

NOTICE: 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 MORTGAGOR NAMED HEREIN.

**MORTGAGE**  
**C&S FAMILY CREDIT REVOLVING LOAN ACCOUNT**

STATE OF ALABAMA

COUNTY OF Shelby

This Indenture is made and entered into this 25th day of June, 19 90 by and between

Donald Wallace Smith and wife, Lisa Renee' Smith

whose address is 5180 Valleybrook Lane, B'ham, AL (the "Mortgagor"), and C&S Family Credit of Alabama, Inc., an Alabama corporation whose address is 90 Bagby Drive, Suite 10, Birmingham, AL 35209 (the "Mortgagee").

**Recitals**

A. Mortgagor is now or may become in the future justly indebted to Mortgagee in the maximum principal amount of five thousand three hundred and 00/100 Dollars (\$ 5,300.00) (the "Credit Line"), pursuant to a certain open-end line of credit (the "Line of Credit") established by Mortgagee for Mortgagor under an agreement entitled Revolving Credit Line Agreement and Disclosure Statement, executed by Mortgagor in favor of Mortgagee, dated June 25, 19 90 (the "Note"). The Note provides that Mortgagor may borrow and repay, and reborrow and repay, amounts advanced by Mortgagee under the Line of Credit up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit. The Premises described in this Mortgage as securing the Line of Credit constitute residential property.

B. If not sooner terminated as set forth therein, the Note will terminate ten years from the date of this mortgage, and all sums payable thereunder (including without limitation principal, interest, expenses and charges) shall become due and payable in full.

**Agreement**

NOW, THEREFORE, in consideration of the premises, and to secure payment of (a) all advances ("Advances") heretofore or from time to time hereafter made by Mortgagee to Mortgagor under the Line of Credit provided for in the Note, 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 charges, costs and expenses now or hereafter owing by Mortgagor to Mortgagee pursuant to the Note or any extension or renewal thereof; (d) all other indebtedness, obligations and liabilities now or hereafter owing by Mortgagor to Mortgagee under the Note, or any extensions or renewals thereof; and (e) all advances by Mortgagee under the terms of this Mortgage (the aggregate amount of all such items described in (a) through (e) above being hereinafter collectively called the "Secured Indebtedness"), and the compliance with all stipulations herein contained, Mortgagor does hereby grant, bargain, sell and convey unto Mortgagee the following described property (hereinafter collectively called the "Premises"), situated in

Shelby County, Alabama, to-wit:

1. All that tract or parcel of land lying and being in Shelby County, Alabama, that is more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, subject and subordinate only to those matters more particularly set forth in Exhibit "B" attached hereto and by reference made a part hereof; and
2. all buildings, structures and other improvements now or hereafter located on the property hereinbefore described, or any part and parcel thereof; and
3. all rights, title and interest of Mortgagor in and to the minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter on said property or under or above the same or any part or parcel thereof; and
4. all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also the estate, right, title, interest, claim and demand whatsoever of Mortgagor of, in and to the same and of, in and to every part and parcel thereof; and
5. any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to, taking of, or decrease in the value of, the premises to the extent of all amounts that may be secured by this mortgage at the date of receipt of any such award or payment by Mortgagor and of the reasonable attorney's fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

To have and to hold the Premises unto Mortgagee, its successors and assigns forever. Mortgagor covenants with the Mortgagee that Mortgagor is lawfully seized in fee simple of the Premises and has a good right to sell and convey the Premises as aforesaid; that the Premises are free of all encumbrances, except the lien of current ad valorem taxes, the prior mortgage, if any, hereinafter described and any other encumbrances expressly set forth above; and Mortgagor will warrant and forever defend the title to the Premises unto Mortgagee, against the lawful claims of all persons, except as otherwise herein provided.

Nothing contained herein shall be construed as providing that this mortgage shall secure any Advances by Mortgagee to Mortgagor under the Note in a maximum principal amount at any one time outstanding in excess of the Credit Limit set forth above unless this mortgage shall have been amended to increase the Credit Limit by written instrument duly recorded in the probate office in which this mortgage is originally recorded.

This mortgage is junior and subordinate to the prior mortgages, if any, described on Exhibit "B" attached hereto. Mortgagor hereby authorizes the holder of a prior mortgage incumbering the Premises, if any, to disclose to Mortgagee 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 Mortgagee may request from time to time.

If this mortgage is subordinate to a prior mortgage, 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 occur thereunder, 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.

