

Earle Farley Moody, II and wife,
Mary Louise Moody
Route 2 Box 18E
Calera, Alabama 35040
MORTGAGOR
"I" includes each mortgagor above.

This instrument was prepared by
(Name) Charles Waldrop, Vice President
(Address) Union State Bank, Birmingham, AL 35216
UNION STATE BANK
3449 Lorna Road
Birmingham, Alabama 35216
MORTGAGEE
"You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, Earle Farley Moody, II and wife, Mary Louise Moody, mortgage, grant, bargain, sell and convey to you, with power of sale, to secure the payment of the secured debt described below, on June 14, 1988, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property").
PROPERTY ADDRESS: Shelby County Hwy #301, Calera, Alabama 35040
(Street) (City) (Zip Code)

LEGAL DESCRIPTION:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

located in SHELBY County, Alabama.
TITLE: I covenant and warrant title to the property, except for

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage and all modifications, extensions and renewals thereof.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof.):

☒ UNION STATE BANK SIGNATURE LINE PROMISARY NOTE #80000011

☒ Future Advances: All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

☒ Revolving credit loan agreement dated June 14, 1988. All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.

The above obligation is due and payable on the tenth day of each month if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of: Ninety Thousand and NO/100 Dollars (\$ 90,000.00), plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

☒ Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation.
☒ A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part hereof.

RIDERS: ☐ Commercial ☐

SIGNATURES: By signing below, I agree to the terms and covenants contained in this mortgage (including those on the reverse side which are hereby incorporated onto this side of this mortgage form) and in any riders described above signed by me.
[Signature] (Seal) [Signature] (Seal)

WITNESSES: [Signature] [Signature]
ACKNOWLEDGMENT: STATE OF ALABAMA, _____, County as:

I, _____, a Notary Public in and for said county and in said state, hereby certify that

Individual [whose name(s) are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.
Corporate [whose name(s) as _____ of the _____ a corporation, _____ signed to the foregoing conveyance and who _____ known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, _____ he _____, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.
Given under my hand this the 14th day of June, 1988.
My commission expires: _____
NOTARY PUBLIC, STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: AUG. 16, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.
ALABAMA

COVENANTS

1. **Payments.** I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any scheduled payment until the secured debt is paid in full.
2. **Claims against Title.** I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
3. **Insurance.** I will keep the property insured under terms acceptable to you at my expense and for your benefit. All insurance policies shall include a standard mortgage clause in favor of you. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
4. **Property.** I will keep the property in good condition and make all repairs reasonably necessary.
5. **Expenses.** I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
6. **Default and Acceleration.** If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. This mortgage gives you the power of sale, which you may also invoke under the circumstances described in the previous sentence. If you invoke the power of sale, you will give notice of the sale by publication once a week for three successive weeks in some newspaper published in the county in which the property or any portion of it is located. This notice will give the time, place and terms of the sale, and a description of the property. After this notice is given, the property will be sold to the highest bidder at public auction at the front door of the County Courthouse of the county in which the notice of sale was published.
7. **Assignment of Rents and Profits.** I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
8. **Waiver of Homestead.** I hereby waive all right of homestead exemption in the property.
9. **Leaseholds; Condominiums; Planned Unit Developments.** I agree to 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, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
10. **Authority of Mortgagee to Perform for Mortgagor.** If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.
- Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.
- Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.
11. **Inspection.** You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
12. **Condemnation.** I assign to you 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 applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
13. **Waiver.** By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again.
14. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.
- The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.
15. **Notice.** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage, or to any other address which you have designated.
- Any notice shall be deemed to have been given to either of us when given in the manner stated above.
16. **Transfer of the Property or a Beneficial Interest in the Mortgagor.** If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
17. **Release.** When I have paid the secured debt in full and all underlying agreements have been terminated, this mortgage will become null and void and you will release this mortgage.

EXHIBIT "A"

Parcel 1
Commence at the Southwest corner of the Northeast 1/4 of the Northeast 1/4 of Section 6, Township 24 North, Range 14 East, Shelby County, Alabama, said corner being the point of beginning of the property being described; thence Northerly along the West line of said Northeast 1/4 of the Northeast 1/4, 656.96 feet to a point; thence 90 deg. 05 min. to the right and Easterly 663.05 feet to a point; thence 89 deg. 55 min. to the right and Southerly 656.96 feet to a point; thence 90 deg. 05 min. to the right and Westerly 663.05 feet to the point of beginning; being situated in Shelby County, Alabama.

