

\$ 275.40

#11424

Space Above This Line For Recording Data

This instrument was prepared by Loan Department, Central State Bank, P.O. Box 180, Calera, AL 35040

MORTGAGE

(With Future Advance Clause)

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is August 3, 2012 . The parties and their addresses are:

MORTGAGOR:

VAN E HOLCOMBE

A married man

4683 BRIDGEWATER ROAD

BIRMINGHAM, AL 35243

LENDER:

CENTRAL STATE BANK

Organized and existing under the laws of the United States of America

11025 Highway 25

Calera, AL 35040

1. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor does hereby grant, bargain, convey, sell and mortgage to Lender, with power of sale, the following described property:

1ST MORTGAGE NON-OWNER OCCUPIED RESIDENTIAL REAL ESTATE, SHELBY CO., AL
SEE ATTACHED DESCRIPTION

The property is located in Shelby County at 16820 HWY 25, COLUMBIANA, Alabama 35051.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). When the Secured Debts are paid in full and all underlying agreements have been terminated, this Security Instrument will become null and void. This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

2. SECURED DEBTS AND FUTURE ADVANCES. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated August 3, 2012, from Mortgagor to Lender, with a loan amount of \$161,600.00.

B. Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

4. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage with the power of sale the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

5. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

6. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

7. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

8. WARRANTIES AND REPRESENTATIONS. Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.

9. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender will give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

10. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

11. ASSIGNMENT OF LEASES AND RENTS. Mortgagor absolutely, unconditionally, irrevocably and immediately assigns, grants, bargains, conveys and mortgages to Lender all the right, title and interest in the following (Property).

A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).

B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (Rents).

In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the

Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Lender grants Mortgagor a revocable license to collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Mortgagor's default automatically and immediately revokes this license. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Mortgagor agrees that Lender will not be considered to be a mortgagee-in-possession by executing this Security Instrument or by collecting or receiving payments on the Secured Debts, but only may become a mortgagee-in-possession after Mortgagor's license to collect, receive, enjoy and use the Rents is revoked by Lender or automatically revoked on Mortgagor's default, and Lender takes actual possession of the Property. Consequently, until Lender takes actual possession of the Property, Lender is not obligated to perform or discharge any obligation of Mortgagor under the Leases, appear in or defend any action or proceeding relating to the Rents, the Leases or the Property, or be liable in any way for any injury or damage to any person or property sustained in or about the Property. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. This assignment is enforceable when Lender takes an affirmative action as prescribed by the law of the state where the Property is located. This Security Instrument will remain effective during any statutory redemption period until the Secured Debts are satisfied. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

12. DEFAULT. Mortgagor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. Mortgagor fails to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

C. Death or Incompetency. Mortgagor dies or is declared legally incompetent.

D. Failure to Perform. Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.

E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.

F. Other Agreements. Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.

G. Misrepresentation. Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.

H. Judgment. Mortgagor fails to satisfy or appeal any judgment against Mortgagor.

I. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.

J. Name Change. Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.

K. Property Transfer. Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.

M. Insecurity. Lender determines in good faith that a material adverse change has occurred in Mortgagor's financial condition from the conditions set forth in Mortgagor's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

13. REMEDIES. On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts, including, without limitation, the power to sell the Property. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts.

immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of an Event of Default or anytime thereafter.

If Lender initiates a judicial foreclosure, Lender will give the notices as required by applicable law. If Lender invokes the power of sale, Lender will publish the notice of sale, and arrange to sell all or part of the Property, as required by applicable law. Lender or its designee may purchase the Property at any sale. Lender will apply the proceeds of the sale in the manner required by applicable law. The sale of any part of the Property will only operate as a foreclosure of the sold Property, so any remaining Property will continue to secure any unsatisfied Secured Debts and Lender may further foreclose under the power of sale or by judicial foreclosure.

Upon any sale of the Property, Lender will make and deliver a special or limited warranty deed that conveys the property sold to the purchaser or purchasers. Under this special or limited warranty deed, Lender will covenant that Lender has not caused or allowed a lien or an encumbrance to burden the Property and that Lender will specially warrant and defend the Property's title of the purchaser or purchasers at the sale against all lawful claims and demand of all persons claiming by, through or under Lender. The recitals in any deed of conveyance will be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

14. REDEMPTION. The period of redemption after sale on foreclosure will be one year. Any agreement to extend the redemption period must be in writing.

15. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Mortgagor agrees to pay expenses for Lender to inspect and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor.

16. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.
- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.

H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.

J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.

K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.

L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

17. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

18. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include coverages not originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance. Mortgagor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

19. ESCROW FOR TAXES AND INSURANCE. As provided in a separate agreement, Mortgagor agrees to pay to Lender funds for taxes and insurance in escrow.

20. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisal rights relating to the Property.

21. APPLICABLE LAW. This Security Instrument is governed by the laws of Alabama, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

22. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms

of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

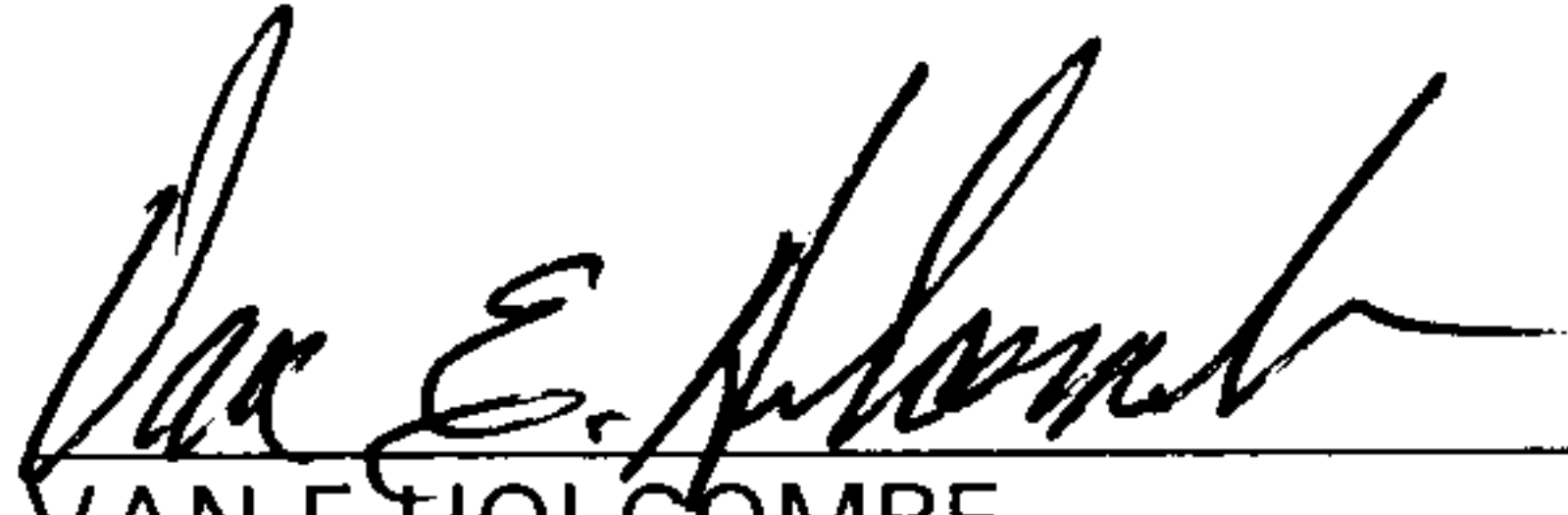
23. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

24. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

25. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing under seal, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:

 Date _____ (Seal)
VAN E HOLCOMBE
Individually


ACKNOWLEDGMENT.

(Individual)

____ STATE _____ OF _____ ALABAMA _____, _____ COUNTY _____ OF _____ SHELBY _____ ss.

I, _____ the undersigned authority _____, a notary public, hereby certify that VAN E HOLCOMBE , a married man, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this _____ 3rd _____ day of _____ August _____, _____ 2012 _____.