AND MORTGAGOR FURTHER COVENANTS AND AGREES WITH MORTGAGEE as follows:

1. Mortgagor shall pay to Mortgagee the Secured Indebtedness with interest thereon as in the Note and this deed provided.
2. Mortgagor shall pay, when due and payable, (a) all taxes, assessments, general or special, and other charges levied on, or assessed, placed or made against the Premises, this instrument or the Secured Indebtedness or any interest of the Mortgagee in the Premises or the obligations secured hereby; (b) premiums on policies of fire and other hazard insurance covering the Premises, as required in Article 3 herein; (c) premiums on all collaterally pledged life insurance policies, if any; (d) premiums for mortgage insurance, if this deed and the Note are so insured; and (e) ground rents or other lease rentals, if any, payable by Mortgagor. Mortgagor shall promptly deliver to Mortgagee receipts showing payment in full of all of the above items. Upon notification from Mortgagee, Mortgagor shall pay to Mortgagee, together with and in addition to the payments under the terms of the Note secured hereby, an amount reasonably sufficient (as estimated by Mortgagee) to provide Mortgagee with funds to pay said taxes, assessments, insurance premiums, rents and other charges next due so that Mortgagee will have sufficient funds on hand to pay same thirty (30) days prior to the due date thereof. In no event shall Mortgagee be liable for any interest on any amount paid to it as herein required, and the money so received may be held and commingled with its own funds, pending payment or application thereof as herein provided. Mortgagee may, at its option, pay any of the charges when payable, either before or after they become

past due, without notice, or make advances therefor in excess of the then amount of credit for said charges. The excess amount advanced shall be debited as an Advance and charged to the Line of Credit under the terms of the Note. Mortgagee may apply credits held by it for the above charges, or any part thereof, on account of any delinquent installments of principal or interest or any other payments maturing or due under this instrument, and the amount of credit existing at any time shall be reduced by the amount thereof paid or applied as herein provided. The amount of the existing credit hereunder at the time of any transfer of the Premises shall, without assignment thereof, inure to the benefit of the successor-owner of the Premises and shall be applied under and subject to all of the provisions hereof. Upon payment in full of the Secured Indebtedness, the amount of any unused credit shall be paid over to the person entitled to receive it. In the event of the passage, after the date of this instrument, of any law or ordinance of the United States, the State or any political subdivision thereof, wherein the Premises are situated, or any decision by a court of competent jurisdiction, creating or providing for any tax, assessment or charge against the Premises which adversely affects the Premises, this instrument or the Secured Indebtedness or any interest of the Mortgagee in the Premises or the obligations secured hereby, that is to be paid by Mortgagee, the Secured Indebtedness shall, at the option of Mortgagee, become immediately due and payable and, in the event payment thereof is not made forthwith, Mortgagee may take, or cause to be taken, such action or proceeding as may be taken hereunder in the case of any other default in the payment of the Indebtedness.

3. (a) Mortgagor shall keep the Premises insured for the benefit of Mortgagee against loss or damage by fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles and smoke and such other hazards as Mortgagee may from time to time require, all in amounts approved by Mortgagee not exceeding 100% of full insurable value (in no event shall the amounts of insurance be less than the amount of the Secured Indebtedness); all insurance herein provided for shall be in form and issued by companies approved by Mortgagee; and, regardless of the types or amounts of insurance required and approved by Mortgagee, Mortgagor shall assign and deliver to Mortgagee, as collateral and further security for the payment of the Secured Indebtedness, all policies of insurance which insure against any loss or damage to the Premises, with loss payable to Mortgagee, pursuant to the New York Standard or other mortgage clause satisfactory to Mortgagee. If Mortgagee, by reason of such insurance, receives any money for loss or damages, such amount may, at the option of the Mortgagee, be retained and applied by Mortgagee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Mortgagor for the repair or replacement of the Premises or any part thereof, or for any other purpose or object satisfactory to Mortgagee, but Mortgagee shall not be obligated to see to the proper application of any amount paid over to Mortgagor.

(b) Not less than 30 days prior to the expiration date of each policy of insurance required of Mortgagor pursuant to this Article, and of each policy of insurance held as additional collateral to secure Secured Indebtedness, Mortgagor shall deliver to Mortgagee a renewal policy of policies marked "premium paid" or accompanied by other evidence of payment satisfactory to Mortgagee.

