				- -	
r'		1/02	This instrument was	prepared by	a m
JOSEF	H E. SPRADLING	493	(Name) First P	merican Bank of Pelha Sox 100, Pelham, AL 35	5124
	e corant INC		(Address)		
DEBK	A E. SPRADLING		FIRST AMERIC	AN BANK OF PELHAM	
905	BURNT PINE DRIVE	<u> </u>	3000 HIGHWAY	31 SOUTH, P.O. BOX 100 1, ALABAMA 35124]
AT.AR	ASTER, ALABAMA 35007				
	MORTGAGOR		"You" means the mor	MORTGAGEE tgages, its successors and assign	18.
	"I" includes each mortgagor above				
	, mortgage and warrant t		. Spradling and Debr	of the secured debt described be easements, appurtenances, renta	elow, on s, leases
and avieting at	20, 1991 and future improvements and fixtures	(all called the "pn	operty").	25007	· ·.
PROPERTY AD	DRESS: 905 Burnt Pine D	rive	Alabaster (City)	, Alabama(Zip Code)	,
	IDTION:				
LEGAL DESCR		_E Alamanth	Addition to Eagl	le Wood Estates,	•
as recor Alabama	according to the Survey rded in Map Book 11 page ; being situated in Shel	S OT' IN CITE	, 11000	Shelby County,	
O located	She1by nent and warrant title to the property ments not yet due and		County, Alabama.	and zoning ordinances, current t	taxes and
TITLE: cover	nent and warrant title to the property	y, except for encu	mbrances of record, interneipar		
assessi A	ments not yet due and				ntained in
j this mo Lunder t	BT: This mortgage secures repayment ortgage and in any other document in this mortgage or under any instrument cured debt is evidenced by (List all in	nt secured by this	mortgage.		l owe you
. H	<u> </u>	<u> </u>	<u> </u>		
, 4	·				
		this mortgage is 6	executed.		
<u>ලා</u>	Revolving credit loan agreement dat though not all amounts may yet be will have priority to the same extent	as if made on the	date this mortgage is executed	u.	
The el	bove obligation is due and payable o	n <u>Decem</u>	ber 20, 2001	if not p	yald earlier.
1964 That \$7	bove obligation is due and payable of the unpaid balance secured by this many terest, plus any disbursements made			ollars (\$5_000.00 s, or insurance on the property, w), . vith interest
ou su	ch disbursements.				
ිසි :	riable Rate: The interest rate on the KXA copy of the loan agreement of made a part hereof.	ontaining the terr	UR AUGRI ALLICIA TILO MILES	•	
TERMS AND	made a part nereor. COVENANTS: lagree to the terms are ommercial Construction	nd covenants contr 	alned in this mortgage and in any	NG618 GB8CHDed Delott Shid sign.	
SIGNATUR	oseph E. Spradling	lu- (Seal	1)		(Seetle
/ v	Noln E- Spran	College (Sea	1)		(Seal)
D WITNESSE	ebra E. Spradling	V			<u> </u>
	<u> </u>			, County ss:	
ACKNOWL	EDGMENT: STATE OF ALABAMA, —	Shelby	a Notary Public in and for sa	id county and in said state, hereb	y certify that
•	Joseph E. Spradli	1 Thales	P Coradline		
	•	_		known to me, acknowledged i executed the same voluntarily or	n the day the
Individua	this day that, being informe	od of the contents	OF LITE CONTAGNATION,		
	same bears date. whose name(s) as		of the	known to me, acknowledged l	before me on
Corporat	a corporation,sign	ed to the foregoined of the contents		, as such officer and with	full authority
GGiboign	this day that, being information executed the same voluntar	rily for and as the	act of said corporation.		1991
	Given under my hand this the	20th	day ofDecem	- 0 1/	
	My commission expires:	•	<u></u>	WAYED KO	~~

(Notary Public)

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MY SOLUTION EXPIRES MARCH 8, 1992

CT CLOUD MINI CARM FORM OCP-MTG-AL 11/2





COVENANTS

- 1. Payments. I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
- 2. Claims against Title. I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
- 3. Insurance. I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
- 4. Property, I will keep the property in good condition and make all repairs reasonably necessary.
- 5. Expenses. I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
- 6. Default and Acceleration. If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage and sell the property in the manner provided by law.
- 7. Assignment of Rents and Profits. I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
 - -8. Walver of Homestead. I hereby waive all right of homestead exemption in the occupant
- Leaseholds; Condominiums; Planned Unit Developments. I agree to comply with the provisions of any lease if this mortgage is on a leasehold.

