

**RECORDATION REQUESTED BY:**

SouthTrust Bank, National Association  
Brook Highland 320  
5376 Highway 280  
Birmingham, AL 35242

**WHEN RECORDED MAIL TO:**

Recorded Documents  
SouthTrust Bank, National Association  
P.O. Box 88888  
Birmingham, AL 35208

**SEND TAX NOTICES TO:**

DAVID M. SHAW  
VICKI C. SHAW  
322 SOUTHWIND CIRCLE  
HAINESVILLE, AL 35078

Inst. # 2000-12096

04/12/2000-12096

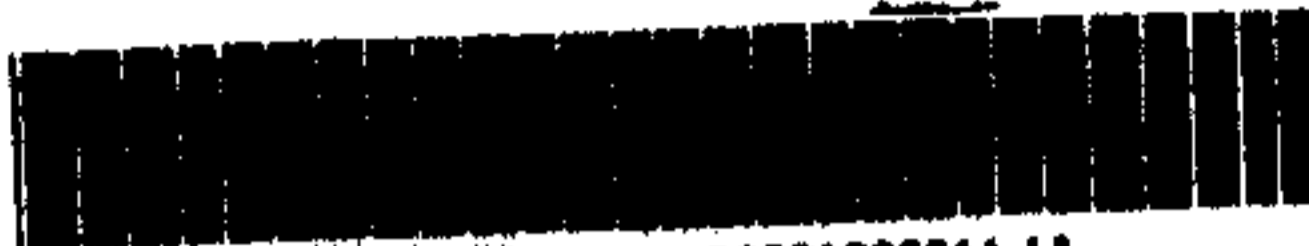
11:00 AM CERTIFIED

SELF CERTIFY DATE OF FILING

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

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**MORTGAGE**

**MAXIMUM LIEN.** The lien of this Mortgage shall not exceed at any one time \$140,000.00.

**THIS MORTGAGE** dated March 8, 2000, is made and executed between **DAVID M. SHAW and VICKI C. SHAW; HUSBAND AND WIFE** (referred to below as "Grantor") and SouthTrust Bank, National Association, whose address is Brook Highland 320, 5376 Highway 280, Birmingham, AL 35242 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right 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 easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights including stock in utilities with ditch or irrigation rights; and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in **SHELBY County, State of Alabama:**

A parcel of land situated in the Northeast Quarter of the Southwest Quarter of Section 10, Township 20 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows: Commence at the Southwest corner of said Northeast Quarter of the Southwest Quarter of said Section 10 and run in a Northerly direction along the West line thereof for a distance of 333.18 feet, according to a survey by Evander E. Peavy dated March 7, 1987, to an iron pin found; thence turn an angle to the right of 89 degrees 54 minutes 44 seconds and leaving said West line, run in an Easterly direction for a distance of 541.18 feet to an iron pin set, said point being the point of beginning; from said point of beginning, continue along the last described course for a distance of 123.79 feet to an iron pin set; thence turn an angle to the left of 119 degrees 20 minutes 29 seconds and run in a Northwesterly direction for a distance of 188.44 feet to an iron pin set; thence turn an angle to the right of 67 degrees 56 minutes 38 seconds and run in a Northeasterly direction for a distance of 98.45 feet to an iron pin set on the edge of a pond; thence turn an angle to the left of 64 degrees 56 minutes 45 seconds and run in a Northwesterly direction for a distance of 90.30 feet to a point lying in said pond; thence turn an angle to the left of 63 degrees 38 minutes 39 seconds and run in a Westerly direction for a distance of 340.00 feet to an iron pin set; thence turn an angle to the left of 131 degrees 26 minutes 49 seconds and run in a Southeasterly direction for a distance of 441.40 feet to the point of beginning of the herein described parcel of land; said parcel of land is subject to easements and restrictions of record.

