1466

THIS IS A FUTURE ADVANCE MORTGAGE

State of Alabama

Shelby County

MORTGAGE

'		MICI	LIGITOR		
This indenture is a	made and entered into this	17th day of	November	. 19 89	by and between
Arthur C.	Fortner, a marrie	d man, Graham	N. Webster,	a married man,	and Kenneth C. Nolen,
					4 2 6 11 1
"Mortgagor", wheth	er one or more) and Nationa	l Bank of Commerce of	Birmingham, a nat	ional banking association	n (hereinafter called "Mortgagee").
whereas,	Arthur C. Fortne	r, Graham N. W	ebster, and	Kenneth C. Nol	en
is (are) justly indebt	ed to the Mortgagee in the am	nount of Two Hund	red Eighty-E	ight Thousand	Two Hundred and
no/100	dollars	(\$ 288,200.00	) as evidenced by th	at certain promissory no h has a final maturity de	te dated November 1/, 1989
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BOOK 267 PAGE 526

Now, therefore, in consideration of the premises, and to secure the payment of the debt evidenced by said note or notes and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such extensions and renewals (the aggregate amount of such debt and interest thereon, including any extensions and renewals and the interest thereon, is 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 real estate situated in \_\_\_\_\_\_ Shelby \_\_\_\_\_\_ County, Alabama (said real estate being hereinafter called "Real Estate"):

All of the SWI of the NEI of Section 32, Township 20 South, Range 4 West, Shelby County, Alabama. EXCEPT on acre, more or less, described in Deed Book 154, Page 282, of the Probate Office of Shelby County, Alabama.

Also, all of the West 1 of the SE1 of Section 32, Township 20 South, Range 4 West, Shelby County, Alabama, lying East of the old public road and Shelby County Highway No. One.

Also, all of the SE of the SE of Section 32, Township 20 South, Range 4 West, Shelby County, Alabama.

Also, all that part of the NEt of the SEt of Section 32, Township 20 South, Range 4 West, Shelby County, Alabama, lying South and West of Farrington Branch.

Situated in Shelby County, Alabama.

"This does not constitute any part of the homestead of Arthur C. Fortner, Graham N. Webster, and Kenneth C. Nolen."

\$242,200.00 of the proceeds of this loan was applied to the purchase price of the within described property closed simultanously herewith.

N.B.O.

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 Mortgagor is lawfully seized in fee simple 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 as otherwise set forth herein, and the Mortgagor will warrant and forever defend the title to the Real Estate unto the Mortgagee, against the lawful claims of all persons.

This mortgage is subordinat	e to that certain mortgage from			
				<del></del>
to		<u>-,,,</u>		<u>_</u> , ,
dated	and recorded in	Volume	, at page	in the Probate Office
of	County, Alabama.			

The Mortgagor 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 been any default with respect to such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby which 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, illiterest or any other sum payable under the terms and provisions of such prior mortgage, the Mortgagee may, but shall not be obligated to, cure such default, without notice to anyone, by paying whatever amounts may be due under the terms of such prior mortgage so as to put the same in good standing; and any and all payments so made, together with interest thereon at the rate of 8% per annum or the highest rate then permitted by law, whichever shall be less, shall be added to the indebtedness secured by this mortgage. Any such amount paid by Mortgagee, with interest thereon, shall be immediately due and payable; and, if such amount is not paid in full immediately by Mortgagor, then, at the option of the Mortgagee, this mortgage shall be in default and subject to immediate foreclosure in all respects as provided by law and by the provisions hereof.

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 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 standard extended coverage endorsement, with loss, if any, payable to the Mortgagee, as its interest may appear; such insurance to be in an amount sufficient to cover the Debt and the indebtedness secured by any prior mortgage. The original insurance policy and all replacements therefor, shall be delivered to and held by the Mortgagee until the Debt is paid in full. The 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 at the following address: National Bank of Commerce of Birmingham, P. O. Box 10686, Birmingham, Alabama 35202, Attention: Loan Department.

Subject to the rights of the holder of the prior mortgage set forth above, if any, the Mortgagor hereby assigns and pledges to the Mortgagee as further security for the payment of the Debt each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every such policy, including but not limited to all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgagor fails to keep the Real Estate insured as specified above then, at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire Debt due and payable and this mortgage may be foreclosed as hereinafter provided; and, regardless of whether the Mortgagee declares the entire Debt due and payable and this mortgage subject to foreclosure, the Mortgagee may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss, for its own benefit, the proceeds from such insurance (less the cost of collecting same), if collected, to be credited against the Debt, or, at the election of the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgagee for insurance or for the payment of Liens shall become a debt due by the Mortgagor and at once payable, without demand upon or notice to the Mortgagor, and shall be secured by the lien of this mortgage, and shall be ar interest from date of payment by the Mortgagee until paid at the rate of 8% per annum or the highest rate then permitted by law, whichever shall be less.