My commission expires: 8-17-14


(Notary Public)

Parcel 1:

A parcel of land located in the West Half of Section 5, Township 22 South, Range 1 West, Shelby County, Alabama, described as follows:

Commence at the NW corner of said Section 5; thence run East along the North Section line a distance of 686.94 feet; thence turn right 90 degrees 00 minutes 00 seconds a distance of 1921.66 feet to a point on the Southeasterly right of way of Shelby County Highway #25 and the point of beginning; thence turn left 57 degrees 10 minutes 49 seconds a distance of 246.82 feet; thence turn left 05 degrees 04 minutes 28 seconds a distance of 234.08 feet; thence turn right 67 degrees 07 minutes a distance of 510.88 feet; thence turn left 107 degrees 35 minutes 18 seconds a distance of 264.09 feet; thence turn right 66 degrees 02 minutes 30 seconds a distance of 215.98 feet; thence turn left 87 degrees 12 minutes 31 seconds a distance of 122.99 feet; thence turn left 60 degrees 53 minutes 34 seconds a distance of 100.63 feet; thence turn left 06 degrees 08 minutes 40 seconds a distance of 42.84 feet; thence turn left 14 degrees 45 minutes 53 seconds a distance of 38.46 feet; thence turn left 14 degrees 50 minutes 40 seconds a distance of 41.80 feet; thence turn left 09 degrees 25 minutes 45 seconds a distance of 40.15 feet; thence turn right 26 degrees 58 minutes 34 seconds a distance of 415.97 feet; thence turn left 78 degrees 52 minutes 29 seconds a distance of 159.98 feet; thence turn right 12 degrees 05 minutes 45 seconds a distance of 28.41 feet; thence turn right 27 degrees 19 minutes 02 seconds a distance of 218.22 feet; thence turn right 05 degrees 04 minutes 28 seconds a distance of 245.87 feet to a point on the Southeasterly right of way of said Highway; thence turn left 76 degrees 45 minutes 45 seconds along said right of way a distance of 30.82 feet to the point of beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

A parcel of land to be known as Lot 1 of the Van Holcombe Family Subdivision, in the process of being recorded in the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

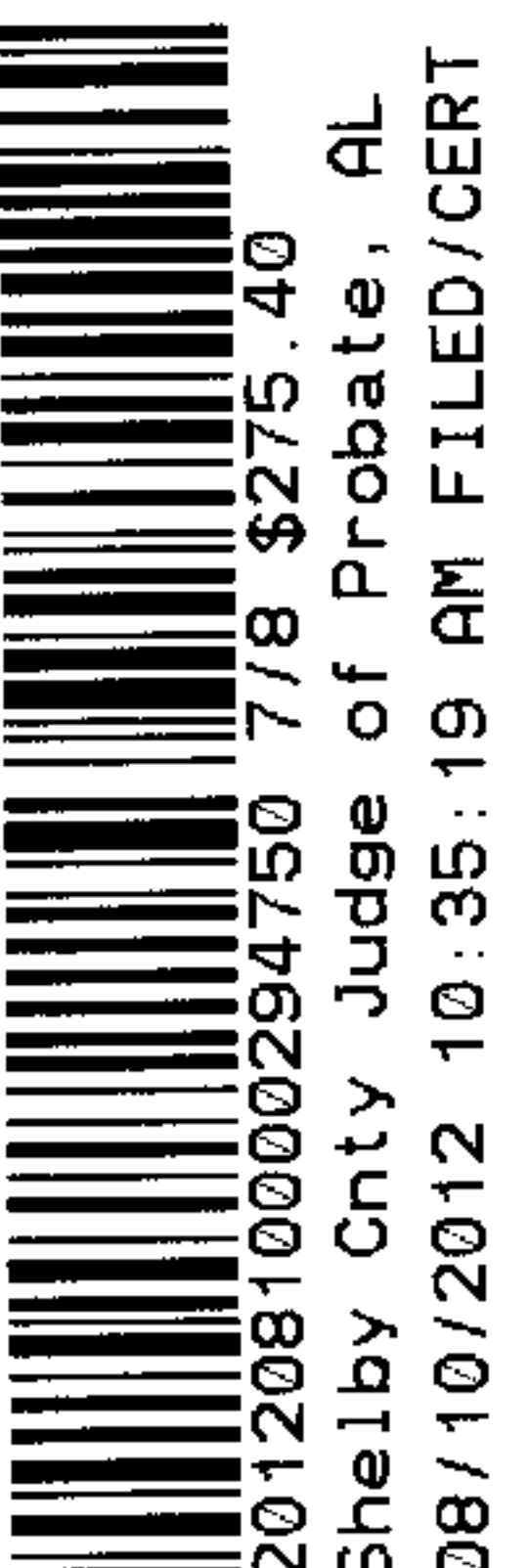
Commence at the NW corner of Section 5, Township 22 South, Range 1 West, Shelby County, Alabama; thence North 90 degrees 00 minutes 00 seconds East a distance of 686.94 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 1921.66 feet; thence South 57 degrees 10 minutes 49 seconds East a distance of 246.82 feet; thence South 62 degrees 15 minutes 17 seconds East a distance of 234.08 feet; thence North 77 degrees 24 minutes 51 seconds East a distance of 59.15 feet; thence North 86 degrees 09 minutes 56 seconds East a distance of 99.45 feet; thence South 62 degrees 54 minutes 45 seconds East a distance of 28.79 feet to the point of beginning; thence North 67 degrees 12 minutes 33 seconds East a distance of 30.00 feet; thence South 22 degrees 47 minutes 27 seconds East a distance of 369.00 feet; thence South 49 degrees 46 minutes 01 seconds East, a distance of 40.15 feet; thence South 40 degrees 20 minutes 16 seconds East a distance of 41.80 feet; thence South 25 degrees 29 minutes 36 seconds East a distance of 38.46 feet; thence South 10 degrees 43 minutes 43 seconds East a distance of 42.84 feet; thence South 04 degrees 35 minutes 03 seconds East, a distance of 100.63 feet; thence South 56 degrees 18 minutes 31 seconds West, a distance of 122.99 feet; thence North 36 degrees 28 minutes 58 seconds West, a distance of 215.98 feet; thence North 54 degrees 05 minutes 08 seconds East, a distance of 152.55 feet; thence North 22 degrees 38 minutes 03 seconds West, a distance of 399.32 feet to the point of beginning.