(c) In the event of a foreclosure of this mortgage, the purchase of the Premises shall succeed to all rights of Mortgagor including any right to unearned premiums, in and to all policies of insurance assigned and delivered to Mortgagee, with respect to all property conveyed and to be conveyed by this mortgage, pursuant to the provisions of this Article.

4. Mortgagor shall maintain the Premises in good condition and repair, shall not commit or suffer any waste to the Premises, and shall comply with or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Premises or any part thereof. Mortgagor shall promptly repair, restore, replace, or rebuild any part of the Premises, now or hereafter encumbered by this mortgage, which may be affected by any proceeding of the character referred to in Article 7 herein. No part of the Premises, including, but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber, or other ground improvement, or other property, now or hereafter conveyed as security by or pursuant to this mortgage, shall be removed, demolished, or materially altered without the prior written consent of Mortgagee. Mortgagor shall complete, within a reasonable time, and pay for any building, structure, or other improvement at any time in the process of construction on the property herein conveyed. Mortgagor shall not initiate, join in, or consent to any change in any private restrictive covenant, zoning ordinance, or other public or private restrictions limiting or defining the uses which may be made of the Premises or any part thereof. Mortgagee and any persons authorized by Mortgagee shall have the right to enter and inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

5. Mortgagor shall execute and deliver (and pay the costs of preparation and recording thereof) to Mortgagee and to any subsequent holder from time to time, upon demand, any further instrument or instruments, including, but not limited to mortgages, security agreements, financing statements, assignments and renewals and substitution notes, so as to reaffirm, to correct and to perfect the evidence of the obligation hereby secured and the legal security title of Mortgagee to all or any part of the Premises intended to be hereby conveyed, whether now conveyed, later substituted for, or acquired subsequent to the date of this mortgage and extensions or modifications thereof. Mortgagor, upon request, made either personally or by mail, shall certify by writing, duly acknowledged, to Mortgagee or to any proposed assignee of this mortgage, the amount of principal and interest then owing on the Secured Indebtedness and whether or not any offsets or defenses exist against the Secured Indebtedness, within 5 days in case the request is made personally, or within 10 days after the mailing of such request in case the request is made by mail.

6. Mortgagee shall be subrogated to all right, title, lien, or equity of all persons to whom it may have paid moneys in settlement of liens, charges or in acquisition of title of or for its benefit hereunder, or for the benefit and account of Mortgagor at the time of making any advances secured by this security mortgage, or subsequently under any of the provisions herein.

7. Notwithstanding any taking of any property, herein conveyed and agreed to be conveyed, by eminent domain, alteration of the grade of any street or other injury to, or decrease in value of, the Premises by any public or quasi-public authority or corporation, Mortgagor shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the application by Mortgagee of any award or payment for such taking, alteration, injury, or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt, and said award or payment may, at the option of Mortgagee, be retained and applied by Mortgagee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged, or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or object satisfactory to Mortgagee, but Mortgagee shall not be obligated to see to the application of any amount paid over to Mortgagor. If prior to the receipt by Mortgagee of such award or payment, the Premises shall have been sold on foreclosure of this mortgage, Mortgagee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this mortgage shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award to payment. Upon Condition, however, that if the Secured Indebtedness is paid in full (which Secured Indebtedness includes (a) all Advances heretofore or from time to time hereafter made by Mortgagee to Mortgagor under the Line of Credit provided for in the Note, or any extension or renewal thereof, up to a maximum principal amount at any one time outstanding not exceeding the Credit Line; (b) all finance charges payable from time to time on said Advances, or any part thereof; (c) all other charges, costs, and expenses now or hereafter owing by Mortgagor to Mortgagee pursuant to the Note, or any extension or renewal thereof; (d) all other indebtedness, obligations and liabilities now or hereafter owing by Mortgagor to Mortgagee under the Note, or any extension or renewal thereof; and (e) all advances by Mortgagee under the terms of this Mortgage) and Mortgagee is reimbursed for any amounts Mortgagee has paid in payment of liens or encumbrances or insurance premiums or any prior mortgages, and interest thereon, and Mortgagor fulfills all of Mortgagor's obligations under this Mortgage, and either Mortgagee or Mortgagor has decided to terminate the Line of Credit pursuant to the terms and conditions set forth therein, then this conveyance shall be null and void.