Subject to the rights of the holder of the prior mortgage set forth above, if any, the Mortgagor hereby pledges and assigns to the Mortgagee as further security for the payment of the Debt the following rights, claims, rents, profits, 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, 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 taking of the Real Estate, or any part thereof, under 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 appurtenant 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 the power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgagor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, 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.

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 in as good condition as they now are, reasonable wear and tear excepted.

Notwithstanding any other provision of this mortgage or the note or notes evidencing the Debt, if the Real Estate, or any part thereof, or any interest therein, is sold, conveyed or transferred, without the Mortgagee's prior written consent, the Mortgagee may, at its option, declare the Debt immediately due and payable; and the Mortgagee may, in its sole discretion, require the payment of a higher rate of interest on the unpaid principal portion of the Debt as a condition to not exercising such option to accelerate the Debt. The Mortgager agrees that the Mortgagee may, if the Mortgagee desires, accelerate the Debt or escalate the rate of interest payable on the Debt for the purpose of (1) obtaining a higher rate of interest on the Debt or (2) protecting the security of this mortgage.

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 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, altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagee by one of its officers.

After default on the part of the Mortgagor, 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, and with such other powers as may be deemed necessary.

renewals) and reimburses the Mortgagee for any amounts the Mortgagee has paid in payment of Liens, or insurance premiums, and sums due under any prior mortgage, and interest thereon, and fulfills all of its obligations under this mortgage, this conveyance shall be null and void. But if: (1) any warranty or representation made in this mortgage 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; (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, 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 filed 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 nonexistence 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) Mortgagor, or any of them (a) shall 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 Mortgagor's assets, (b) he adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fail, or admit in writing such Mortgagor's inability generally to pay such 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 such Mortgagor in any bankruptcy, reorganization or insolvency proceedings; or (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 Mortgagor, or any of them if more than one, or appointing a receiver, trustee or liquidator of any Mortgagor or of the Real Estate or of all or a substantial part of the assets of any Mortgagor, then, upon the happening of any one or more of said events, at the option of the Mortgagee, the unpaid balance of the Debt (which includes principal and accrued interest) 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 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 sell the Real Estate in front of the courthouse 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 a reasonable attorney's fees (provided, however, that if this mortgage is subject to § 5-19-10, Code of Alabama 1975, such attorney's fees shall not exceed 15% of the unpaid Debt after default and referral to an attorney not a salaried employee of the Mortgagee and no such attorney's fees shall be collectible if the original principal amount or the original amount financed does not exceed \$300); second, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums. Liens or other encumbrances, with interest thereon; third, to the payment in full of the balance of the Debt (which includes principal and accrued interest) 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; and fourth, the balance, if any, to be paid to the party or parties appearing of record to be the owner of the Real Estate at the time of the sale, after deducting the cost of ascertaining who is such owner. The Mortgagor agrees that the Mortgagee may bid at any sale had under the terms of this mortgage 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 Mortgagor agrees to pay all costs, including reasonable attorney's fees (not exceeding 15% of the unpaid Debt after a default and referral to an

Upon condition, however, that if the Mortgagor pays the Debt (which Debt includes the indebtedness evidenced by the promissory note or notes referred to hereinbefore and any and all extensions and renewals thereof and all interest on said indebtedness and on any and all such extensions and

The Mortgagor agrees to pay all costs, including reasonable attorney's fees (not exceeding 15% of the unpaid Debt after a default and referral to an attorney not a salaried employee of the Mortgagee, if this mortgage is subject to § 5-19-10. Code of Alabama 1975, and no such attorney's fees shall be collectible if the original principal amount or original amount financed does not exceed \$300) incurred by the Mortgagee 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/or all costs incurred in the foreclosure 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 auctioneer, shall execute to the purchaser, for and in the name of the Mortgagor, a deed

Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this mortgage, 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.

OCK 267\_PAGE 528

to the Real Estate.

In witness whereof, the undersigned Mortgagor has (have) executed this instrument on the date first written above.

