THIS INSTRUMENT PREPARED BY (Name)William B. Hairston, III, Engel, Hairston, Moses & Johanson (Address)109 North 20th Street-4th Floor, Birmingham, AL 35203

RECORD IN BIRMINGYAM & COLUMBIANA

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| STATE OF ALABAMA |) |
| COUNTY OF JEFFERSON |) |

REAL ESTATE MORTGAGE

| ONDS USED OFTEN IN THIS DOCUMENT (A) "Mortgage." This document, which is dated March 31, 1986 will be called the "Mortgage." Samuel C. Phelps & wife, Manda S. Phelps & Frances I. Phelps. (B) "Borrower." Samuel C. Phelps & wife, Manda S. Phelps & Frances I. Phelps. (C) "Lender." Central Bank of THE SOUTH (C) "Cander." Central Bank of THE SOUTH (C) "Note." The note signed of Borrower and sometimes simply "L" will be called "Lender." Lender is a corpora to which was to read of South 20th Street, Is it mightam, AL 352, 96. 86, will be called the "No. Notes" that I low Lender Tuently 20th Street, Is it mightam, AL 352, 96. 86, will be called the "No. Notes that I low Lender Tuently 21 housand and no. 100. (\$20, 100. 00.) "Lower with a final principal and interest for 10. years with a final principal and interest for 10. years with a final principal and interest for 10. years with a final principal and interest for 10. years with a final principal and interest for 10. years with a final principal and interest for 10. years with a final principal and interest for 10. years with a final principal and interest for 10. years with a final principal and interest for 10. years with a final principal and interest for 10. years with a final principal and interest for 10. years with a final principal and principal and interest for 10. years with a final year of the principal and years with a final year of the principal and years with a final year of the principal and years with a final year of the principal and years with a final year of the years of the property with a final year of the final year of the property with a final year of the final year of the property in the final year of the year of the final year of the year of | "Note." The Note Dollars, plus I payment due on om time to time. led the "Property." Inder the rights that o lenders who hold alt if I fail to: operly and Lender's elow; me obligated to pay aferred to as "Other |
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| will be called "borrower" and sometimes simply " will be called "borrower" and sometimes simply " will be called "bordown to " THE SUITH " which was formed and which exists under the laws of the State of Alabams or the United States. Lender's address is 701 South 20th Street, Birmingham, Al. 35296. [8] "More." The note signed by Borrower and dated "March. 31 18. 86. will be called the "No shows that I owe Lender "Levelty. Thousand, and no/100 (\$20,000.00). [9] "Anarch. 31 19. 86. [9] "Moreory than 100 paying payment spot and paying the states, which I have promised to pay in payments of principal and interest for 10 years with a final payment may be a beliance payment which may be refinanced from March. 31 19. 86. The final payment may be a beliance payment which may be refinanced from March. 31 19. 86. The final payment may be a beliance payment which may be refinanced from March. 31 19. 86. The final payment may be a beliance payment which may be refinanced from Passible and Convey the Property to Lender. This means that by signing this Mortgage, I am giving Lender and the property state of the term of his Mortgage. The Londer also has those rights that the law gives to I have in the property; I am giving Lender these states have those rights that the law gives to I have in the property; I am giving Lender these states have those rights that the law gives to I have in the property; or the property in the property; (a) Pay with interest, any amounts that Lender or spends under this Mortgage to protect the value of the Property in the property of the amounts that Lender pends under hands to me as future Advances under Paragraph 7 below the property in the property described in (A) through (| "Note." The Note Dollars, plus I payment due on om time to time. led the "Property." Inder the rights that o lenders who hold alt if I fail to: operty and Lender's etow; me obligated to pay aferred to as "Other |
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| "auctioneer") may set in Property in the Property in the Property in the highest bidder, or if purchased by Lender, for credit against the balance due from Borrower. The highest bidder, or if purchased by Lender, for credit against the balance due from Borrower. Notice of the time, place and terms of sale will be given to the public by publishing the notice with a description Notice of the time, place and terms of sale will be given to the public and the property to the buyer at Lender or auctioneer shall have the power and authority to convey all of my rights in the Property to the buyer at and use the money received to pay the following amounts: (1) all expenses of the sale, including advortising and selling costs and attorney's end auctioneer's fees; (2) any surplus, that amount remaining after paying (1) and (2), will be paid to the Borrower or as may be all amounts that I owe Lender under this Mortgage; and the Borrower or as may be if the money received from the public sale does not pay all of the expenses and amounts I owe Lender under if the money received from the public sale does not pay all of the expenses and amounts I owe Lender under the Mortgage; and the public sale does not pay all of the expenses and amounts I owe Lender under the Mortgage; and the public sale does not pay all of the expenses and amounts I owe Lender under the Mortgage; and the public sale does not pay all of the expenses and amounts I owe Lender under the Mortgage; and the public all the public all the public auction. If the Lender buy auctioneer will make the deed in the name of the Borrower. **DESCRIPTION OF THE PROPERTY** I give Lender rights in the Property described in (A) through (I) below: (A) The property which is located at I-2508 Carmel Road, Birmingham, Al.; II-Route 1, 1 and II | perty will be sold to |
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| (If the property is a condominium, the following must be completed:) This property is part of a condominium, — (called the "Condominium Project"). This property inc | n project known as |
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| of my rights in the common elements of the Condominium Project; (B) All buildings and other improvements that are located on the property described in paragraph (A) of this section. (C) All rights in other property that I have as owner of the property described in paragraph (A) of this section. | ihis section; colion These right: |