8. Upon the occurrence of any one of the following events (herein called an "event of default"):

- (a) should Mortgagor fail to pay the Secured Indebtedness, or any part thereof, when and as the same shall become due and payable; or
- (b) should any warranty of Mortgagor contained herein or in the Note or contained in any instrument, transfer, conveyance, assignment, or loan agreement given with respect to the Secured Indebtedness, prove untrue or misleading in any material aspect; or
- (c) should the Premises be subject to actual or threatened waste, or any part thereof be removed, demolished, or materially altered so that the value of the Premises be diminished except as provided for in Article 7 herein; or
- (d) should any federal tax lien or claim of lien for labor or material be filed of record against Mortgagor or the Premises and not be removed by payment or bond within 30 days from date of recording; or
- (e) should any claim of priority to this deed by title, lien or otherwise be asserted in any legal or equitable proceeding; or
- (f) should Mortgagor sell or transfer all or any part of the Premises without first obtaining the prior written consent of Mortgagee; then and thereupon Mortgagee may do any one or more of the following:
  - (i) enter upon and take possession of the Premises without the appointment of a receiver, or an application therefor, employ a managing agent of the Premises and let the same, either in its own name, or in the name of Mortgagor, and receive the rents, incomes, issues, and profits of the Premises and apply the same, after payment of all necessary charges and expenses, on account of the Secured Indebtedness, and Mortgagor will transfer and assign to Mortgagee, in form satisfactory to Mortgagee, Mortgagor's lessor interest in any lease now or hereafter affecting the whole or any part of the Premises;
  - (ii) pay any sums in any form or manner deemed expedient by Mortgagee to protect the security of this instrument or to cure any event of default; make any payment hereby authorized to be made according to any bill, statement, or estimate furnished or procured from the appropriate public officer or the party claiming payment without inquiry into the accuracy or validity thereof, and the receipt of any such public officer or party in the hands of Mortgagee shall be conclusive evidence of the validity and amount of items so paid, in which event the amounts so paid shall be added to and become a part of the Secured Indebtedness as an Advance under the Note; and Mortgagee shall be subrogated to any encumbrance, lien, claim, or demand, and to all the rights and securities for the payment thereof, paid or discharged with the principal sum secured hereby or by Mortgagee under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this instrument.
  - (iii) declare the entire Secured Indebtedness immediately due, payable, and collectible, without notice to Mortgagor, regardless of maturity, and, in that event, the entire Secured Indebtedness shall become immediately due, payable, and collectible; and thereupon this mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in the case of past-due mortgages, and Mortgagee shall be authorized to take possession of the Premises 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 Premises are located (all other notice except that required by law being hereby waived by the Mortgagor), to sell the Premises 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 Premises and foreclosing this mortgage, including reasonable attorneys' fees; second, to the payment in full of the balance of the Secured Indebtedness in whatever order and amounts 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 date of sale; third, to the payment of

any amounts that have been spent, or that it may be then necessary to spend, in paying insurance premiums, liens, any prior mortgages or other encumbrances related to the Premises, with interest thereon; and fourth, the balance, if any, to be paid to the party or parties appearing of record to be the owner of the Premises at the time of the sale, after first deducting the cost of ascertaining who is such owner; and Mortgagor agrees that Mortgagee may bid at any sale had under the terms of this mortgage and may purchase the Premises if the highest bidder, and Mortgagee may thereupon execute and deliver to the purchaser at said sale a sufficient conveyance of the Premises in fee simple, which conveyance may contain recitals as to the happening of the default upon which the execution of the power of sale, herein granted, depends, and said recitals shall be presumptive evidence that all preliminary acts prerequisite to said sale and deed were in all things duly complied with; and Mortgagor hereby constitutes and appoints Mortgagee or its assigns, agent and attorney-in-fact to make such recitals, sale and conveyance, and all of the acts of such attorney-in-fact are hereby ratified, and Mortgagor agrees that such recitals shall be binding and conclusive upon Mortgagor and that the conveyance to be made by Mortgagee, or its assign, (and in the event of a deed in lieu of foreclosure, then as to such conveyance) shall be effectual to bar all right, title, and interest, equity of redemption, including all statutory redemption, homestead, dower, curtesy, and all other exceptions of Mortgagor, or its successors in interest, in and to said Premises; and Mortgagor agrees that possession of the Premises during the existence of the Secured Indebtedness by Mortgagor, or any person claiming under Mortgagor, shall be that of tenant under Mortgagee, or its assigns and, in case of a sale, as herein provided, Mortgagor or any person in possession under Mortgagor shall then become and be tenants holding over, and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over; the power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are in addition to any and all other remedies which Mortgagor may have at law or in equity.