Arthur C. Fortner

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r,	Attention: Loan Department	RETURN TO: National Bank of Commerce of
Tana I Pari		Commerce of Birmingham, P.O. Box 10686, Birmingham, Alabama 35202

ACKNOWLEDGEMENT FOR PARTNERSHIP  State of Alabama  County  I, the undersigned suthority, a Notary Public, in and for said county in said state, hereby certify that  whose name(s) as (general) (limited)  partnership, and whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day the thoughing most of the contents of said instrument, they limited the same voluntarily for and as the act of said partnership.  day of			Birmingham, Alabama 35202
County   I., the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that	· • • • • • • • • • • • • • • • • • • •	ACKNOWLEDGEMENT FO	OR PARTNERSHIP
I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that undersigned suthority, a Notary Public, in and for said county in said state, hereby certify that undersigned suthority, and whose names a state of said partnership, and whose names a state of said partnership.  ACKNOWLEDGMENT FOR INDIVIDUAL(S)  State of Alabama  Jefferson  County  I, the undersigned authority, in and for said county in said state, hereby certify that  ACKNOWLEDGMENT FOR INDIVIDUAL(S)  State of Alabama  Jefferson  County  I, the undersigned authority, in and for said county in said state, hereby certify that are beare date.  The clay the same beare date.  Given under my hand and official seal this 12th phyth, Sulk-Weither  I STRUMENT FOR CORPORATION  County  ACKNOWLEDGMENT FOR CORPORATION  I CERTIFY 1115  I STRUMENT FOR CORPORATION  ACKNOWLEDGMENT FOR CORPORATION  I Dead Tax  State of Alabama  J. Dead Tax  J	O # A1-1		
I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that whose namede is (see) signed to the foregoing instrument, and who is (see) known to me, acknowledged before me on this day the inspiration of the contents of said instrument, before sexuted the same voluntarily for and as the act of said partnership.  ACKNOWLEDGMENT FOR INDIVIDUAL(S)  State of Alabama  Jefferson  County  ACKNOWLEDGMENT FOR INDIVIDUAL(S)  State of Alabama  Jefferson  County  I, the undersigned authority, in and for said county in said state, hereby certify that  ATTHUR C. Fortner, Graham N. Webster  and Kenneth C. Noten  whose namede is (sare) signed to the foregoing instrument, and who is (sare) known, and and official seal this Left (Saraha, S.HR.C.)  I CERTIFY 1115  B9 NOV 27 AH 9: 58  My commission expires:  I CERTIFY 1115  ACKNOWLEDGMENT FOR CORPORATION  Land Remarks and the said county in said state, hereby certify that  ACKNOWLEDGMENT FOR CORPORATION  Land Remarks and the said county in said state, hereby certify that  ACKNOWLEDGMENT FOR CORPORATION  Land Remarks and the said county in said state, hereby certify that  ACKNOWLEDGMENT FOR CORPORATION  Land Remarks and the said county in said state, hereby certify that  ACKNOWLEDGMENT FOR CORPORATION  Land Remarks and the said county in said state, hereby certify that  ACKNOWLEDGMENT FOR CORPORATION  Land Remarks and the said county in said state, hereby certify that  Land Remarks and the said county in said state, hereby certify that  Land Remarks and the said county in said state, hereby certify that  ACKNOWLEDGMENT FOR CORPORATION  Lithe undersigned suthority, in and for said county in said state, hereby certify that  ACKNOWLEDGMENT FOR CORPORATION  Land Remarks and the said county in said state, hereby certify that  ACKNOWLEDGMENT FOR CORPORATION  Land Remarks and the said county in said state, hereby certify that  ACKNOWLEDGMENT FOR CORPORATION  Land Remarks and the said of the contents of said instrument shealable, as such offer, an	Diate of Alabama	}	
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whose namete) as (general) (limited)	I, the undersigned authority, a Nota	ry Public, in and for said county in said stat	te, hereby certify that
