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NOTICE: THIS MORTGAGE SECURES AN OPEN-END CREDIT PLAN WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE ANNUAL PERCENTAGE RATE. INCREASES IN THE ANNUAL PERCENTAGE RATE MAY RESULT IN INCREASED MINIMUM MONTHLY PAYMENTS AND INCREASED FINANCE CHARGES. DECREASES IN THE ANNUAL PERCENTAGE RATE MAY RESULT IN LOWER MINIMUM MONTHLY PAYMENTS AND LOWER FINANCE CHARGES. THIS IS A FUTURE ADVANCE MORTGAGE AND THE PROCEEDS OF THE OPEN-END CREDIT PLAN SECURED BY THIS MORTGAGE WILL BE ADVANCED BY THE MORTGAGEE UNDER THE TERMS OF A CREDIT AGREEMENT BETWEEN THE MORTGAGEE AND THE BORROWER NAMED HEREIN. STATE OF ALABAMA 234 COUNTY Shelby ____ Adjustable-Rate Line of Credit Mortgage C. William Smith and wife, Nancy S. Smith (hereinafter called the "Mortgagor," whether one or more) and AmSouth Bank N.A., a national banking association (hereinafter called the "Mortgagee"). Recitals (hereinafter called the "Borrower," whether one or more) is (are) now or may become in the future justly indebted to the Mortgagee in the maximum principal amount of _____ Mortgagor *****Twenty-Five Thousand and no/100******* Dollars (\$ 25,000.00) (the "Credit Limit") pursuant to a certain open-end line of credit established by the Mortgagee for the Borrower under an agreement entitled, "AmSouth Personal Financial Services Line of Credit Agreement," amount at any one time outstanding not exceeding the Credit Limit. B. Rate and Payment Changes. The Credit Agreement provides for linance charges to be computed on the unpeid balance outstanding from time to time under the Credit Agreement at an adjustable annual percentage rate. The annual percentage rate may be increased or decreased based on changes in the AmSouth Prime Rate. The "AmSouth Prime Rate" is the rate of interest designated by AmSouth Bank N.A. from time to time as its "prime rate." The AmSouth Prime Rate is one of the base rates AmSouth Bank N.A. establishes from time to time for lending purposes and it is not necessarily the best or lowest rate offered by AmSouth Bank N.A. The annual percentage rate may increase if the AmSouth Prime Rate increases, and may decrease if the AmSouth Prime Rate decreases. Any increase in the annual percentage rate may result in increased finance charges and increased minimum payment amounts under the Credit Agreement. Any decrease in the annual percentage rate may result in lower finance charges and lower minimum monthly payments. C. Maturity Date. If not sooner terminated as set forth therein, the Credit Agreement will terminate twenty years from the date of the Credit Agreement, and all sums payable thereunder (including without limitation principal, interest, expenses and charges) shall become due and payable in full. D. Mortgage Tax. This mortgage secures open-end or revolving indebtedness with an interest in residential real property. Therefore, under §40-22-2(1)b, Code of Alabama 1975, as amended, the mortgage filing privilege tax shall not exceed \$.15 for each \$100, or fraction thereof, of the Credit Limit of \$ 25,000.00 principal indebtedness, to be secured by this mortgage at any one time. Although the interest rate payable on the line of credit may increase if the AmSouth Prime Rate increases, the increased finance charges that may result are payable monthly under the Credit Agreement and there is no provision for negative amortization, capitalization of unpeid finance charges or other increases in the principal amount secured hereby over and above the Credit Limit. Therefore, the principal amount secured will never exceed the Credit Limit unless an appropriate amendment hereto is duly recorded and any additional mortgage tax due on the increased principal amount paid at the time of such recording. Agreement NOW, THEREFORE, in consideration of the premises, and to secure the payment of (a) all advances heretofore or from time to time hereafter made by the Mortgagee to the Borrower under the Credit Agreement, or any extension or renewal thereof, up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit; (b) all finance charges payable from time to time on said advances, or any part thereof; (c) all other fees, charges, costs and expenses now or hereafter owing by the Borrower to the Mongagee pursuant to the Credit Agreement, or any extension or renewal thereof; (d) all other indebtedness, obligations and liabilities now or hereafter owing by the Borrower to the Mortgagee under the Credit Agreement, or any extension or renewal thereof; and (e) all advances by the Mortgagee under the terms of this mortgage (the aggregate amount of all such items described in (a) through (e) above being hereinafter collectively called "Debt") and the compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described _County, Alabama (said real estate being hereinafter called the "Real Estate"): Shelby real estate, situated in...... Lot 6, according to the Survey of Meadow Brook Estates, 8th Sector, as recorded in Map Book 8, Page 57, in the Probate Office of Shelby County, Alabama. PAGE 794

Jefferson Little Corp.