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Parcel 2
Begin at the Southwest corner of the NE 1/4 of the NE 1/4 of Section 6, Township 24 North, Range 14 East, Shelby County, Alabama; thence Northerly along the West line of said 1/4 1/4 Section 656.96 feet to the point of beginning; thence 90 deg. 05 min. right, 663.05 feet to a point; thence 89 deg. 55 min. right, 656.96 feet to a point; thence 89 deg. 55 min. left, 663.02 feet to the Southeast corner of the NE 1/4 of the NE 1/4 of Section 6; thence 90 deg. 21 min. left, 1,317.04 feet to the Northeast corner of said 1/4 1/4 Section; thence 90 deg. 25 min. left, 1,322.86 feet to the Northwest corner of said 1/4 1/4; thence 89 deg. 21 min. left, 644.17 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel 3
The NE 1/4 of the NW 1/4; thence N 1/2 of the SE 1/4 of the NW 1/4 and part of the NW 1/4 of the NE 1/4 of Section 5, Township 24 North, Range 14 East, Shelby County, Alabama, being more particularly described as follows: Commence at the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of Section 5, Township 24 North, Range 14 East; thence run South along the East line of said 1/4 1/4 Section for 420 feet to the point of beginning of the property herein described; thence run West, parallel with the North boundary of said 1/4 1/4 Section for 1050 feet; thence run North, parallel with the East boundary of said 1/4 1/4 Section 420 feet to the North boundary of said 1/4 1/4 Section; thence run West along said North boundary for 270 feet; more or less, to the Northwest corner of said 1/4 1/4 Section; thence continue West along the North boundary of the Northeast 1/4 of the Northwest 1/4 for 1320 feet, more or less, to the Northwest corner of said 1/4 1/4 Section;

m 3248750

No. <u>80000011</u>	Minimum Advance \$ <u>250.00</u>	Triggering Balance \$ <u>49,569.34</u>
Date <u>June 14</u> 19 <u>88</u>	Payment Date: <u>the 10th day</u>	Billing Cycle: Ends <u>the last day</u>
Trans. Acct. # <u>80000011</u>	of every <u>month</u>	of every <u>month</u>
Line of Credit \$ <u>90,000.00</u>		

GENERALLY: When we use the term "loan account balance" in this agreement, we mean the sum of the unpaid principal of loans made under this loan, plus unpaid finance charges which have accrued, plus credit insurance premiums which are due. The term "transaction account" means the account you have with us, the account number of which is listed at the top of the form on the line labeled "Trans. Acct. #". The term "Line of Credit" means the maximum amount we will ordinarily allow the unpaid principal of your loan account balance to be at any one time.

If any term in this agreement violates any law or for some other reason is not enforceable, that term will not be a part of this agreement. The other terms in this agreement will remain effective, however. This agreement is subject to the laws of the state where we are located.

write a check for at least the minimum advance listed above using one of the special checks you have for that purpose.

If your request is for less than the minimum advance, we may, at our option, grant the request. However, granting the request does not mean we will be required to grant requests for less than the minimum advance in the future. We always have the option to deny any such request.

However, we will not ordinarily grant any request for a loan which would cause the unpaid principal of your loan account balance to be greater than the line of credit listed above. We may, at our option, grant such a request without obligating ourselves to do so in the future.

HOW FINANCE CHARGES ARE COMPUTED: Finance charges begin to accrue immediately when we make a loan to you. To figure the finance charge in a billing cycle, we apply a daily periodic rate of finance charge to the "average daily balance" of your loan account for the billing cycle. We then multiply that figure by the number of days in the billing cycle. The average daily balance is computed as follows: First, we take your loan account balance at the beginning of the day and subtract any unpaid finance charges and credit insurance premiums (if any) that are due. Next, we subtract the portion of any payments or credits received that day which apply to the repayment of your loans. (A portion of each payment you make is applied to finance charges and credit insurance premiums (if any).) Then we add any new loans made that day. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

The periodic rate of **FINANCE CHARGE** is SouthTrust Prime ^{PLUS 1%} % which is equal to an **ANNUAL PERCENTAGE RATE** of 10 %.

