

STATE OF ALABAMA )  
COUNTY OF SHELBY)

608  
REAL ESTATE MORTGAGE

This Instrument prepared by  
COMMUNITY BANK  
ONEONTA, ALABAMA  
P.O. BOX 370  
ONEONTA, AL 35121-0370

KNOW ALL MEN BY THESE PRESENTS, that CHOICE BUILDERS, INC.

(hereinafter called the Mortgagor) for and in consideration of indebtedness to COMMUNITY BANK, ONEONTA, ALABAMA  
a banking corporation (hereinafter called the Mortgagee) in the sum of \$ 275,772.50

TWO HUNDRED SEVENTY FIVE THOUSAND SEVEN HUNDRED SEVENTY TWO & 50/100-----Dollars

as evidenced by a promissory note of even date herewith payable to the order of COMMUNITY BANK

which bears interest and is payable according to the terms of said note and which has a final maturity date on the 1ST day of

OCTOBER, 1990, which may be extended by the parties hereto and in consideration thereof, and in order to secure the payment thereof, and of any other obligations and indebtedness of Mortgagor to the Mortgagee, due or to become due, now existing or hereafter contracted as maker, endorser, guarantor, surety, conditional vendee or otherwise, all of which obligations are hereinafter referred to as "said indebtedness," said Mortgagor does hereby grant, bargain, sell and convey unto the said Mortgagee, the following

described property situated in SHELBY

County, Alabama, to-wit:

LOTS 97 AND 97A, ACCORDING TO THE SURVEY OF MEADOW BROOK HIGHLANDS, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 14 PAGE 21 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING SITUATED IN MINERAL AND MINING RIGHTS EXCEPTED.

together with the hereditaments and appurtenances thereto belonging, and also together with all equipment and fixtures now or hereafter installed therein by the Mortgagor.

TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successors, heirs and assigns forever, and for the purpose of further securing the payment of said indebtedness and of any other obligation of the Mortgagor to the Mortgagee, due or to become due, now existing or hereafter contracted as maker, endorser, guarantor, surety, conditional vendee or otherwise, the Mortgagor hereby covenants that he is seized of said real estate in fee simple and has a good right to sell, convey and mortgage the same; that the property is free from all encumbrances.

Mortgagor agrees to pay all taxes, liens or assessments heretofore or hereafter levied against said property before the same becomes delinquent and agrees to keep the improvements situated thereon in a reasonable state of repair and not to commit or permit waste upon the premises and agrees not to remove any fixtures.

Mortgagor agrees to keep the improvements insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof in companies satisfactory to the Mortgagee with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies or any renewal of said policies to the Mortgagee.

This mortgage shall be in default under this agreement and shall become immediately due and payable forthwith, at the option of the Mortgagee, upon the happening of any one of the following events or conditions:

1. Upon the failure of the Mortgagor to pay the indebtedness upon the due date together with all other charges and/or the failure of the Mortgagor to make the payments as provided in this instrument and the Promissory Note executed simultaneously herewith.

2. Upon the failure of the Mortgagor to insure the said property or to deliver policies of insurance to the Mortgagee as herein agreed.

3. Upon the failure of the Mortgagor to pay the taxes or assessments which may be assessed against same as they become due and payable.

4. Upon the failure of the Mortgagor to pay any liens or claims which may accrue or remain on the said property.

5. Upon the Mortgagor causing substantial damage, waste, danger or misuse of said property.

6. This mortgage shall become due and payable forthwith at the option of the Mortgagee, if the Mortgagor shall convey away said premises or if the title thereto shall become vested in any other person or persons in any manner whatsoever or if the Mortgagor causes any other encumbrance of or to the said property.

Upon such defaults Mortgagee may, at its option, declare all obligations secured hereby immediately due and payable.

If Mortgagor fails to insure said property or to keep the same free from all liens which are or may become prior to the title of the Mortgagee under this mortgage, Mortgagee may insure the same or pay said liens and the outlay, if either, shall become a part of said indebtedness, and, at the option of the Mortgagee, shall become immediately due and payable.