Together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate and conveyed by this mortgage.

to have and to hold the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgager covenants with the Mortgagee that the Mortgager is lawfully seized in fee simple to have and to hold the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgager covenants with the Mortgagee that the Mortgagee in the lien of current ad valorem taxes, the prior of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, except the lien of current ad valorem taxes, the prior of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, except the lien of current ad valorem taxes, the prior of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, except the lien of current ad valorem taxes, the prior of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, except the lien of current ad valorem taxes, the prior of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, except the lien of current advantage.

This mortgage secures an open-end revolving line of credit under which the Borrower may borrow and repay, and reborrow and repay, amounts from the Mortgages from time to time up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit. Advances under the Credit Agreement are obligatory. The Credit Agreement does not require that the Borrower make any minimum initial advance or maintain any minimum balance under the line of credit; therefore, at times there may be no outstanding Debt under not require that the Borrower make any minimum initial advance or maintain any minimum balance under the line of credit; therefore, at times there may be no outstanding Debt under this mortgage. However, this mortgage shall become effective immediately notwithstanding the lack of any initial advance and shall not be deemed satisfied nor shall title to the Real time by the Borrower, this mortgage shall become effective immediately notwithstanding, since in each case further borrowings can thereafter be made from time to Estate be divested from the Mortgage shall become and all such borrowings are to be included in the Debt secured hereby. This mortgage shall continue in effect until all time by the Borrower under the terms of the Credit Agreement and all such borrowings are to be included in the Debt secured hereby. This mortgage shall continue in effect until all time by the Borrower under the terms of the Credit Agreement shall have been terminated, the Mortgagee shall have no obligation to extend any further credit to the Borrower's written request therefor, provided that which this mortgage is originally recorded. The Mortgagee agrees to execute such an instrument promptly following receipt of the Borrower's written request therefor, provided that which this mortgage is originally recorded. The Mortgagee agrees to execute such an instrument promptly following receipt of the Borrower's written request therefor, provided that which this mortgage is originally recorded.

M1sc. xaunt Book 100 at page 537 in the Probate Office of Mortgages the following information: (1) the amount of indebtedness The Mortgager hereby authorizes the holder of a prior mortgage encumbering the Real Estate, if any, to disclose to the Mortgages the following information: (1) the amount of indebtedness secured by such mortgage; (2) the amount of such indebtedness that is unpaid; (3) whether any amount owed on such indebtedness is or has been in arrears; (4) whether there is or has secured by such mortgage; (2) the amount of such indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby; and (6) any other information regarding such mortgage or the indebtedness secured thereby; and (6) any other information regarding such mortgage or the indebtedness secured thereby in the indebtedne

the Mortgagee may request from time to time.

If this mortgage is subordinate to a prior mortgage, the Mortgagor expressly agrees that if default should be made in the payment of principal, interest or any other sum payable under the terms and provisions of such prior mortgage, or if any other event of default (or event which upon the giving of notice or lapse of time, or both, would constitute an event of default) should the terms and provisions of such prior mortgage, or if any other event of default, without notice to anyone, by paying whatever amounts may be due, or taking whatever other actions occur thereunder, the Mortgagee may, but shall not be obligated to, cure such default, without notice to anyone, by paying whatever amounts may be due, or taking whatever other actions may be required, under the terms of such prior mortgage so as to put the same in good standing.