ALSO, LESS AND EXCEPT THE FOLOWING DESCRIBED PROPERTY, TO-WIT:

Commence at the NW corner of Section 5, Township 22 South, Range 1 West, Shelby County, Alabama; thence North 90 degrees 00 minutes 00 seconds East a distance of 686.94 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 1921.66 feet; thence South 57 degrees 10 minutes 49 seconds East a distance of 246.82 feet; thence South 62 degrees 15 minutes 17 seconds East a distance of 101.15 feet to the point of beginning; thence continue along the last described course a distance of 132.93 feet; thence South 05 degrees 03 minutes 50 seconds West a distance of 60.56 feet; thence North 79 degrees 21 minutes 18 seconds East a distance of 105.30 feet; thence North 52 degrees 41 minutes 18 seconds East, a distance of 130.33 feet; thence North 22 degrees 47 minutes 27 seconds West a distance of 25.19 feet; Thence South 78 degrees 20 minutes 04 seconds West, a distance of 159.58 feet; thence North 89 degrees 34 minutes 11 seconds West a distance of 28.41 feet; thence North 62 degrees 15 minutes 09 seconds West, a distance of 140.76 feet; thence South 00 degrees 45 minutes 18 seconds West a distance of 32.95 feet to the point of beginning.

Parcel 2:

Commence at the NW corner of Section 5, Township 22 South, Range 1 West, Shelby County, Alabama; thence North 90 degrees 00 minutes 00 seconds East a distance of 686.94 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 1921.66 feet; thence South 57 degrees 10 minutes 49 seconds East a distance of 246.82 feet; thence South 62 degrees 15 minutes 17 seconds East a distance of 101.15 feet to the point of beginning; thence continue along the last described course, a distance of 132.93 feet; thence South 05 degrees 03 minutes 50 seconds West a distance of 60.56 feet; thence North 79 degrees 21 minutes 18 seconds East a distance of 105.30 feet; thence North 52 degrees 41 minutes 18 seconds East, a distance of 130.33 feet; thence North 22 degrees 47 minutes 27 seconds West, a distance of 25.19 feet; thence South 78 degrees 20 minutes 04 seconds West a distance of 159.58 feet; thence North 89 degrees 34 minutes 11 seconds West a distance of 28.41 feet; thence North 62 degrees 15 minutes 09 seconds West a distance of 140.76 feet; thence South 00 degrees 45 minutes 18 seconds West, a distance of 32.95 feet to the point of beginning.