This conveyance is a mortgage and upon payment of said indebtedness with interest thereon, and of any other obligation of the Mortgagor to the Mortgagee, due or to become due, now existing or hereafter contracted as maker, endorser, guarantor, surety, conditional vendee or otherwise, all of which obligations are referred to as "said indebtedness" the same is to be void; but if default is made in the payment of said indebtedness or any part thereof or interest thereon as the same matures, or if Mortgagor fails to keep and perform any agreement herein contained, then in either said event, the holder of this mortgage may declare said indebtedness to be immediately due and payable and may take possession of said property and either with or without taking possession of said property may sell said property at public outcry to the highest and best bidder for cash at the door of the courthouse in said county after having given notice of the time, place and terms of sale by publication of a notice thereof once a week for three successive weeks in some newspaper published in said county, and at any sale under this mortgage, the holder of this mortgage may become the purchaser of said mortgage, and proceeds of sale applied to the cost and expense thereof, including a reasonable attorney's fee, to the payment of said indebtedness and advances with interest thereon, any balance shall be payable to the Mortgagor.

Mortgagor agrees to pay any reasonable attorney's fee incurred by the holder of this mortgage in any judicial proceeding to which the holder of this mortgage is a party involving the mortgaged property, the lien of this mortgage, or said indebtedness, including a proceeding to foreclose this mortgage or to redeem therefrom.

The Mortgagee may collect a "late charge", not to exceed two cents (\$.02) for each one dollar (\$1.00) of each payment more than fifteen (15) days in arrears to cover the additional expense involved in handling delinquent payments. This payment shall not exceed five dollars (\$5.00) for each delinquency.

Mortgagor acknowledges receipt of a completed copy of a disclosure statement in connection with this loan if such disclosure is required by law to be made, and that all material disclosures under the Truth in Lending Act have been given to him.

The covenants, conditions and agreements herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the undersigned **CHOICE BUILDERS, INC.**

THEY hereunto set THEIR signature and seal, this 4TH day of MAY

19 90

Terry Phillips (Seal)  
TERRY PHILLIPS PRES.

Pat Ratliff (Seal)  
PAT RATLIFF SEC.

(Seal)

BOOK 290 PAGE 523

STATE OF ALABAMA )

COUNTY OF BLOUNT

I, THE UNDERSIGNED, a Notary Public in and for said county is said

State, hereby certify that CHOICE BUILDERS, INC.

whose name S ARE signed to the foregoing conveyance, and who ARE known to me acknow-

ledged before me on this day, that being informed of the contents of this conveyance THEY

executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 4TH day of MAY, 19 90

Vernell B. Phillips  
Notary Public

STATE OF ALABAMA )

COUNTY OF )

I, \_\_\_\_\_, a Notary Public in and for said County is said

State, hereby certify that \_\_\_\_\_

whose name as \_\_\_\_\_ of \_\_\_\_\_

a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of such 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 and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Notary Public

Filing Date:

MORTGAGE DEED

a banking corporation

TO

Return to:

**ADJUSTABLE RATE RIDER  
(TO BE ATTACHED TO MORTGAGES)**

This Adjustable Rate Rider is made this 4TH day of MAY, 1990, and is incorporated and shall be deemed to amend and supplement the Mortgage (the Security Instrument) of the same date given by the undersigned (the Borrower), to secure the Borrower's Adjustable Rate Note to COMMUNITY BANK, (the Lender), of same date (the Note) and covering the property described in the Security Instrument and located at:

LOTS 97 AND 97A OF MEADOW BROOK HIGHLANDS, AN EDDLEMAN COMMUNITY - SHELBY COUNTY, ALABAMA (property address).

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENTS AND/OR INCREASES IN THE TERM OF SAID OBLIGATION.

**Additional Covenants.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The note provides for an Initial Rate of Interest of 12.00% and the note provides for changes in the interest rate and monthly payment, as follows:

**(a) Change dates**

Beginning in 1990, the rate of interest I will pay may change on the first day of the month. Each date on which the rate of interest could change is called a "change date".

**(b) The base rate**

Any changes in the rate of interest will be based on changes in the base rate. The base is New York Prime Interest Rate, the same being the New York Prime Interest Rate as published in The Wall Street Journal from day to day.

If the base is no longer available, the Note Holder will choose a new index or base which is based upon comparable information. The Note Holder will give the notice of this choice.