Mortgagee, in any action to foreclose this deed, or upon any event of default, shall be at liberty to apply for the appointment of a receiver of the rents and profits or of the Premises or both without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the values of the Premises as security for the amounts due the Mortgagee, or the solvency of any person or corporation liable for the payment of such amounts.

In case of any sale under this deed by virtue of the exercise of the power herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Premises or any part thereof may be sold in one parcel in its entirety, or in such parcels, manner or order as Mortgagee in its sole discretion may elect, and one or more exercises of the powers herein granted shall not extinguish or exhaust the power unless the entire Premises are sold or the Secured Indebtedness paid in full.

9. Mortgagor, for himself and family, hereby waives and renounces all homestead and exemption rights provided for by the Constitution and Laws of the United States and of the State of Alabama, in and to the Premises as against the collection of the Secured Indebtedness, or any part thereof; and Mortgagor agrees that where, by the terms of the conveyance of the Note secured hereby, a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is of the essence of the whole contract.

10. Mortgagee shall have the right from time to time to sue for any sums, whether interest, principal, or any installment of either or both, taxes, penalties, or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not all of the Secured Indebtedness shall be due on demand, and without prejudice to the right of Mortgagee thereafter to enforce any appropriate remedy against the Mortgagor, including an action of foreclosure, or any other action, for a default or defaults by Mortgagor existing at the time such earlier action was commenced.

11. The rights of Mortgagee, granted and arising under the clauses and covenants contained in this deed and the Note, shall be separate, distinct, and cumulative of other powers and rights herein granted and all other rights which Mortgagee may have in law or equity, and none of them shall be in exclusion of the others; and all of them are cumulative to the remedies for collection of indebtedness, enforcement of rights under security deeds, and preservation of security as provided at law. No act of Mortgagee shall be construed as an election to proceed under any one provision herein or under the Note to the exclusion of any other provision, or an election of remedies barring any other remedy allowed at law or in equity, anything herein or otherwise to the contrary notwithstanding.

12. Every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request personally served on one or more of the persons who shall at the time hold the record title to the Premises, or on their heirs or successors, or mailed by depositing it in any post office station or letter box, enclosed in a postpaid envelope (a) addressed to such person or persons, or their heirs or successors, at his, their, or its address last known to Mortgagee or (b) addressed to the street address of the Premises hereby conveyed.

13. Any indulgence or departure at any time by the Mortgagee from any of the provisions hereof, or of any obligation hereby secured, shall not modify the same or relate to the future or waive future compliance therewith by the Mortgagor. If more than one party shall execute this Mortgage, the term "Mortgagor" shall mean all parties signing, and each of them, and each agreement, obligation and Secured Indebtedness of the Mortgagor shall be and mean the several as well as joint undertaking of each of them.

14. The words "Mortgagor" and "Mortgagee" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees, agents or attorneys) and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors, and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the word "Note" shall also include one or more Notes and the grammatical construction of sentences shall conform thereto.

15. Notwithstanding any language herein contained to the contrary, this instrument shall not include a security interest in any "consumer goods" as defined in the Official Code of Alabama §7-9-109 (1) which are not in fact at present or do not in fact hereafter become affixed to and a part of the realty herein conveyed and which in fact at present are not or do not hereafter become a "fixture" as defined in Official Code of Alabama 1975 §7-9-312(1)(a).

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

IN WITNESS WHEREOF, this deed has been duly executed, sealed and delivered by Mortgagor the day and year first above written.

Donald Wallace Smith (SEAL)  
Lisa Renee Smith (SEAL)

State of Alabama

Alabama Jefferson County

I, the undersigned authority, in and for said county in said state, hereby certify that Donald Wallace Smith and Lisa

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

Given under my hand and official seal, this 25th day of June, 19 90.

Donna H. Alvirate  
Notary Public

My Commission Expires: 9-24-92

EXHIBIT "A"

Lot 31, according to the resurvey of Valley Brook phase II, as recorded in Map Book 12, Page 12, in the Office of the Judge of Probate of Shelby County, Alabama: Being situated in Shelby County, Alabama. Mineral and Mining rights excepted.

BOOK 297 PAGE 778

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

90 JUN 26 PM 1:55

|             |          |
|-------------|----------|
| 1. Doc. Tax | \$ 7.95  |
| 2. Imp. Tax | \$ 10.00 |
| 3. Int. Tax | \$ 3.00  |
| 4. ...      | \$       |
| 5. ...      | \$ 1.00  |
| 6. ...      | \$       |
| Total       | \$ 21.95 |