whose namete) as (general) (limited)  a (n)  partner(s) of  (general) (limited)  partner(s), and whose namete) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day the beingshiftormed of the contents of said instrument, they (she) (they), as such partner(s), and with full author executed the same voluntarity for and as the act of and appeared and official seal this  ACKNOWLEDGMENT FOR INDIVIDUAL(S)  State of Alabama  Jefferson  County  Lithe undersigned authority, in and for said county in said state, hereby certify that  AFFIX NOTARIAL SEAL  whose nameda is tare) signed to the foregoing instrument, and who is (are) known and said instrument, they knew they are said to the foregoing instrument, and who is (are) known and said instrument, (he/kehe/khey) executed the same voluntarity fills  State of Alabama  Lithe undersigned authority, in and for said county in said state, hereby certify that  AFFIX NOTARIAL SEAL  ACKNOWLEDGMENT FOR CORPORATION  LICENTIFY [11]  ACKNOWLEDGMENT FOR CORPORATION  ACKNOWLEDGMENT FOR CORPORATION  ACKNOWLEDGMENT FOR CORPORATION  Lithe undersigned authority, in and for said county in said state, hereby certify that  ACKNOWLEDGMENT FOR CORPORATION  Lithe undersigned authority, in and for said county in said state, hereby certify that  ACKNOWLEDGMENT FOR CORPORATION  Lithe undersigned authority, in and for said county in said state, hereby certify that  ACKNOWLEDGMENT FOR CORPORATION  Lithe undersigned authority, in and for said county in said state, hereby certify that  ACKNOWLEDGMENT FOR CORPORATION  Lithe undersigned authority, in and for said county in said state, hereby certify that  ACKNOWLEDGMENT FOR CORPORATION  Lithe undersigned authority, in and for said county in said state, hereby certify that  ACKNOWLEDGMENT FOR CORPORATION  Lithe undersigned authority, in and for said county in said state, hereby certify that  ACKNOWLEDGMENT FOR CORPORATION  Lithe undersigned authority, in and for said county in said state, hereby cert	· · · · · · · · · · · · · · · · · · ·	·	······································
partnership, and 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, the (she) (they), as such partner(s), and with full author executed the same volonterity for and as the act of said partnership.  ACKNOWLEDGMENT FOR INDIVIDUAL(S)  State of Alabama  Jefferson County  I, the undersigned authority, in and for said county in said state, hereby certify that Arthur C. Fortner, Graham N. Webster and Kenneth C, Nolen  whose name(s) is (are) signed to the foregoing instrument, and who is (are) known bears date.  Whose name(s) is (are) signed to the foregoing instrument, and who is (are) known bears date.  TERMENT NOTARIAL SEAL  ACKNOWLEDGMENT FOR CORPORATION  1. CERTIFY 11115  ACKNOWLEDGMENT FOR CORPORATION  1. CERTIFY 11115  ACKNOWLEDGMENT FOR CORPORATION  1. Dend Tax - S			7 7 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
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State of Alabama  Jefferson  County  I, the undersigned authority, in and for said county in said state, hereby certify that Arthur C. Fortner, Graham N. Webster and Kenneth C, Notary Public whose names is in this day that, being informed of the contents of said unstrument, (hekshekther) executed the same voluntarily from the day the same bears date.  Given under my hand and official seal this 17 to 17 to 18 to 19 to			
ACKNOWLEDGMENT FOR INDIVIDUAL(S)  State of Alabama  Jefferson  County  Lithe undersigned authority, in and for said county in said state, hereby certify that  Arthur C. Fortner, Graham N. Webster  and Kenneth C. Nolen  Whose name(s) is (are) signed to the foregoing instrument, and who is (are) know  me, scknowledged before me on this day that, being informed of the contents of said instrument, (helshekthey) executed the same voluntarily  the day the same bears date.  Given under my hand and official seal this  I CERTIFY THIS  ISTRUMENT WAS FILL!  89 NOV 27 AM 9: 58  My commission expires:  ACKNOWLEDGMENT FOR CORPORATION  State of Alabama  2. Provident Trace  ACKNOWLEDGMENT FOR CORPORATION  State of Alabama  2. Provident Trace  ACKNOWLEDGMENT FOR CORPORATION  State of Alabama  2. Provident Trace  ACKNOWLEDGMENT FOR CORPORATION  State of Alabama  2. Provident Trace  ACKNOWLEDGMENT FOR CORPORATION  State of Alabama  2. Provident Trace  ACKNOWLEDGMENT FOR CORPORATION  State of Alabama  2. Provident Trace  ACKNOWLEDGMENT FOR CORPORATION  State of Alabama  2. Provident Trace  ACKNOWLEDGMENT FOR CORPORATION  State of Alabama  2. Provident Trace  ACKNOWLEDGMENT FOR CORPORATION  State of Alabama  2. Provident Trace  ACKNOWLEDGMENT FOR CORPORATION  State of Alabama  2. Provident Trace  ACKNOWLEDGMENT FOR CORPORATION  State of Alabama  2. Provident Trace  ACKNOWLEDGMENT FOR CORPORATION  State of Alabama  2. Provident Trace  ACKNOWLEDGMENT FOR CORPORATION  ACKNOWLEDGMENT FOR CORPORATION  State of Alabama  2. Provident Trace  ACKNOWLEDGMENT FOR CORPORATION  ACKNOWLEDGMENT FOR CORPORAT	executed the same voluntarily for and a	as the act of said partnership.	partite (a), and with ran addition
