence run in a Westerly direction to the Point of Beginning. All being situated in Shelby County, Alabama.

There is hereby reserved an easement and right of way for the purpose of ingress and egress across the entirety of the above described parcel of land.

SOT: 668/764

## PARCEL III:

Commence at the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 14. Township 21 South, Range 3 West, Shelby County, Alabama, thence Southerly along the East line of said Quarter-Quarter 554.50 feet to a point; thence 92 degrees 47 minutes right and run Westerly 167.88 feet to a point; thence 92 degrees 47 minutes to the left and run Southerly 145.50 feet to the Point of Beginning; thence 92 degrees 47 minutes to the right and run Westerly 463.28 feet to a point on the East Right of Way line of Alabama State Highway Number 119, thence 92 degrees 47 minutes to the left and run Southerly along the said East Right of Way line of said Highway 119, 17.57 feet to a point; thence 86 degrees 40 minutes to the left and run Easterly 353.90 feet to a point, thence 1 degrees 02 minutes 15 seconds to the left and run Easterly 109.38 feet to a point; thence 92 degrees 47 minutes to the left and run Northerly 24.0 feet to the Point of Beginning.

SIV.

PARCEL IV:

por at the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 14, South, Range 3 West, Shelby County, Alabama; thence Southerly along the East Hen of said quarter-quarter 385.0 feet to the Point of Beginning; thence continue along last described course 169.50 feet to a point; thence 92 degrees 47 minutes to the right and run Westerly 167.88 feet to a point; thence 87 degrees 13 minutes to the right and run Northerly 189.50 feet to a point; thence 92 degrees 47 minutes to the right an run Easterly 167.88 feet to the Point of Beginning, containing 28,422.08 square feet (.652) acres and marked on the corners with from pins. Also; the right of ingress and egress over the following described parcel of land: Commence at the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama; thence southerly along the East line of said quarter-quarter 554.50 feet to the Southeast corner of parcel 1; thence 92 degrees 47 minutes right and run Westerly 147.86 feet to the Point of Beginning of the parcel being described: thence continue along last described course 20.02 feet to the Southwest corner of Parcel 1: thence 92 degrees 47 minutes to the left and run Southerly along the West line of parcel II 145.50 feet to a point; thence 92 degrees 47 minutes to the right and run Westerly 463.28 feet to a point on the East right of way line of Shelby County Highway No. 119; thence 92 degrees 47 minutes to the left and run Southerly along the said East right of way line of said Highway 119, 17.57 feet to a point; thence 86 degrees 40 minutes to the left and run Easterly 353.90 feet to a point; thence I degrees 02 minutes 15 seconds to the left and run Easterly along the North line of a parcel heretofore conveyed by Paul Leon Cost and wife. Lois Cost to David M. Pigg as shown by instrument recorded in Deed Book 324 at page 621, in the Probate Office of Shelby County, Alabama, 129.40 feet to a Point; thence 92 degrees, 47 minutes to the left and run Northerly 169.50 feet to the Point of Beginning and the end of said parcel. Situated in Shelby County, Alabama.

Subject to exagement and right of way of record.

SOT: 327/50

PARCEL V:

Commence at the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 14. Township 21 South, Range 3 West, Shelby County, Alabama, thence Southerly along the East line of said Quarter-Quarter 724.0 feet to the Point of Beginning; then continue along last described course 125.0 feet to a Point; thence 92 degrees 47 minutes to the right and run Westerly 277.26 feet to a Point; thence 87 degrees 13 minutes to the right and run Northerly 125.0 feet to a point; thence 92 degrees 47 minutes to the right and run Easterly 277.26 feet to the point of Beginning; containing 34,615.91 square feet, (.794 acres) and marked on the corners with iron pins. ALSO the right of ingress and egress over the following described parcel of land: Commence at the Northeast corner of the Northwest Quarter of the Southwest Quarter of section 14, Township 21 South, Range 3 West, Shelby County, Alabama, thence Southerly along the East line of said Quarter Quarter 554.50 feet to a point; thence 92 degrees 47 minutes right and run Westerly 167.88 feet to a point; thence 92 degrees 47 minutes to the left and run Southerly 145.50 feet to the Point of Beginning; thence 92 degrees 47 minutes to the right and run westerly 463.28 feet to a point on the Est right of way line of Shelby County Highway Number 119; thence 92 degrees 47 minutes to the left and run Southerly along the said EAst right of way line of said Highwayt 119, 17.57 feet to a point; thence 86 degrees 40 minutes to the left and run Easterly 353.0 feet to a point; thence I degrees 02 minutes 15 seconds to the left and run Easterly along the North line of subject property 109.38 feet to a point; thence 92 degrees 47 minutes to the left and run northerly 24.0 feet to the Point of Beginning and the end of said Parcel. Situated in Shelby County, Alabama.

SOT: 324/621

Sign

PARCEL VI

Commence at the northeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 14, Township 2 South, Range 3 West, Shelby County, Alabama; thence Southerly along the East line of said quarter-quarter 554.50 feet to the Point of Beginning of parcel II, thence continue along last described course 169.50 feet to a Point; thence 92 degrees 47 minutes to the right and run Northerly 167.88 feet to a point; thence 87 degrees 13 minutes to the right and run Northerly 169.50 feet to a point; thence 92 degrees 47 minutes to the right and run Easterly 157.88 feet to the Point of Beginning, containing 28.422.08 square feet (.652) acres and marked on the corners with iron pins.

Also: the right of ingress and egress over the following described parcel of land: Commence a the Northeast corner of the Northwest Quarter of the Southwest Quarter of Section 14, Township 21 South, Range 3 West, Shelby County, Alabama; thence Southerly along the East line of said Quarter Quarter 554.50 feet to the Southeast corner of parcel 1: thence 92 degrees 47 minutes right and run Westerly 147.86 feet to the Point of Beginning of the parcel being described; thence continue along the last described course 20.02 feet to the Southwest corner of Parcel I; thence 92 degrees 47 minutes to the left and run Southerly along the West line of parcel II 145.50 feet to a point; thence 92 degrees 47 minutes to the right and run Westerly 463.28 feet to a point on the East right of way line of Shelby County Highway No. 119; thence 92 degrees 47 minutes to the left and run Southerly along the said East right of way line of said Highway 119, 17.57 feet to a point; thence 86 degrees 40 minutes to the left and run Easterly 353.90 feet to a point; thence I degrees 02 minutes 15 seconds to the left and run Easterly along the North line of a parcel heretofore conveyed by Paul Leon Cost and wife, Lois Cost to David M. Pigg as shown by instrument recorded in Deed Book 324 at page 621 in the Probate Office of Shelby County. Alabama, 129.40 feet to a point; thence 92 degrees 57 minutes to the left and run Northerly 169.60 feet to the Point of Beginning and the end of said parcel. Situated in Shelby County, Alabama.

SOT: 327/51

This Real Property Exhibit is executed on March 6, 2000

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

planie m Py

Shirley J. Pers

Inst # 2000-08242

10=23 AM CERTIFIED
HELY CONTY JUSE & MOMITE

000 CJ1 512.60