DEED TO SECURE DEBT

PARTIES: This Deed to Secure Debt ("Security Deed") is given on this 8th day of January, 1993.
The grantor is Gay Bowen aka Gay Bowen Palmer and Cecil S. Bowen ("Borrower")
This Security Deed is given to Community National Bank ("Lender")
a corporation organized and existing under the laws of Georgia,
whose mailing address is P. O. Box 2619, Ashburn, GA 31714
(Street) (City) (State) (Zip Code)

CONVEYANCE: For value received, Borrower irrevocably grants and conveys to Lender, with power of sale, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "Property").

PROPERTY ADDRESS: Chanda Terrace, Birmingham, Alabama ~~Georgia~~ 35124 ~~35236~~
(Street) (City) (Zip Code)

LEGAL DESCRIPTION:

Lot 16, according to the Survey of Chanda Terrace, First Sector as recorded in Map Book 9 Page 100, in the Office of the Judge of Probate of Shelby County, Alabama

Inst # 1993-02042

01/21/1993-02042
01:15 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 71.10

Together with all improvements located thereon.

located in Shelby County, Alabama ~~Georgia~~.

TITLE: Borrower covenants and warrants title to the Property, except for encumbrances of record, municipal and zoning ordinances, current taxes and assessments not yet due and NA

SECURED DEBT: This Security Deed secures to Lender repayment of the secured debt and the performance of the covenants and agreements contained in this Security Deed and in any other document incorporated herein. Secured debt, as used in this Security Deed, includes any amounts Borrower owes to Lender under this Security Deed or under any instrument secured by this Security Deed and all modifications, extensions, and renewals thereof. Release of any part of the secured debt or of any part of the Property secured by this Security Deed will not affect Borrower's personal liability under any instrument secured by this Security Deed or this Deed's priority.

The secured debt is evidenced by (list all instruments and agreements secured by this Security Deed and the dates thereof.):

☒ note dated 01/08/93 in the amount of $41,356.68
Forty One Thousand Three Hundred Fifty Six and 68/100----------------

☒ **Future Advances:** The above debt is secured even though all or part of it may not yet be advanced. Future advances are contemplated and will be secured to the same extent as if made on the date this Security Deed is executed.

☐ **Revolving Credit:** Revolving loan account agreement (as defined by O.C.G.A. 44-14-3) dated ______, with initial annual interest rate of ______%. All amounts owed under the agreement are secured even though not all grants may yet be advanced. Future advances under the agreement are contemplated and will be secured to the same extent as if made on the date this Security Deed is executed. The total unpaid balance of the revolving loan account agreement secured by this Security Deed at any one time will not exceed a maximum principal amount of ______ Dollars ($______), plus interest, plus any amounts disbursed under the terms of this Security Deed to protect Lender's security interest or to perform any of the covenants contained in this Security Deed, with interest on such disbursements. Payment of all amounts outstanding under the agreement from time to time will not cancel or release this Security Deed unless the underlying agreement has also been terminated by the parties.

The above obligation is due and payable on 01/08/95 if not paid earlier.

☐ **Variable Rate:** The interest rate on the obligation secured by this Security Deed may vary according to the terms of that obligation.

☐ A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this Security Deed and made a part hereof.

RIDERS: ☐ ______ ☐ ______

SIGNATURES: By signing below, Borrower accepts and agrees to the terms and covenants contained in this Security Deed, including those on page 2 and in any riders described above signed by Borrower, and acknowledge receipt of at least one copy on today's date.

IN WITNESS WHEREOF, BORROWER has executed and sealed this Security Deed.

Signed, sealed and delivered in the presence of:

Lynne C. Irwin
(Unofficial Witness)

D. Brown Beck, Jr.
(Notary Public, MY COMMISSION EXPIRES JUNE 12, 1995 County, Georgia)
MY COMMISSION EXPIRES JUNE 12, 1995

Gay Bowen Palmer (Seal)
Gay Bowen aka Gay Bowen Palmer Borrower

Cecil S. Bowen (Seal)
Borrower

(Seal)
Borrower

GEORGIA
(page 1 of 2)

Dunphy, Carson & Steed

COVENANTS

1. Payments. Borrower agrees to make all payments on the secured debt when due. Unless Borrower and Lender agree otherwise, any payments Lender receives from Borrower or for Borrower's benefit will be applied first to any amounts Borrower owes on the secured debt (exclusive of interest or principal), second to interest, and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any scheduled payment until the secured debt is paid in full.

2. Claims Against Title. Borrower will pay all taxes, assessments, and other charges attributable to the Property when due and will defend title to the Property against any and all claims and demands. Lender may require Borrower to assign any rights, claims or defenses which Borrower may have against parties who supply labor or materials to improve or maintain the Property.

3. Insurance. Borrower will keep the Property insured under terms acceptable to Lender at Borrower's expense and for Lender's benefit. All insurance policies shall include a standard mortgage clause in favor of Lender. Lender will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within Lender's discretion, to either the restoration or repair of the damaged Property or to the secured debt. If Lender requires mortgage insurance, Borrower agrees to maintain such insurance for as long as Lender requires.

4. Property. Borrower will keep the Property in good condition and make all repairs reasonably necessary.

5. Expenses. Borrower agrees to pay all Lender's expenses, including reasonable attorneys' fees of 15% of the principal and interest due, if Borrower breaks any covenants in this Security Deed or in any obligation secured by this Security Deed. Borrower will pay these amounts to Lender as provided in Covenant 9 of this Security Deed.