The base figure for this note is 10.00%. It is called the (original base).

The most recently available base figure as of the date of change or (change date) is called the (current base).

**(c) Calculation of changes**

Before each change date, the Note Holder will determine any change in my rate of interest. The Note Holder will calculate the amount of the difference, if any, between the current base and the original base. If the current base is higher than the original base, the Note Holder will add the difference to the initial base of interest. If the current base is lower than the original base, the Note Holder will then round the result of this addition or subtraction to the nearest one-eighth percentage point (0.125%). This rounded amount will be the new rate of interest I am required to pay.

The Note Holder will then determine the new amount of my monthly payment that would be sufficient to repay the outstanding principal balance in full on the maturity date at my new rate of interest in substantially equal payments. The result of this calculation is called the "full payment amount", and it will be the new amount of my monthly payment, unless I choose the amount permitted by Section (d) below.

(d) Borrower's Right to Defer payment of certain amounts

I may choose to have my monthly payments remain the same and pay the remaining balance owing on the final maturity date of my said loan ☒; or extend the term of my loan so that my monthly payments will remain the same but extend the number of monthly payments to cover any increased amount due to changes in the interest rate [ ].

The limited payment amount I choose could be less than the amount of the interest portion of the full payment amount I would have paid after the (change date). If so, the Note Holder will subtract the limited payment amount from the amount of interest I would have paid and will add the difference to the outstanding principal balance of my loan each month until the next (change date). The Note Holder will also add interest on the amount of this difference to my outstanding principal balance each month. Until the next change date, when the Note Holder determines my new rate of interest on my then outstanding principal balance, the rate of interest on the interest added to principal will be the rate determined and the method for determining the same as set forth above for the period I am paying the limited payment amount.

(e) The new rate of interest will become effective on each change date. I will pay the new amount of my monthly payment each month beginning on the first monthly payment date after the (change date) until the amount of my monthly payment is again changed or I have fully repaid the loan.

(f) Notice of Change

The Note Holder will mail or deliver to me a notice of my changes and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who can answer any question I may have regarding the notice.

Except for any notice required under applicable law to be given in another manner,

(a) Any notice to Borrower provided for in this security instrument, shall be given by delivering it or by mailing it by first class mail, addressed to Borrower at the property address or at such other address that the Borrower may designate by notice to Lender as provided herein, and

(b) Any notice to Lender shall be give by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

(g) Right to demand payment in full

In the event monthly payments made by me in any six consecutive calendar months are insufficient to pay all interest accrued under this Note during each such calendar month, you shall have the right to demand that all amounts due and owing under this Note shall become immediately due and payable by giving at least thirty days prior written notice of such demand to me. UPON ANY SUCH DEMAND, THE ENTIRE BALANCE OF ALL AMOUNTS OWING TO YOU HEREUNDER, INCLUDING WITHOUT LIMITATION, ALL PRINCIPAL, INTEREST, AND LATE CHARGES. SHALL BECOME IMMEDIATELY DUE AND PAYABLE. I SHALL NOT BE RELIEVED OF MY OBLIGATIONS HEREUNDER UNTIL ALL AMOUNTS OWING TO YOU HEREUNDER ARE PAID IN FULL.

B. SEVERABILITY

In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect the provisions of this Security Instrument or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and the Note are declared to be severable.

C. LEGISLATION

If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Security Instrument or this Adjustable Rate Rider (other than this paragraph C), unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in the Security Instrument and Adjustable Rate Rider, or of diminishing the value of Lenders Security, then Lender, at Lender's option, may declare all sums secured by the Security Instrument to be immediately due and payable. In such event, Borrower shall not have the right to reinstate this loan.

In witness whereof, Borrower has executed this Adjustable Rate Rider in duplicate on the day and date above.

Terry Phillips (Seal)  
Borrower  
Pat Rotiff (Seal)  
Borrower  
\_\_\_\_ (Seal)  
Borrower

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

90 MAY 10 AM 9:21

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

1. Deed Tax	\$	413.70
2. Mtg. Tax	\$	12.50
3. Recording Fee	\$	3.00
4. Indexing Fee	\$	1.00
5. No Pen Fee	\$	1.00
6. Combined Fee	\$	1.00
Total	\$	430.20