(F) All rights that I have in the land which lies in the streets or roads in front of, or next to, the property described in paragraph (A) ENGEL, HAIRSTON, MOSES AND IOHANSON, P. A. ATTORNEYS AT LAW

of this section; 99/32-2321 (8//

known as "easements, rights and appurtenances attached to the property;"

(D) All rents or royalties from the property described in paragraph (A) of this section;

(E) All mineral, oil and gas rights and profits, water rights and water slock that are part of the property described in paragraph (A)

CONTRACTOR TO THE CONTRACTOR OF THE CONTRACTOR

(G) All fixtures that are now or in the future will be on the property described in paragraphs (A) and (B) of this section, and all replacements of and additions to those fixtures, except for those fixtures, replacements or additions that under the law are "consumer goods" and that I acquire more than twenty (20) days after the date of the Note;

(H) All of the rights and property described in paragraphs (B) through (F) of this section that I acquire in the future; and (I) All replacements of or additions to the property described in paragraphs (B) through (F) and paragraph (H) of this section.

BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that except for the "exceptions" listed in the description of the Property; (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property. I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my owner-

ship of the Property against any claims of such rights.

I promise and I agree with Lender as follows:

BORROWER'S PROMISE TO PAY PRINCIPAL AND INTEREST UNDER THE NOTE AND TO FULFILL OTHER PAYMENT OBLIGATIONS

I will promptly pay to Lender when due: principal and interest under the Note; late charges and prepayment charges as stated in the Note; principal and interest on Future Advances that I may receive under Paragraph 7 below; any amounts expended by Lender under this Mortgage; and all Other Debts.

LENDER'S APPLICATION OF BORROWER'S PAYMENTS

Unless the law requires otherwise, Lender will apply each of my payments under the Note and under Paragraph 1 above in the following order and for the following purposes:

(A) First to pay interest then due under the Note; and

(B) Next, to late charges, if any; and

(C) Next, to lenders costs and expenses, if any; and

(D) Next, to pay principal then due under the Note.

3. BORROWER'S OBLIGATION TO PAY CHARGES AND ASSESSMENTS AND TO SATISFY CLAIMS AGAINST THE PROPERTY

I will pay all taxes, assessments, and any other charges and fines that may be imposed on the Property and that may be superior to this Mortgage. I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will do this by making payments, when they are due, directly to the persons entitled to them. (In this Mortgage, the word "person" means any person, organization, governmental authority, or other party.) Upon request, I will give Lender a receipt which shows that I have made these payments.

Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "lien." I will promptly pay or satisfy all liens against the Property that may be superior to this Mortgage. However, this Mortgage does not require me to satisfy a superior lien it: (A) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves the way in which I agree to pay that obligation; or (B) I, in good faith, argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior tien may not be enforced and no part of the Property must be given up.