ACKNOWLEDGMENT FOR INDIVIDUAL(S)  State of Alabama  Jefferson  County  Liths undersigned authority, in and for said county in said state, hereby certify that Arthur C. Fortner, Graham N. Webster and Kenneth C, Nolen  me, schnowledged before me on this day that, being informed of the contents of said instrument, (heldshe/kthey) executed the same voluntarily the day the same bears date.  Given under my hand and official seal this 17th Graph SHROWENDED 19 89  AFFIX NOTARIAL SEAL  County  ACKNOWLEDGMENT FOR CORPORATION  State of Alabama  County  Lithe undersigned authority, in and for said county in said state, hereby certify that 2. In part of the contents of said instrument, the day that, being informed of the contents of said instrument, the day that, being informed of the contents of said instrument the foregoing instrument, the same voluntarily that the contents of said instrument the foregoing instrument, the same voluntarily and who is known to me, schnowledged before a corporation, is signed to the foregoing instrument, the who is known to me, schnowledged before a corporation, is signed to the foregoing instrument, the who is known to me, schnowledged before and this day that, being informed of the contents of said instrument the kishel, as such office? Aid with full authority, executed the same voluntarily and who is known to me, schnowledged before and said the school and official seal this day of 19	Given under my hand and official sea	al this day of	, 19
ACKNOWLEDGMENT FOR INDIVIDUAL(S)  State of Alabama  Jefferson  County  I, the undersigned authority, in and for said county in said state, hereby certify that Arthur C. Fortner, Graham N. Webster and Kenneth C. Nolen  whose name(s) is (are) signed to the foregoing instrument, and who is (are) knownedged before me on this day that, being informed of the contents of said instrument, (hekshekthey) executed the same voluntarily made any band and official seal this 17th 68th 8 SIMCONORDET  (Given under my hand and official seal this 17th 68th 8 SIMCONORDET  AFFIX NOTARIAL SEAL  COUNTY  ACKNOWLEDGMENT FOR CORPORATION  (1. Deed Tax. SIMCONORDET)  ACKNOWLEDGMENT FOR CORPORATION  (2. SIMCONORDET)  (3. SIMCONORDET)  (4. SIMCONORDET)  (5. SIMCONORDET)  (6. SIMCONORDET)  (7. Deed Tax. SIMCONORDET)  (8. SIMCONORDET)  (8. SIMCONORDET)  (8. SIMCONORDET)  (8. SIMCONORDET)  (9. SIMCONORDET)  (9. SIMCONORDET)  (9. SIMCONORDET)  (9. SIMCONORDET)  (9. SIMCONORDET)  (10. SIMCONO	AFFIX NOTARIAL SEAL		
ACKNOWLEDGMENT FOR INDIVIDUAL(S)  State of Alabama  Jefferson  County  I, the undersigned authority, in and for said county in said state, hereby certify that Arthur C. Fortner, Graham N. Webster and Kenneth C. Nolen  whose name(a) is (are) signed to the foregoing instrument, and who is (are) knownedged before me on this day that, being informed of the contents of said instrument, (hekshek/they) executed the same voluntarily the day the same bears date.  Given under my hand and official seal this 17th Babba SIMGN/Shiber 19 89  AFFIX NOTARIAL SEAL  I CERTIFY I HIS 1 STRUMENT WAS FILL  89 NOV 27 AH 9: 58 My commission expires:  Notery Public 1 Dead Tax 1 STRUMENT WAS FILL  ACKNOWLEDGMENT FOR CORPORATION  1. Dead Tax 1 STRUMENT WAS FILL  Whose name as 2 STRUMENT WAS FILL  ACKNOWLEDGMENT FOR CORPORATION  1. Dead Tax 1 STRUMENT WAS FILL  Whose name as 2 STRUMENT WAS FILL  ACKNOWLEDGMENT FOR CORPORATION  1. Dead Tax 1 STRUMENT WAS FILL  Whose name as 2 STRUMENT WAS FILL  ACKNOWLEDGMENT FOR CORPORATION  1. Dead Tax 1 STRUMENT WAS FILL  Whose name as 3 STRUMENT WAS FILL  ACKNOWLEDGMENT FOR CORPORATION  1. Dead Tax 1 STRUMENT WAS FILL  Whose name as 3 STRUMENT WAS FILL  ACKNOWLEDGMENT FOR CORPORATION  1. Dead Tax 1 STRUMENT WAS FILL  ACKNOWLEDGMENT FOR CORPORATION  1. Dead Tax 2 STRUMENT WAS FILL  ACKNOWLEDGMENT FOR CORPORATION  1. Dead Tax 2 STRUMENT WAS FILL  ACKNOWLEDGMENT FOR CORPORATION  1. Dead Tax 2 STRUMENT WAS FILL  Whose name as 3 STRUMENT WAS FILL  ACKNOWLEDGMENT FOR CORPORATION  1. Dead Tax 2 STRUMENT WAS FILL  ACKNOWLEDGMENT FOR CORPORATION  1. Dead Tax 2 STRUMENT WAS FILL  ACKNOWLEDGMENT FOR CORPORATION  1. Dead Tax 2 STRUMENT WAS FILL  ACKNOWLEDGMENT FOR CORPORATION  1. Dead Tax 2 STRUMENT WAS FILL  ACKNOWLEDGMENT FOR CORPORATION  1. Dead Tax 2 STRUMENT WAS FILL  ACKNOWLEDGMENT FOR CORPORATION  1. Dead Tax 2 STRUMENT WAS FILL  ACKNOWLEDGMENT FOR CORPORATION  1. Dead Tax 2 STRUMENT WAS FILL  ACKNOWLEDGMENT FOR CORPORATION  1. Dead Tax 2 STRUMENT WAS FILL  ACKNOWLEDGMENT FOR CORPORATION  1. Dead Tax 2 STRUM		·	Notary Public