6. Prior Security Interests. Unless Borrower first obtains Lender's written consent, Borrower will not make or permit any changes to any prior security interests. Borrower will perform all of Borrower's obligations under any prior Security Deed, mortgage, or other security agreement, including Borrower's covenants to make payments when due.

7. Assignment of Rents and Profits. Borrower assigns to Lender the rents and profits of the Property. Unless Borrower and Lender have agreed otherwise in writing, Borrower may collect and retain the rents as long as Borrower is not in default. If Borrower defaults, Lender, Lender's agent, or a court appointed receiver may take possession and manage the Property and collect the rents. Any rents Lender collects 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. Leaseholds; Condominiums; Planned Unit Developments. Borrower agrees to comply with the provisions of any lease if this Security Deed is on a leasehold. If this Security Deed is on a unit in a condominium or a planned unit development, Borrower will perform all of Borrower's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

9. Authority of Lender to Perform for Borrower. If Borrower fails to perform any of Borrower's duties under this Security Deed, Lender may perform the duties or cause them to be performed. Lender may sign Borrower's 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, Lender may do whatever is necessary to protect Lender's security interest in the Property. This may include completing the construction.

Lender's failure to perform will not preclude Lender from exercising any of its other rights under the law or this Security Deed.

Any amounts paid by Lender to protect Lender's security interest or to perform any of the covenants contained in this Security Deed will be secured by this Security Deed. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.

10. Default and Acceleration. If Borrower fails to make any payment when due, or breaks any covenants under this Security Deed or any other obligation secured by this Security Deed, Lender may accelerate the maturity of the secured debt and demand immediate payment and may invoke the power of sale, as well as any other remedies permitted by applicable law.

11. Power of Sale. If Lender invokes the power of sale, Lender shall give a copy of a notice of sale to Borrower in the manner provided in paragraph 16 and shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Lender, without further demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Lender determines. Lender or its designee may purchase the Property at any sale.

Lender shall convey to the purchaser indefeasible title to the Property, and Borrower hereby appoints Lender Borrower's agent and attorney-in-fact to make such conveyance. The recitals in the Lender's deed shall be prima facie evidence of the truth of the statements made therein. Borrower covenants and agrees that Lender shall apply the proceeds of the sale in the following order; (a) to all expenses of the sale, including, but not limited to, attorneys' fees of 15% of the aggregate amount due; (b) to all sums secured by this Security Deed; and (c) any excess to the person or persons legally entitled to it. The power and agency granted hereby are coupled with an interest, are irrevocable by death or otherwise and are cumulative to the remedies for collection of debt as provided by law.

If the Property is sold pursuant to this paragraph 11, Borrower, or any person holding possession of the Property through Borrower, shall immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Borrower or such person shall be a tenant holding over and may be dispossessed in accordance with applicable law.

12. Inspection. Lender may enter the Property to inspect it if Lender gives Borrower notice beforehand. The notice must state the reasonable cause for Lender's inspection.

13. Condemnation. Borrower assigns to Lender 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.

14. Waiver. By exercising any remedy available to Lender, Lender does not give up any rights to later use any other remedy. By not exercising any remedy upon Borrower's default, Lender does not waive any right to later consider the event a default if it happens again.

15. Joint and Several Liability; Co-signers; Successors and Assigns Bound. All duties under this Security Deed are joint and several. Any Borrower who co-signs this Security Deed but does not co-sign the underlying debt instrument or agreement does so only to grant and convey that Borrower's interest in the Property to the Lender under the terms of this Security Deed. In addition, such a Borrower agrees that the Lender and any other Borrower under this Security Deed may extend, modify or make any other changes in the terms of this Security Deed or the secured debt without that Borrower's consent and without releasing that Borrower from the terms of this Security Deed.

The duties and benefits of this Security Deed shall bind and benefit the successors and assigns of Lender and Borrower.

16. Notice. Unless otherwise required by law, any notice to Borrower shall be given by delivering it or by mailing it by registered or certified mail, return receipt requested, to Borrower at the Property address or any other address that Borrower has given to Lender. Borrower will give any notice to Lender by mail to Lender's address on page 1 of this Security Deed, or to any other address which Lender has designated.

Any notice shall be deemed to have been given to Borrower or Lender when given in the manner stated above.

17. Transfer of the Property or a Beneficial Interest in the Borrower. If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may demand immediate payment of the secured debt. Lender may also demand immediate payment if the Borrower is not a natural person and a beneficial interest in the Borrower is sold or transferred. However, Lender may not demand payment in the above situations if it is prohibited by federal law as of the date of this Security Deed.

18. Release. When Borrower has paid the secured debt in full and all underlying agreements have been terminated, Lender shall cancel this Security Deed without charge to Borrower. Borrower shall pay all costs of recording the cancellation, if any.

19. Waiver and Assignment of Exemptions. Borrower waives and renounces all exemption provided by the constitution and the law of the State of Georgia as they relate to any interest in the Property. Borrower assigns to Lender sufficient amount of such exemptions to pay the amount due under the secured debt.

20. Security Deed. This conveyance is to be construed under the existing laws of the State of Georgia as a deed passing title, and not as a mortgage, and is intended to secure the payment of all sums secured hereby.

Inst # 1993-02042

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES, OR DEEDS OF TRUST

Borrower and Lender request the holder of any security deed, mortgage, deed of trust or other encumbrance with a lien which has priority over this Security Deed to give notice to Lender, at Lender's address set forth on page one of this Security Deed, of any default under the superior encumbrance and of any sale or other foreclosure action.

01/21/1993-02042
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002 MCD * 71.10

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 (1-800-397-2341) FORM OCP-MTG-GA 7/9/91