Also to include a 25 foot wide easement for ingress and egress, said easement lying 12.5 feet on either side of the following described centerline: Commence at the Southwest corner of the Northeast Quarter of the Southwest Quarter of Section 10, Township 20 South, Range 1 East, Shelby County, Alabama and run in a Northerly direction along the West line thereof for a distance of 333.18 feet, according to a survey by Evander E. Peavy dated March 7, 1987, to an iron pin found; thence turn an angle to the right of 89 degrees 54 minutes 44 seconds and leaving said West line, run in an Easterly direction for a distance of 118.40 feet to the point of beginning of said centerline; from said point of beginning turn an angle to the right of 64 degrees 45 minutes 00 seconds and run in a Southeasterly direction for a distance of 30.75 feet; thence turn an angle to the right of 44 degrees 12 minutes 00 seconds and run in a Southwesterly direction for a distance of 79.75 feet; thence turn an angle to the left of 80 degrees 35 minutes 00 seconds and run in a Southeasterly direction for a distance of 86.97 feet; thence turn an angle to the left of 23 degrees 47 minutes 00 seconds and run in a Northeasterly direction for a distance of 180.97 feet; thence turn an angle to the left of 19 degrees 04 minutes 00 seconds and run in a Northeasterly direction for a distance of 342.79 feet; thence turn an angle to the left of 137.60 feet; of 77 degrees 59 minutes 00 seconds and run in a Northwesterly direction for a distance of 137.60 feet; thence turn an angle to the right of 48 degrees 10 minutes 00 seconds and run in a Northeasterly direction for a distance of 280.46 feet; thence turn an angle to the right of 22 degrees 10 minutes 00 seconds and run in a Northeasterly direction for a distance of 88.20 feet; thence turn an angle to the right of 58 degrees 15 minutes 00 seconds and run in a Southeasterly direction for a distance of 135.32 feet; thence turn an angle to the left of 32 degrees 35 minutes and run in a Northeasterly direction for a distance of 196.65 feet; thence turn an angle to the right of 22 degrees 00 minutes 00 seconds and run in a Southeasterly direction for a distance of 108.80 feet to a point on the centerline of County Road No. 51, said point being the end of the centerline of said 25 foot wide easement.

The Real Property or its address is commonly known as 192 SHALLOW CREEK ROAD, WILSONVILLE, AL 35186.

THE REAL PROPERTY DESCRIBED ABOVE DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR.

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

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without 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 in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, 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 an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Alabama law.

**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 on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee 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 stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender.

**MORTGAGE**  
(Continued)

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and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior 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 Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property.

**FULL PERFORMANCE.** If Grantor pays all the indebtedness 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 Real Property and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**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 Lender, whether existing now or later.

**Events Affecting Guaranty.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness. In the event of a death, 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 to Lender, and, in doing so, cure any Event of Default.

**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' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs 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 at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law. Grantor agrees to pay reasonable attorneys' fees to Lender in connection with closing, amending, or modifying the loan. In addition, if this Mortgage is subject to Section 5-19-10, Code of Alabama 1975, as amended, any reasonable attorneys' fees provided for in this Mortgage shall not exceed fifteen percent (15%) of the unpaid debt after default and referral to an attorney who is not Lender's salaried employee.

**ADDITIONAL PROVISIONS CONCERNING IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** If Grantor fails to pay promptly when due all taxes, payroll taxes, special taxes, assessments, water charges and sewer charges, liens and encumbrances at any time levied or placed on the Property, Lender may pay such charge (but Lender will not be obligated to pay any such charge), and Grantor will reimburse Lender the amount of those charges upon Lender's request, or, if Lender elects, Lender may add those charges to the unpaid balance of the principal sum, and such charges will bear interest at the rate provided in the Note until paid.

**ADDITIONAL PROVISION CONCERNING LENDER'S RIGHT TO ENTER.** Grantor agrees that Lender's entry upon such Real Property for these purposes will not be a trespass on the Real Property and that Lender's repossession of the Property after default will not be a trespass to, or a conversion of, the Property. If Lender should repossess the Property or any part of it or any of my personal property which is not a part of the Property when I am not in default, I agree that Lender's liability to me will be limited solely to the fair rental value of such Property while it was in Lender's possession.

**USE AND REPAIR OF COLLATERAL.** Grantor agrees not to sell, give, otherwise transfer, lease or rent the Property to any person, and not to abuse, waste, or destroy the Property. Grantor agrees not to use the Property in violation of any statute or ordinance or of any policy of insurance covering the Property.