 If this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- On Authority of Mortgages to Perform for Mortgagor. If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.
 - Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.
- Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will be bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.
 - 11. Inspection. You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your Kinspection.
- 12. Condemnation, I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be applied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
 - 13. Waiver. By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again.
 - 14. Joint and Several Liability; Co-signers; Successors and Assigns Bound. All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.
 - The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.
 - 15. Notice. Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on the front side of this mortgage, or to any other address which you have designated.
 - Any notice shall be deemed to have been given to either of us when given in the manner stated above.
- 16. Transfer of the Property or a Beneficial Interest in the Mortgagor, if all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
- 17. Release. When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

STATE OF ALA. SHELB: L I CERTIFY THIS INSTRUMENT WAS I'M

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JUDGE OF PROBATE

1. Deed Tax
2. Mtg. Tax
3. Recording Fee
4. Indexing Fee
5. No Tax Fee
6. Certified Fee

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	Borrower's Name and Address "You" means each borrower above, jointly and severally.				"We" or "us" means the lender named above.				
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FIRST AMERICAN BANK OF PELHAM P.O. BOX 100 PELHAM, ALABAMA 35124

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ADDITIONAL TERMS

DEFAULT AND REMEDIES: You will be in default on this agreement if any of the following occur:

(1) You engage in fraud or material misrepresentation, by your actions or failure to act, in connection with any phase of this home equity line of credit;

(2) Subject to any right to cure you may have, you do not meet the repayment terms;
(3) Your action or inaction adversely affects the collateral or our rights in the collateral, including but not limited to: (a) fullure to maintain required insurance on dwelling; (b) your transfer of the property; (c) failure to maintain the property or use of it in a destructive manner; (d) commission of waste; (e) failure to a taxes on the property or otherwise fail to act and thereby cause a lien to be filed against the property that is senior to our lien; (1) cleath; (g) the propert, taken through eminent domain; (h) a judgment is filed against you and subjects you and the properly to action that adversely affects our interest; or (i) a p.

lien holder forecloses on the property and as a result, our interest is adversely affected.

We may terminate your account, require you to pay the entire outstanding balance in one payment and charge you a termination fee (if provided for on the control of the other side of this agreement), and fees related to the collection of the amount owing, if you are in default in any manner described above. In that instance, we no take other action short of termination, such as charging you a fee if you fail to maintain required property insurance and we purchase insurance. If we elect

terminate and accelerate the amounts owing on your account, we may use our right to set-off, unless prohibited. Even if we choose not to use one of our remedies when you default, we do not forfeit our right to do so if you default again. If we do not use a remedy who

you default, we can still consider your actions as a default in the future. In addition, we may temporarily prohibit you from obtaining additional extensions of credit, or reduce your credit limit it:

The value of the dwelling securing this home equity line of credit declines significantly below its appraised value for purposes of this line;
 We reasonably believe you will not be able to meet the repayment requirements due to a material change in your financial circumstances;

(3) You are in default of a material obligation of this agreement, which shall include, but is not limited to, your ongoing obligation to supply us with information v feel we need to assess your financial condition;

(4) A governmental action prevents us from imposing the annual percentage rate provided for in this agreement;

(5) A governmental body adversely effects our security interest to the extent that the value of the security interest is less than 120% of the home equity line; (6) The annual percentage rate corresponding to the periodic rate reaches the maximum rate allowed under this plan (if provided for on the other side of the

(7) A regulatory agency has notified us that continued advances would constitute an unsafe business practice.

In the event that we suspend your right to additional advances or reduce your credit line, we will send you notice of our decision at the address listed on it front of this agreement. (You should inform us of any change in your address.) If we have based our decision to suspend or reduce your credit privileges on a assessment of your financial condition or performance under this plan, and you believe that your situation has changed, you must request that we re-evaluate you situation, and reinstate your credit privileges.

CREDIT INFORMATION: You agree to supply us with whatever information we reasonably feel we need to decide whether to continue this plan. We agree to matrequests for this information without undue frequency, and to give you reasonable time in which te supply the information. You authorize us to make or have made any credit inquiries we feet are necessary. You also authorize the persons or agencies to whom we make thes.

(1) inquiries to supply us with the information we request.

YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong; or if you need more information about a transaction on your bill, write us at the address lighted on your bill. Write to us as soon as If you think your bill is wrong, or if you need more information about a transaction on you bill, which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following jotormation:

Your name and account number.

The dollar amount of the suspected error.

Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

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you have authorized us to pay your bill automatically from your savings, checking or other account, you can stop the payment on any amount you think is wrong. Twistop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

Alter we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you existion, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: (a) You must have made the purchase in your home state or, if not within your home state within 100 miles of your current mailing address; and

(b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

LIABILITY FOR UNAUTHORIZED USE OF A CREDIT CARD

You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us at the address on the other side of this form, orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your tiability will not exceed \$50.

FORM OCP-HE BACKSIDE REVISION DATE 9/05/89 HE-BS-1