If, during a billing cycle, you have any outstanding principal balance at all and if the finance charge computed above is less than \$.50, you will be charged minimum **FINANCE CHARGE** of \$.50 for that billing cycle.

VARIABLE RATE: The annual percentage rate may change, and will always be 1 Point above

SouthTrust Bank Birmingham, Alabama Prime Rate

The maximum interest rate will not exceed 14%

The annual percentage rate may increase if this "base rate" increases. An increase will take effect on June 1st and December 1st. An increase will result in an increase in the finance charge and it may have the effect of increasing your periodic minimum payment. The annual percentage rate will increase semi-annually. A decrease will have the opposite effect of an increase disclosed above.

If the base rate changes more frequently than the annual percentage rate, we will always use the base rate in effect on the day we adjust the annual percentage rate to determine the new annual percentage rate. In such a case, we will ignore any changes in the base rate that occur between annual percentage rate adjustments.

The annual percentage rate will not at any time exceed the highest allowable rate for this type of agreement as determined by applicable state or federal law.

HOW YOU REPAY YOUR LOANS: On or before each payment date (see top of form) you must make a minimum payment to reduce your debt. The minimum amount is 2% of your loan account balance on the last day of the billing cycle or \$100.00, whichever is greater. If your loan account balance on payment date is less than the minimum amount, you must pay only the amount of your loan account balance.

If you fail to make a payment, we may, but are not required to, advance money to you to make the payment. All the terms of this agreement would apply to such a loan.

You can pay off all or any part of what you owe at any time. However, so long as you owe any amount you must continue to make your periodic minimum payment.

The amounts you pay will first reduce the amount owed (if any) for credit insurance, then will reduce the finance charges, and finally will reduce the amount of unpaid loans.

☐ You authorize us to automatically withdraw your payment from your transaction account on each payment date (see top of form).

SECURITY: To secure the payment of what you owe, we have the right of set-off. This means we can pay the amount you owe us out of money that we are required to pay you (such as money in your savings or checking account). However, we cannot use in this way money in your IRA or other tax-deferred retirement account. State law may further limit our right of set-off.

However, we will have no right of set-off against your loan account balance if you can obtain credit under this plan by using a debit or a credit card.

We have also secured your obligations under this plan by taking a security interest (by way of a separate security agreement, mortgage or other instrument) in the following property, described by item or type:

See exhibit "A" Attached hereto and made a part hereof

☐ If checked, collateral securing other loans you have with us shall also secure loans under this agreement.

You may buy property insurance from anyone you want who is acceptable to us, or you may provide the insurance through an existing policy. If you buy a insurance from or through us, your premium will be _____

CHANGING THE TERMS OF THIS AGREEMENT: We reserve the right to change any term in this agreement. However, no change will be effective until at least 15 days after we send written notice to you of the change. We will send the notice to your address listed above. (You should inform us of any change in your address.)

This agreement can be ended by you or us at any time, upon giving notice. However, you must still pay all you owe under this agreement even if it is ended. We also reserve the right to call due at certain times your entire loan account balance. We can only exercise this right during a 30-day period following the dates listed below. If we exercise this right, we will send you notice specifying the date on which payment is due.

Call option dates: June 14, 1993

Call option dates: June 14, 2003
Whether we exercise the above option or not, and regardless of the repayment system contracted for elsewhere, your entire loan account balance will be due on June 14, 2003.

ADDITIONAL FEES: You agree to pay the following additional fees:

The following closing costs: appraisal fee \$ 200.00 ; title search fee \$ 255.00 ; documentation fees \$ _____

official fees \$ _____; property survey \$ _____; title insurance \$ _____

(other) A late charge of the lesser of \$100.00 or 5% of the payment amount which is ten or more days late

A fee of \$_____ per year in order to participate in this plan. We will add this amount to your loan account balance on an annual basis.

ATTORNEY'S FEES: If you default on this agreement and if we are required to hire a lawyer to collect what you owe under this agreement, you agree to pay our reasonable attorney's fees not exceeding 15% of the unpaid debt after default. However, if the unpaid debt does not exceed \$300.00, you do not have to pay our reasonable attorney's fees.

NOTICE: See the reverse side for additional terms and for information about your rights in the event of a billing error.

SIGNATURES: By signing below, you agree to the terms on both sides of this agreement and you promise to pay any amounts you owe under this agreement. You also state that you received a completed copy of the agreement on today's date.

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

Signature

Signature