Jefferson County  I, the undersigned authority, in and for said county in said state, hereby certify that Arthur C. Fortner, Graham N. Webster and Kenneth C, Nolen  whose name(s) is (are) signed to the foregoing instrument, and who is (are) know the same bears date.  Given under my hand and official seal this I CERTIFY THIS ISTRUMENT WAS FILL!  BY NOTARIAL SEAL  ACKNOWLEDGMENT FOR CORPORATION  State of Alabama  County  County  Little undersigned authority, in and for said county in said state, hereby certify that Signed to the foregoing instrument, and who is (are) know and instrument, (he) shek(they) executed the same voluntarily hand and official seal this Instrument who is (are) know of the same voluntarily in this day that, being informed of the contents of said instrument (he) shek), as such officer, and with full authority, executed the same voluntary of the same voluntary of the same voluntary of said official seal this day of 19  FFIX NOTARIAL SEAL	17		My commission expires:
I, the undersigned authority, in and for said county in said state, hereby certify that Arthur C. Fortner, Graham N. Webster and Kenneth C. Nolen  whose name(s) is (are) signed to the foregoing instrument, and who is (are) know the day the same bears date.  Given under my hand and official seal this 17th plants St. Notary Public 17th	f	•	
I, the undersigned authority, in and for said county in said state, hereby certify that Arthur C. Fortner, Graham N. Webster and Kenneth C. Nolen  whose name(s) is (are) signed to the foregoing instrument, and who is (are) know the day the same bears date.  Given under my hand and official seal this 17th plants St. Notary Public 17th			
State of Alabama  Jefferson  Lithe undersigned authority, in and for said county in said state, hereby certify that Arthur C. Fortner, Graham N. Webster and Kenneth C, Nolen  whose name(s) is (are) signed to the foregoing instrument, and who is (are) know me, acknowledged before me on this day that, being informed of the contents of said instrument, (hekshekthey) executed the same voluntarily the day the same bears date.  Given under my hand and official seal this International STRUMENT WAS FILL!  BY NOTARIAL SEAL  ACKNOWLEDGMENT FOR CORPORATION  Late of Alabama  County  Late of Alabama  County  Late of Alabama	,	ACKNOWLEDGMENT FO	R INDIVIDUAL(S)
I, the undersigned authority, in and for said county in said state, hereby certify that Arthur C. Fortner, Graham N. Webste and Kenneth C. Nolen  whose name(s) is (are) signed to the foregoing instrument, and who is (are) know me, acknowledged before me on this day that, being informed of the contents of said instrument, (hekshek(they) executed the same voluntarily the day the same bears date.  Given under my hand and official seal this 17th Blands SHRCRVefiber 19 89  AFFIX NOTARIAL SEAL 1 CERTIFY THIS STRUMENT WAS FILL!  ROUND 27 AH 9: 58 My commission expires:  ACKNOWLEDGMENT FOR CORPORATION  1. Dood Tax 5 10.6  3. For 5 20.6  4. For 5 3 10.6  5. For 5 3 10.6  This day that, being informed of the contents of said instrument (hekshe), as such office!, and who is known to me, acknowledged before the aday that, being informed of the contents of said instrument (hekshe), as such office!, and with full authority, executed the same voluntarily of the undersigned authority and and official seal this day of 19  FFIX NOTARIAL SEAL			
I, the undersigned authority, in and for said county in said state, hereby certify that Arthur C. Fortner, Graham N. Webste and Kenneth C, Nolen  whose name(s) is (are) signed to the foregoing instrument, and who is (are) knownedged before me on this day that, being informed of the contents of said instrument, (hekshek(hey) executed the same voluntarily the day the same bears date.  Given under my hand and official seal this 17th glasps SHRGWebber 19 89  AFFIX NOTARIAL SEAL 1 CERTIFY THIS STRUMENT WAS FILL.  BY NOW 27 AH 9: 58 My commission expires:  Notaty Public Notaty Public Notaty Fubbic 10 Public Notaty Fubbic Notaty Fubbic 10 Public Notaty	State of Alabama	•	