Condominimum Assessments

If the Property includes a unit in a Condominium Project, I will promptly pay when they are due, all assessments imposed by the owners association or other organization that governs the Condominium Project. That association or organization will be called the "Owners Association."

BORROWER'S OBLIGATION TO OBTAIN AND TO KEEP HAZARD INSURANCE ON THE PROPERTY

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I will obtain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies, and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. Lender may not require me to obtain an amount of coverage that is more than the value of all buildings and other improvements on the Property.

I may choose the insurance company, but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All of the insurance policies and renewals of those policies must include what is known as a "standard mortgage clause" to protect Lender. The form of all policies and the form of all renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals.

I will pay the premiums on the insurance policies by paying the insurance company directly when the premium payments are due. If Lender requires, I will promptly give Lender all receipts of paid premiums and all renewal notices that I receive.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company is called "proceeds." The proceeds will be used to reduce the amount that I owe to Lender under the Note and this Mortgage, unless Lender and I have agreed to use the proceeds for repairs, restoration or otherwise.

The Lender has the authority to settle any claim for insurance benefits and to collect the proceeds. Lender then may use the proceeds to reduce the amount that I owe to Lender under the Note and under this Mortgage or to repair or restore the Property as Lender

may see fit. If any proceeds are used to reduce the amount of principal which. I owe to Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and this Mortgage. However, Lender and I may agree in writing to those delays or changes.

If Lender acquires the Property by purchase at foreclosure sale, all of my rights in the Insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender will belong to Lender. However, Lender's rights in those proceeds will not be greater than the amount that I owe to Lender under the Note and under this Mortgage.

(B) Agreements that Apply to Condominiums

- (i) If the Property Includes a unit in a Condominium Project, the Owners Association may maintain a hazard insurance policy which covers the entire Condominium Project. That policy will be called the "master policy." So long as the master policy remains in effect and meets the requirements stated in this Paragraph 4: (a) my obligation to obtain and to keep hazard insurance on the Property Is satisfied; and (b) if there is a conflict, concerning the use of proceeds, between (1) the terms of this Paragraph 4, and (2) the law or the terms of the declaration, by-laws, regulations or other documents creating or governing the Condominium Project, then that law or the terms of those documents will govern the use of proceeds. I will promptly give Lender notice if the master policy is interrupted or terminated. During any time that the master policy is not in effect, the terms of (a) and (b) of this subparagraph 4(B) (i) will not apply.
- (ii) If the Property includes a unit in a Condominium Project, it is possible that proceeds will be paid to me instead of being used to repair or to restore the Property. I give Lender my rights to those proceeds. All of the proceeds described in this subparagraph 4(8) (ii) will be paid to Lender and will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage. If any of those proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. The use of proceeds to reduce the amount that I owe to Lender will not be a prepayment that is subject to the prepayment charge provisions, if any, under the Note.
- BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL OBLIGATIONS IN LEASE, AND AGREEMENTS ABOUT CONDOMINIUMS
 - (A) Agreements about Maintaining the Property and Keeping Promises in Lease I will keep the Property in good repair. I will not destroy or substantially change the Property, and I will not allow the Property to deteriorate. If I do not own but am a tenant on the Property, I will fulfill my obligations under my lease.
 - (B) Agreements that Apply to Condominiums If the Property is a unit in a Condominium Project, I will fulfill any of my obligations under the declaration, by-laws, regulations and other documents that create or govern the Condominium Project. Also, I will not divide the Property into smaller parts that may be owned separately (known as "partition or subdivision"). I will not consent to certain actions unless I have first given Lender notice and obtained Lender's consent in writing. Those actions are:
 - (a) The abandonment or termination of the Condominium Project unless the abandonment or termination is required by law; (b) Any significant change to the declaration, by-laws or regulations of the Owners Association, trust agreement, articles of incorporation, or other documents that create or govern the Condominium Project, Including, for example, a change in the percentage of

ownership rights held by unit owners in the Condominium Project; and (c) A decision by the Owners Association to terminate professional management and to begin self-management of the Condominium

Project.