Subject to that portion of the following described ingress/egress, utility and drainage easement, lying on the above described property, said easement being more particularly described as follows:

Commence at the NW corner of Section 5, Township 22 South, Range 1 West, Shelby County, Alabama; thence North 90 degrees 00 minutes 00 seconds East a distance of 686.94 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 1921.66 feet to the point of beginning of said easement; thence South 57 degrees 10 minutes 49 seconds East a distance of 246.82 feet; thence South 62 degrees 15 minutes 17 seconds East a distance of 234.08 feet; thence North 77 degrees 24 minutes 51 seconds East a distance of 59.15 feet; thence North 86 degrees 09 minutes 56 seconds East a distance of 99.45 feet; thence South 62 degrees 54 minutes 45 seconds East a distance of 28.79 feet; thence north 67 degrees 12 minutes 33 seconds East a distance of 30.00 feet; thence North 22 degrees 47 minutes 27 seconds West a distance of 46.97 feet; thence South 78 degrees 20 minutes 04 seconds West a distance of 159.58 feet; thence North 89 degrees 34 minutes 11 seconds West a distance of 28.41 feet ; thence North 62 degrees 15 minutes 09 seconds West a distance of 218.22 feet; thence North 57 degrees 10 minutes 41 seconds West a distance of 245.87 feet; thence South 46 degrees 01 minutes 34 seconds West a distance of 30.85 feet to the point of beginning of said easement.

Parcel 3:

Commence at the NW corner of Section 5, Township 22 South, Range 1 West, Shelby County, Alabama; thence North 90 degrees 00 minutes 00 seconds East a distance of 686.94 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 1921.66 feet; thence South 57 degrees 10 minutes 49 seconds East a distance of 246.82 feet; thence South 62 degrees 15 minutes 17 seconds East a distance of 234.08 feet; thence North 77 degrees 24 minutes 51 seconds East a distance of 59.15 feet; thence North 86 degrees 09 minutes 56 seconds East a distance of 99.45 feet; thence South 62 degrees 54 minutes 45 seconds East a distance of 28.79 feet; thence South 22 degrees 38 minutes 03 seconds East a distance for 399.32 feet; thence South 54 degrees 05 minutes 08 seconds West a distance of 152.55 feet to the point of beginning; thence South 77 degrees 28 minutes 32 seconds a distance of 264.09 feet; thence South 05 degrees 30 minutes 49 seconds West a distance of 836.84 feet; thence North 74 degrees 40 minutes 16 seconds East a distance of 859.14 feet; thence North 36 degrees 28 minutes 58 seconds West a distance of 824.73 feet to the point of beginning.

ALSO AND INCLUDING an Ingress/Egress, Utility & Drainage Easement as recorded in Instrument #2011-24656, in the Office of the Judge of Probate of Shelby County, Alabama.

Parcel 4:

The following description is of a 0.75 acre tract which includes a portion of property lying within a surveyed parcel as shown hereon as being owned by Van Holcomb, said survey giving access to Alabama Highway 25; said 0.75 acre tract also including property between the agreed property line as described above and said previous survey, as well as a small sliver of land to an existing fence line as shown:

Commence at the Northwest corner of Section 5, Township 22 South, Range 1 West; thence proceed Easterly along the North boundary of said Section for a distance of 875.32 feet; thence turn a deflection angle of 90 degrees 00 minutes to the right and run Southerly for a distance of 1749.40 feet to an iron on the Southeast right of way line of Alabama Highway 25; thence turn a deflection angle of 43 degrees 36 minutes 50 seconds to the left and run 161.90 feet to an iron; thence turn a deflection angle of 44 degrees 22 minutes to the right and run 202.97 feet to an iron, being the point of beginning of the tract herein described; thence continue along the last described course for a distance of 124.39 feet to a point; thence turn a deflection angle of 66 degrees 16 minutes to the left and run 89.00 feet to a point; thence turn a deflection angle of 35 degrees 08 minutes to the left and run 138.89 feet to a point; thence turn a deflection angle of 26 degrees 40 minutes to the left and run 785.00 feet to an old fence post on the bank of a creek; thence turn a deflection angle of 178 degrees 36 minutes 18 seconds to the left and run 629.88 feet to an iron; thence turn a deflection angle of 24 degrees 15 minutes 05 seconds to the right and run 180.50 feet to an iron; thence turn a deflection angle of 12 degrees 05 minutes 45 seconds to the right and run 28.41 feet to an iron; thence turn a deflection angle of 27 degrees 19 minutes 02 seconds to the right and run 140.76 feet to the point of beginning. Said parcel is lying in the NW ¼ of Section 5, Township 22 South, Range 1 West.

Prepared by: Central State Bank
P.O. Box 180
Ret: Calera, AL 35040