**REMOVAL OF NON-COLLATERAL PERSONAL PROPERTY.** If Grantor is in default under this Mortgage, Grantor agrees immediately to remove from the Property all of Grantor's personal property which is not part of the Property. If Grantor fails to remove Grantor's personal property from the Property and Lender forecloses on the Property and Grantor's personal property which is contained in it or on it, Grantor will not hold Lender responsible in any way for taking Grantor's personal property, and Lender may hold Grantor's personal property until Grantor comes to claim it. Lender will not be obligated to hold such personal property for Grantor or to return it to Grantor or to compensate Grantor for it in any way unless Grantor notifies Lender of Grantor's claim that Lender has taken personal property which is not part of the Property and furnish Lender a list of the personal property taken within 48 hours after Lender takes possession of the personal property. Grantor agrees to pay any reasonable cost Lender incurs in storing Grantor's personal property after Lender takes possession of it.

**ADDITIONAL PROVISIONS CONCERNING THE SALE OF PROPERTY.** Lender will apply the balance of the proceeds of the sale or lease or other disposition of the Property as a credit against the amount Grantor owes Lender under the Note. Any amount by which the balance of the proceeds of the Property exceeds the disposition of the Property as a credit against the amount Grantor owes Lender under the Note and under any other agreement Lender has with Grantor which is secured by the Property will be paid to Grantor or to the person then entitled to receive such amount by applicable law or agreement. Grantor will be entitled to recover the Property at any time before Lender sells or leases it or otherwise disposes of it by paying Lender the full amount Grantor owes Lender under the Note and all sums then due under any other agreement Lender has with Grantor which is secured by the Property, plus all expenses (including attorneys' fees as provided in the paragraph titled "Attorneys' Fees; Expenses" of this Mortgage) Lender has incurred in repossessing and foreclosing the Property, preparing it for sale or lease, storing it, and preparing for the sale or lease.

**GOVERNING LAW.** This Mortgage will be governed by and interpreted in accordance with federal law and the laws of the State of Alabama. This Mortgage has been accepted by Lender in the State of Alabama.

**CHOICE OF VENUE.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Shelby County State of Alabama.

**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 indebtedness secured by this Mortgage.

**Definitions.** The following words shall have the following meanings when used in this Mortgage:

**BORROWER.** The word "Borrower" means DAVID M. SHAW and VICKI SHAW, and all other persons and entities signing the Note.

**EVENT OF DEFAULT.** The words "Event of Default" mean any of the Events of Default set forth in this Mortgage in the Events of Default section of this Mortgage.

**GRANTOR.** The word "Grantor" means DAVID M. SHAW and VICKI SHAW.

**GUARANTY.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**INDEBTEDNESS.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. However, the term "Indebtedness" is subject to the limitations identified in the Maximum Lien section of this Mortgage.

DAVID M. SHAW  
VICKI SHAW

**MORTGAGE**  
(Continued)

**Lender.** The word "Lender" means SouthTrust Bank, National Association, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

**NOTEBOOK.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**PERSONAL PROPERTY.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) 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 real property, interests and rights, as further described in this Mortgage

**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.**

**This Notice is required by Alabama law. In this Notice the term "you" means the Grantor named above.**

**CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTENTS OF THIS CONTRACT BEFORE YOU SIGN IT.**

GRANTOR:

X DAVID M. SHAW, Secretary (Soul)

X Vicki Shaw (Send)  
VICKI SHAW, individually

**This Mortgage prepared by:**

Name: JUSTIN FLEMING, LOAN PROCESSOR Ln#1024003913  
Address: 234 Goodwin Crest Drive  
City, State, ZIP: Birmingham, AL 35209

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA )  
 ) ss  
COUNTY OF SHELBY )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **DAVID M. SHAW; VICKI SHAW**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Mortgage, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8 day of March, 2000  
James A. Richardson  
 Notary Public

My commission expires 7-19-2003

14-00000 Louder, Dan 11A Dec 8 T48 OFF Wm 8-11 00-00 in 1987 J200 FBI Reference, Inc All Rights Reserved AL 1 CFWIN-CRA/PL-003 PC 78 3780 00 ALBUQUA

Inst # 2000-12096

04/12/2000-12096  
11:23 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
003 004 023.50