For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (1) pay all taxes, assessments, and other liens taking priority over this mortgage (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may pay the same; (2) keep the Real Estate continuously insured, in such cannot with loss as may be satisfactory to the Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with manner and with such companies as may be satisfactory to the Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with manner and with such companies as may be satisfactory to the Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance standard extended coverage endorsement, with loss, if any, payable to the Mortgagee, as its interest may appear; such insurance to be in an amount at least equal to the full insurance policy and all replacements therefor, shall be delivered to and held by the Mortgagee until the Debt is paid in full and the Credit Agreement is of any, set forth above, the original insurance policy must provide that it may not be cancelled without the insurer giving at least fifteen days' prior written notice of such cancellation to the Mortgagee. Subject to the holder of the prior mortgage, if any, set forth above, the Mortgagor hereby assigns and piedges to the Mortgagee as further security for the payment of the Debt act to the rights of the holder of the prior mortgage, if any, set forth above, the Mortgagor hereby assigns and piedges to the Mortgagee as further security for the peyment of the Debt act to the rights of the holder of the prior mortgage in any declared the Mortgagor hereby assigns and piedges to the Mortgagee as further right, title and interest of the Mortgagee and without notice to any person, the Mort

All amounts spent by the Mortgages for insurance or for the payment of Liens or for the payment of any amounts under any prior mortgages shall become a debt due by the Mortgagor All amounts spent by the Mortgage for insurance or for the payment of Liens or for the payment of any amounts under any prior mortgage, and shall bear interest from date of payment and at once payable, without demand upon or notice to the Mortgagor, and shall be included in the Debt secured by the lien of this mortgage, and shall bear interest from date of payment and at once payable, without demand upon or notice to the Mortgagor, and shall be included in the Debt secured by the lien of this mortgage, and shall bear interest from date of payment and at once payable, without demand upon or notice to the Mortgagor, and shall be included in the Debt secured by the lien of this mortgage, and shall bear interest from date of payment and at once payable, without demand upon or notice to the Mortgagor, and shall bear interest from date of payment and at once payable, without demand upon or notice to the Mortgagor, and shall bear interest from date of payment and at once payable, without demand upon or notice to the Mortgagor and shall be in default and subject to immediate foreclosure in all respects as provided by some payment and at once payment and shall be in default and subject to immediate foreclosure in all respects as provided by some payment and at once payment and shall be at once payment and

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Subject to the rights of the holder of the prior mortgage, if any, set forth above, the Mortgagor hereby assigns and piedges to the Mortgages the following property, rights, claims, rents, subject to the rights of the holder of the prior mortgage, if any, set forth above, the Mortgagor hereby assigns and piedges to the Mortgages the following property, rights, claims, rents, subject to the rights of the holder of the prior mortgage, if any, set forth above, the Mortgagor hereby assigns and piedges to the Mortgages the following property, rights, claims, rents, subject to the rights of the holder of the prior mortgage, if any, set forth above, the Mortgagor hereby assigns and piedges to the Mortgages the following property, rights, claims, rents, subject to the rights of the holder of the prior mortgage, if any, set forth above, the Mortgagor hereby assigns and piedges to the Mortgagor hereby assigns and piedges as a set of the Mortgagor hereby as a set of the Mortgagor hereby as a set

prolits, issues and revenues:

1. All rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor,
1. All rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor,
1. All rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor,
2. So long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues;

2.—All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the power of eminent domain, or for any damage (whether caused 2.—All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenent thereto, including any award for change of grade of streets, and all payments made for the voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the the voluntary sale of the Real Estate, or any part thereof, and appeal from, any such judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, Mortgagee elects, or, at the Mortgagee's option the after the payment of all the Mortgagee's expenses, including court costs and attorneys' fees, on the Debt in such manner as the Mortgagee elects, or, at the Mortgagee's option the entire amount or any part thereof so received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the Real Estate.

entire amount or any pair mereor so received may be released to the seal Estate and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements. The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements and such an agree to take good care of the Real Estate and all improvements and not to commit or permit any waste thereon, and at all times to maintain such improvements are good condition as they now are, reasonable wear and tear excepted.

Notwithstanding any other provision of this mortgage or the Credit Agreement, this mortgage shall be deemed to be in default and the Debt shall become immediately due and payable, Notwithstanding any other provision of this mortgage or the Credit Agreement, this mortgage shall be deemed to be in default and the Debt shall become immediately due and payable, Notwithstanding any other provision of this mortgage or the Credit Agreement, this mortgage shall be deemed to be in default and the Debt shall become immediately due and payable, at the option of the Mortgagee, upon the sale, lease, transfer, or mortgage by the Mortgagor of all or any part of, or all or any interest in, the Real Estate, including transfer of an interest by at the option of the Mortgagee, upon the sale, lease, transfer, or mortgage by the Mortgagor of all or any part of, or all or any interest in, the Real Estate, including transfer of an interest by

contract to sell.