I, the undersigned authority, in and for said county in said state, hereby certify that Arthur C. Fortner, Graham N. Webste and Kenneth C, Nolen  whose name(s) is (are) signed to the foregoing instrument, and who is (are) knownedged before me on this day that, being informed of the contents of said instrument, (hekshek(hey) executed the same voluntarily the day the same bears date.  Given under my hand and official seal this 17th Glarps SHRGWebber 19 89  AFFIX NOTARIAL SEAL 1 CERTIFY THIS STRUMENT WAS FILL.  BY HOUSE OF PROBAIE  ACKNOWLEDGMENT FOR CORPORATION  ACKNOWLEDGMENT FOR CORPORATION  1. Dood Tax 5 10.6  3. Fee 5 40.6  4. Fee 5 40.6  5. Geg 5 5 10.6  4. The undersigned authority, in and for said county in said state, hereby certify that 6 10.6  To this day that, being informed of the contents of said instrument (hekshe), as such office!, and who is known to me, acknowledged before to and as the act of said corporation.  Given under my hand and official seal this day of 19  FFIX NOTARIAL SEAL	T - 66	Ţ	•
whose name(s) is (are) signed to the foregoing instrument, and who is (are) know me, acknowledged before me on this day that, being informed of the contents of said instrument, (hek/she/khey) executed the same voluntarily the day the same bears date.  Given under my hand and official seal this    17th   Giskba SilMcRichiber   19   89	County	•	
whose name(s) is (are) signed to the foregoing instrument, and who is (are) know the day the same bears date.  Given under my hand and official seal this  Light Black Sill Revenible T  I CERTIFY THIS  I CER			
whose name(s) is (are) signed to the foregoing instrument, and who is (are) know the day the same bears date.  Given under my hand and official seal this  I CERTIFY THIS I CERTIFY THIS I STRUMENT WAS FILL  ROBBATE  ACKNOWLEDGMENT FOR CORPORATION  State of Alabama  County  I, the undersigned authority, in and for said county in said state, hereby certify that whose name as  a corporation, is signed to the foregoing instrument, and who is (are) know whose name as  a corporation, is signed to the foregoing instrument, and who is (are) know whose name as  a corporation, is signed to the foregoing instrument, and who is (are) know whose name as  a corporation, is signed to the foregoing instrument, and who is (are) know who is (are) know  The said county in said state, hereby certify that whose name as  a corporation, is signed to the foregoing instrument, and who is (are) know to the same voluntary or and as the act of said corporation.  Given under my hand and official seal this  day of  19  IFFIX NOTARIAL SEAL	I, the undersigned authority, in and i	for said county in said state, hereby certify	that Arthur C. Fortner, Graham N. Webster
acknowledged before me on this day that, being informed of the contents of said instrument, (hekshek(they) executed the same voluntarily the day the same bears date.  Given under my hand and official seal this	and Kenneth C. Nolen		
acknowledged before me on this day that, being informed of the contents of said instrument, (hekshekthey) executed the same voluntarily the day the same bears date.  Given under my hand and official seal this	<u> </u>	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·
Given under my hand and official seal this 17th Glaph SHNGNember 19 89  AFFIX NOTARIAL SEAL 1 CERTIFY THIS STRUMENT WAS FILL 1 Notary Public 1 STRUMENT WAS FILL 1 Notary Public 1 STRUMENT WAS FILL 1 Notary Public 1 Notary	<u> </u>	, whose name(s) is	(are) signed to the foregoing instrument, and who is (are) known
Given under my hand and official seal this    17th   Glorida   SHRCRACE   19 89	me, acknowledged before me on this	day that, being informed of the contents	of said instrument, (he)(she)(they) executed the same voluntarily
AFFIX NOTARIAL SEAL  I CERTIFY THIS ISTRUMENT WAS FILL  ROLL Public  BY NOV 27 AM 9: 58 My commission expires:  Notary Public  Notary Public  Notary Public  Notary Public  Notary Public  ACKNOWLEDGMENT FOR CORPORATION  1. Dead Tax  2. In the undersigned authority, in and for said county in said state, hereby certify that  1. Dead Tax  3. In the undersigned authority, in and for said county in said state, hereby certify that  1. Dead Tax  3. In the undersigned authority, in and for said county in said state, hereby certify that  4. In Fee		17.1M.nv.69	