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6. LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY It: (A) I do not keep my promises and agreements made in this Mortgage, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, a legal proceeding in bankruptcy, in probate, for condemnation, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions under this Paragraph 6 may include, for example, obtaining insurance on the Property, appearing in court, paying reasonable attorney's fees, and entering on the Property to make repairs.

I will pay to Lender any amounts, with interest, which Lender spends under this Paragraph 6. This Mortgage will protect Lender In case I do not keep this promise to pay those amounts, with interest at the same rate stated in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and I may agree in writing to terms of payment that are different from those in this paragraph.

Although Lender may take action under this Paragraph 6, Lender does not have to do so.

7. AGREEMENTS ABOUT FUTURE ADVANCES AND REFINANCING

I may ask Lender to make one or more loans to me in addition to the loan that I promise to pay under the Note, or to refinance the amount due under the Note. Lender may, before this Mortgage is discharged, make additional loans to me or refinance the amount due under the Note.

8. LENDER'S RIGHTS IF BORROWER TRANSFERS THE PROPERTY

If I sell or transfer all or part of the Property or any rights in the Property, Lender will require immediate Payment in Full.

My obligations under this Mortgage are binding upon me, upon my heirs and my legal representatives in the event of my death, and CONTINUATION OF BORROWER'S OBLIGATIONS

Lender may allow a person who takes over my rights and obligations to delay or to change the amount of the monthly payments of principal and interest due under the Note or under this Mortgage. Even if Lender does this, however, that person and I will both still be fully obligated under the Note and under this Mortgage unless Lender specifically releases me in writing from my obligations. Lender may allow those delays or changes for a person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a person for not fulfilling obligations under the Note or under this Mortgage, even if Lender is requested to do so.

Even if Lender does not exercise or enforce any right of Lender under the Note, this Mortgage or under the law, Lender will still 10. CONTINUATION OF LENDER'S RIGHTS have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pay taxes, or pays other claims, charges or liens against the Property, Lender will still have the right to demand that I make Immediate Payment in Full of the amount that I owe to Lender under the Note and under this Mortgage.

11. LENDER'S ABILITY TO ENFORCE MORE THAN ONE OF LENDER'S RIGHTS; OBLIGATIONS OF BORROWERS; AGREEMENTS

Each of Lender's rights under this Mortgage is separate. Lender may exercise and enforce one or more of those rights, as well as

any of Lender's other rights under the law, one at a time or all at once. If more than one person signs this Mortgage as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Mortgage. Lender may enforce Lender's rights under this Mortgage against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under the Note and under this Mortgage. However, it one of us does not sign the Note, then: (A) that person is signing this Mortgage only to give that person's rights in the Property to Lender under the terms of this Mortgage; and (B) that person is not personally obligated to make pay-

The captions and titles of this Mortgage are for convenience only. They may not be used to interpret or to define the terms of this Mortgage.

| The law that applies in the place the Note. If any term of this More remain in effect if they can be swhich conflict with the law, can | ORTGAGE a that the Property is located ortgage or of the Note conflict given effect without the conflict an be separated from the rem | naining terms, and the remain | ne law of the State of Alabama will govern s of this Mortgage and of the Note will still my terms of this Mortgage and of the Note hing terms will still be enforced. |
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| the undersigned that Samuel C. Phelps 8 signed to the foregoing conveyant of the contents of this conveyant Given under my hand and o | wife Wanda S. Phelice, and whoarece,execute ce,execute coexecute coe | ps & Frances L. Pile _ known to me, acknowledge ed the same voluntarily on the March | for said County, in said State, hereby certify PS, whose name(s) are are defore me on this day that, being informed the day the same bears date. Notary Public |
| STATE OF ALABAMA |) | | |
| COUNTY OF |) | Dublic In on | d for said County, in said State, hereby certify |
| | | , a Notary Public ill all | |
| I, ———————————————————————————————————— | | , whose name as | ls signed to the foregoing conveyance, |
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| Given under my hand and | official seal this | day or | |
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| My commission expires: | | | |
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EXHIBIT "A"

PARCEL 1: (Owned by Frances L. Phelps)

Lot 3, in Block 8, according to the Survey of 1st Addition to Grayson Valley Estates, Highland Sector, as recorded in Map Book 100, Page 4, in the Probate Office of Jefferson County, Alabama.