The Mortgagee may make or cause to be made reasonable entries upon and inspections of the Real Estate, provided that the Mortgagee shall give the Mortgager notice prior to any such inspection specifying reasonable cause therefor related to the Mortgagee's interest in the Real Estate.

Except for any notice required under applicable law to be given in another manner, any notice under this mortgage (a) may be given to the Mortgagor (if the same party as the Borrower) in the manner set forth in the Credit Agreement; (b) may be given to any other Mortgagor by delivering such notice to the Mortgagor shall designate by notice to the Mortgagee as notice by first class mail addressed to the Mortgagee and designate by notice provided herein; and (c) shall be given to the Mortgagee by first class mail to the Mortgagee's address stated herein or to such other address as the Mortgagee when given in the manner designated to the Mortgagor as provided herein. Any notice under this mortgage shall be deemed to have been given to the Borrower, the Mortgagor or the Mortgagee unit development, the Mortgagor herein.

The Mortgagor shall comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development, the by-laws and regulations of the condominium shall perform all the Mortgagor's obligations under the declaration creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium shall perform all the Mortgagor's obligations under the declaration creating or governing the condominium or planned unit development, the Mortgagor and recorded together with or planned unit development, and constituent documents, all as amended. If a condominium or planned unit development the covenants and agreements of this mortgage as if the rider were this mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of the Mortgagee's right to exercise a part hereof.

The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise.

The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise any option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, aftered or changed except by a written instrument such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, aftered or changed except by a written instrument such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, aftered or changed except by a written instrument such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, aftered or changed except by a written instrument such option.

Upon the occurrence of an event of default hereunder, the Mortgagee, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues and profits of the Real Estate, with power to lease and control the Real Estate entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues and profits of the Real Estate, with power to lease and control the Real Estate entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues and profits of the Real Estate, with power to lease and control the Real Estate entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues and profits of the Real Estate, with power to lease and control the Real Estate entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues and profits of the Real Estate, with power to lease and control the Real Estate.

Upon condition, however, that if: (a) the Debt is paid in full (which Debt includes (i) all advances heretofore or from time to time hereafter made by the Mortgagee to the Borrower under the Credit Agreement, or any extension or renewal thereof, up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit; (ii) all finance charges payable from time to time on said advances, or any part thereof, (iii) all other less, charges, costs and expenses now or hereafter owing by the Borrower to the Mortgagee pursuant to the Credit Agreement, or any extension or renewal thereof; (iv) all other indebtedness, obligations and liabilities now or hereafter owing by the Borrower to the Mortgagee under the Credit Agreement, or any extension or ranewal thereof; and (v) all advances by the Mortgagee under the terms of this mortgagee is reimbursed for any amounts the Mortgagee has paid in payment of Liens or insurance premiums or any prior mortgages, and interest thereon; (c) the Mortgagor fulfills all of the Mortgagor's obligations under this mortgage; (d) the Credit Agreement is terminated and the Bank has no obligation to extend any further credit to the Borrower thereunder; and (e) an appropriate written instrument in satisfaction of this mortgage has been executed by a duly authorized officer of the Mortgagee and properly recorded; this conveyance shall be null and void. But if: (1) any warranty or representation made in this mortgage or the Credit Agreement is breached or proves false in any material respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage or of the Borrower under the Credit Agreement; (3) default is made in the payment to the Mortgagee of any sum paid by the Mortgagee under the authority of any provision of this mortgage; (4) the Debt, or any part thereof, or any other indebtedness, obligation or liability of the Borrower, the Mortgagor, or any of them, to the Mortgagee remains unpaid at maturity; (5) the interest of the Mortgagee in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon; (6) any statement of lien is filled against the Real Estate, or any part thereof, under the statutes of Alabama relating to the liens of mechanics and materialmen (without regard to the existence or non-existence of the debt or the lien on which such statement is based); (7) any law is passed imposing or authorizing the imposition of any specific tax upon this mortgage or the Debt or permitting or authorizing the deduction of any such tax from the principal or interest of the Debt, or by virtue of which any tax, lien or assessment upon the Real Estate shall be chargeable against the owner of this mortgage; (8) any of the stipulations contained in this mortgage is declared invalid or inoperative by any court of competent jurisdiction; (9) the Borrower, the Mortgagor, or any of them shall (a) apply for or consent to the appointment of a receiver, trustee or liquidator thereof or of the Real Estate or of all or a substantial part of such Borrower's or Mortgagor's assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fail, or admit in writing such Borrower's or Mortgagor's inability generally to pay such Borrower's or Mortgagor's debts as they come due, (d) make a general assignment for the benefit of creditors, (e) file a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law, or (f) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against any Borrower or Mortgagor in any bankruptcy, reorganization or insolvency proceedings; (10) an order for relief or other judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking liquidation or reorganization of the Borrower, the Mortgagor, or any of them, or appointing a receiver, trustee or liquidator of any Borrower or Mortgagor or of the Real Estate or of all or a substantial part of the assets of any Borrower or Mortgagor; or (11) any other default occurs under the Credit Agreement; then, upon the happening of any one or more of said events, at the option of the Mortgagee, the unpaid balance of the Debt shall at once become due and payable and this mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall

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be authorized to take possession of the Real Estate and, after giving at least twenty-one days' notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Real Estate is located, to self the Real Estate in front of the counthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows: first, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including reasonable attorney's fees; second, to the payment in full of the balance of the Debt in whatever order and amounts the Mortgagee may elect, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; third, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, Liens, any prior mortgages or other encumbrances related to the Real Estate, with interest thereon; and, fourth, the balance, if any, to be paid to the party or paying insurance premiums, Liens, any prior mortgages or other encumbrances related to the Real Estate, with interest thereon; and, fourth, the balance, if any, to be paid to the party or paying insurance premiums, Liens, any prior mortgages or other encumbrances related to the Real Estate, with interest thereon; and, fourth, the balance, if any, to be paid to the party or paying insurance premiums, Liens, any prior mortgages or other encumbrances related to the Real Estate, with interest thereon; and, fourth, the balance, if any, to be paid to the party or paying insurance premiums, Liens, any prior mortgages or other encumbrances related to the Real Estate, with interest thereon; and, fourth, the balance, if any, to be paid to the party or paying insurance premiums, Liens, any prior mortgages or other encumbrances related to the Real Estate, with interest thereon; and, fourth, the balance, if any, to be paid to the party or paying insurance premiums. and may purchase the Real Estate if the highest bidder therefor. At the foreclosure sale the Real Estate may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner the Mortgagee may elect. The Montgagor agrees to pay all costs, including reasonable attorneys' fees incurred by the Montgages in collecting or securing or attempting to collect or secure the Debt, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such lien or encumbrance; and all costs incurred in the forectosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent any such lien or encumbrance; and all costs incurred in the forectosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the Debt and shall be secured by this mortgage. The purchaser at any such sale shall be under no Obligation to see to the proper application of the purchase money. In the event of a sale hereunder, the Mortgagee, or the owner of the Debt and mortgage, or the auctioneer, shall execute to the purchaser, for and in the name of the Mortgagor, a deed to the Real Estate. Plural or singular words used herein to designate the Borrower(s) or the undersigned shall be construed to refer to the maker or makers of the Credit Agreement and this mortgage, respectively, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Mortgagee shall inure to the benefit of the Mortgagee's Successors and assigns. IN WITNESS WHEREOF, the undersigned Mortgagor has (have) executed this instrument on the date first written above. (Seal) (Seal) (Seal) (Seal) Hancy S. Smith ACKNOWLEDGEMENT FOR INDIVIDUAL(S) STATE OF ALABAMA Shelby County i, the undersigned authority, a Notary Public, in and for said county in said State, hereby certify that C. William Smith and wife, Nancy S. Smith 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 said instrument My commission expires: NOTARY MUST AFFIX SEAL **ACKNOWLEDGEMENT FOR CORPORATION** STATE OF ALABAMA County ______, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, _____ he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand and official seal, this _____ day of _____ _____, 19 _______, 19 ______ STATE OF ALA. SHELD: Notary Public INSTRUMENT WAS FILLS My commission expires: 88 JUL -6 PH 12: 17 NOTARY MUST AFFIX SEAL JUDGE OF PROBATE 1. Deed Tax \$ 2. Mtg. Tax 3. Recording Fee 7.50 This instrument prepared by: o Indexing Fee LOD (Name) Mary Williams/AmSouth Bank, N.A. TOTAL 46.00 (Address) P.O. Box 216 Birmingham, AL 35201 Attn: Revolving Credit Dept.