AFFIX NOTARIAL SEAL  I CERTIFY TIME  STRUMENT WAS FILL  89 NOV 27 AM 9: 58 My commission expires:  Notary Public  Notary Public  Notary Public  Notary Public  My commission expires:  1. Dead Tax  3. Francis Fee  4. Free  5. Ge9  7. Dead Tax  6. Ge9  7. Dead Tax  7. Dead Tax  8. Free  8. Loo  9. Loo  1. The undersigned authority, in and for said county in said state, hereby certify that  9. Loo  1. The undersigned authority, in and for said county in said state, hereby certify that  1. Dead Tax  9. Loo  1. Dead Tax	Given under my hand and official se	eal this 1/Th Graxby SIMONEMBET	19 89
Rep NOV 27 AH 9: 58 My commission expires:    ACKNOWLEDGMENT FOR CORPORATION	AFFIX NOTARIAL SEAL	~ ACDTILY INIO	- XMM Henteld
ACKNOWLEDGMENT FOR CORPORATION  1. Deed Tax - \$ 4323 3.   Fee - \$ 400 5.   County  1. the undersigned authority, in and for said county in said state, hereby certify that 6   10 Fee - \$ 400  1. this day that, being informed of the contents of said instrument (hexshe), as such officer, and with full authority, executed the same voluntarior and as the act of said corporation.  1. Deed Tax - \$ 4323 1. Deed Tax - \$ 400 1. Deed	·		Notary Public
ACKNOWLEDGMENT FOR CORPORATION  1. Deed Tax - \$ 4323 3.   Fee - \$ 400 5.   County  1. the undersigned authority, in and for said county in said state, hereby certify that 6   10 Fee - \$ 400  1. this day that, being informed of the contents of said instrument (hexshe), as such officer, and with full authority, executed the same voluntarior and as the act of said corporation.  1. Deed Tax - \$ 4323 1. Deed Tax - \$ 400 1. Deed	· '	82:P HA TO MOUDE	My commission expires:
Tounty  1. Dood Tax  2. 10. B  3. 10. B  4. 10. B  4. 10. B  5. 10. B  5. 10. B  6. 10. B  7. 10		83 MA S1 MI 2	
I, the undersigned authority, in and for said county in said state, hereby certify that    A	·	- 1° 6- 0	l <u>.</u>
I, the undersigned authority, in and for said county in said state, hereby certify that    A		A DOUBLATE	
County  1. Dood Tax  2. 10. B  3. 10. B  4. 10. B  4. 10. B  5. 10. B  5. 10. B  6. 10. B  7. 10		ACKNOWI FOCMENT FO	R CORPORATION
County		ACITIOW LEDGMENT FO	_ ·
County	itate of Alahama		'1. Dead Tax 📡 // 7 🛪 😓
I, the undersigned authority, in and for said county in said state, hereby certify that 6		·	2. M. T.
I, the undersigned authority, in and for said county in said state, hereby certify that  whose name as  a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before in this day that, being informed of the contents of said instrument (heXshe), as such officer, and with full authority, executed the same voluntarior and as the act of said corporation.  Given under my hand and official seal this day of, 19  FFIX NOTARIAL SEAL	County	<b>(</b>	
I, the undersigned authority, in and for said county in said state, hereby certify that		•	
whose name as		·	
a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before renthing that, being informed of the contents of said instrument (he)(she), as such officer, and with full authority, executed the same voluntaries and as the act of said corporation.  Given under my hand and official seal this day of, 19  FFIX NOTARIAL SEAL	I, the undersigned authority, in and fo	-	
n this day that, being informed of the contents of said instrument (hexshe), as such officer, and with full authority, executed the same voluntarion and as the act of said corporation.  Given under my hand and official seal this day of, 19, 19  FFIX NOTARIAL SEAL			
or and as the act of said corporation.  Given under my hand and official seal this day of	n this day that, being informed of the	contents of said instrument (he)(she), as	such officer, and with full authority, executed the same voluntarily
FFIX NOTARIAL SEAL	or and as the act of said corporation.	•	· · · · · · · · · · · · · · · · · · ·
FFIX NOTARIAL SEAL	Given under my hand and official seal	this day of	, 19
Notary Public	<u>-</u>		
i tional a tional	PRIV NOTADIAL SEAL		

This instrument prepared by:

Name: \_

Address:

William G. Sanders, Jr.

P. O. Box 10686

National Bank of Commerce