(Subject to Mortgage given to Engel Mortgage Company, Inc. and recorded in Real Volume 1144, Page 856, Judge of Probate, Jefferson County, Alabama).

PARCEL II: (Owned by Samuel C. Phelps & Wanda S. Phelps)

Commence at the S. E. corner of Section 36, Township 20 South, Range 1 East; thence run North 1 deg. 07' 08" East (Alabama Grid North) along the East Boundary of said Section for 1317.75 feet to the S. E. corner of the NE1/4 of the SE1/4 of said Section; thence turn 90 deg. 55' 32" left and run along the South boundary of said $\frac{1}{4}$ - $\frac{1}{4}$ section for 315.10 feet to a point being on the West right-of-way line of County Highway 61; thence turn 88 deg. 15' 46" right and run 890.00 feet to a point; thence turn 88 deg. 15' 46" left and run 491.84 feet to the point of beginning of a parcel of land herein described; thence continue in the same direction for 282.96 feet to a point; thence turn 89 deg. 08' 41" left and run 208.70 feet to a point; thence turn 91 deg. 13 39" left and run 135.47 feet to a point; thence turn 53 deg. 41 40" left and run 256.63 feet to the point of beginning. Said parcel of land is lying in the NE1/4 of SE1/4 Section 36, Township 20 South, Range 1 East, and contains 1.00 acres. Situated in Shelby County, Alabama.

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There is also conveyed a perpetual road easement and right of way described as follows:

Commence at the Southeast corner of the above described parcel of land; thence run in the Southeasterly direction, perpendicular to East line of said parcel of land for 25.0 feet to the point of beginning of the centerline of a road easement; thence run in a Northeasterly direction apprallel to and 25.0 feet from said East line of above described parcel of 147.33 feet to a point; thence proceed along a curve to the right, radius 145.20 feet for an arc distance of 146.24, curve to a point; thence run along a tangent for 411.90 feet to point of interesection with the West right of way line of County Highway 61; 1 of interesection with the West right of way line of County Highway 61; 1 said easement shall be 25.0 feet either side of above-described censaid easement shall be 25.0 feet either side of above-described censaid easement shall be 25.0 feet either side of above-described censaid easement shall be 25.0 feet either side of above-described censaid easement shall be 25.0 feet either side of above-described censaid easement shall be 25.0 feet either side of above-described censaid easement shall be 25.0 feet either side of above-described censaid easement shall be 25.0 feet either side of above-described censaid easement shall be 25.0 feet either side of above-described censaid easement shall be 25.0 feet either side of above-described censaid easement shall be 25.0 feet either side of above-described censaid easement shall be 25.0 feet either side of above-described censaid easement shall be 25.0 feet either side of above-described censaid easement shall be 25.0 feet either side of above-described censaid easement shall be 25.0 feet either side of above-described censaid easement shall be 25.0 feet either side of above-described easement shall be 25.0 feet either side of above-described easement shall be 25.0 feet either side of above-described easement shall be 25.0 feet either side of above-described easement shall be 25.0 feet either side of above-described easement shall be 25.0 feet either side of above-

(Subject to Mortgage given to United Federal Savings & Loan Association, recorded in Mortgage Book 411, Page 820, Judge of Probate, Shelby County, Alabama).

NOTE: Parcel I as described herein is not the homestead of Frances L. Phelps nor her spouse, Richardson Phelps, Jr.

PROPERTY TAX ASSESSMENT PERCENTAGE

41.8 % JEFFERSON COUNTY

58.2 % SHELBY COUNTY

RECORDING FEES

Recording Fee \$

Index Fee

TOTAL

| STAX P.D. I N 1986 APR -7 PM | JEFF. Co. |
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| 1. Deed Tax \$ | |
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| 2. Mtg. Tax | 2.50 |
| 3. Recording Fee | 100 |
| 4. Indexing Fee | ======================================= |
| TOTAL | 1430 |

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