Numari	k Building a <u>nd Development, In</u> c	This instrument was prepared by (Name) Gene Gray, Corley Moncus and Ward (Address) 2100-A Southbridge Parkway, Suite 650
	omanche Road	Birmingham, Alabama 35209 BANK OF ALABAMA
		1209 DECATUR HIGHWAY POST OFFICE BOX 340
Monte	vallo, Alabama 35115	FULTONDALE, ALABAMA 35068
	MORTGAGOR "I" includes each mortgagor shown above.	MORTGAGEE "You" means the mortgagee, its successors and assigns
REAL ESTAT	E MORTGAGE: For value received, I, Numark Build	ing and Development, Inc., a corporation grant, bargain, sell and convey to you, with power of sale, to secure the payment
of the secured existing and fu	debt described below, on April 9,1993, the real esture improvements and fixtures (all called the "property").	state described below and all rights, easements, appurtenances, rents, leases and
PROPERTY A	ADDRESS: 405 Dogwood Forest Circle	, Montevallo , Alabama 35115
LEGAL DESC	(Street) CRIPTION:	(City) (Zip Code)
Lot 26,	Park Forest Subdivision, Secon	d Sector, as recorded in Map Book 16,
Page 84	, in the Probate Office of Shel	by County, Alabama.
laasta	4 in Chalby County Alabama	
	in Shelby County, Alabama.	re no exceptions to the title. This is a first
mortgage	purchase money construction loan.	re no excepcións co une cicie. Inis
	· · · · · · · · · · · · · · · · · · ·	
enculero ol	DT. This made are consumed and the recurred debt and	I the performance of the covenants and agreements contained in this mortgage
and in	any other document incorporated herein. Secured debt, as used strument secured by this mortgage and all modifications, extens	in this mortgage, includes any amounts I owe you under this mortgage or under
The se	_	by (List all instruments and agreements secured by this mortgage and the dates
XX	Promissory Note and Construction Loa	n Agreement executed simultaneously herewith
	along with the personal guaranty of	Marie M. Romano.
		ve agreement are secured even though not all amounts may yet be advanced. ted and will be secured and will have priority to the same extent as if made on
	Revolving credit loan agreement dated may yet be advanced. Puture advances under the agreement as if made on the date this mortgage is executed.	All amounts owed under this agreement are secured even though not all amounts are contemplated and will be secured and will have priority to the same extent
The at	pove obligation is due and payable on <u>June 1, 1993</u> if n	ot paid carlier.
pius in	tal unpaid balance secured by this mortgage at any one time shoung the shoung the secured by this mortgage at any one time shoung the secure the secure that secure is a secure of the s	all not exceed a maximum principal amount of:Dollars (\$ 99,500.00), es, special assessments, or insurance on the property, with interest on such
х⊠		this mortgage may vary according to the terms of that obligation.
∧µ.a		nder which the interest rate may vary is attached to this mortgage and made a
	part hereof.	not which the interest tate thay vary is attached to this mortgage and muse a
RIDERS:	Commercial Home Equity	
SIGNATURES me.	: By signing below, I agree to the terms and covenants contains	ed on both pages of this mortgage and in any riders described above signed by
	(Sea!)	NUMARK BUILDING AND DEVELOPMENT, INC. (Seal)
	(Scal)	BY: 20 Laxie M. Romano, Its President (Seal)
 LCKNOUNDE	GMENT: STATE OF ALABAMA, Jeff	
10 mm	the undersigned	erson, County a Notary Public in and for said county and in said state, hereby certify that
	Marie M. Romano,	
5 X X X	whose name(s) signed to the forego	ing conveyance, and who known to me, acknowledged
Individ ()		ontents of the conveyance, known to me, acknowledged
158.25 158.25		
Corporate H	whose name(s) as President corporation, is signed to the foregoing conveya	of the Numark Building and Development, Inc., a noce and whois_known to me, acknowledged before me on this day
Corporate III	that, being informed of the contents of the conveyor	nce,shesay such officer and will full authority, executed the
	Officen under my hand this the 9th day of	
	Heturn 10: Moncus & Ward, P.C.	(Netary Public)
	2100 SouthBridge Parkway	ALABAMA
ARW_1 54923	Suite 650 Birmingham, AL 35209	11-9-99
		-

BARW_L 54923

- 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 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 the terms acceptable to you at my expense and for your benefit. All insurance policies shall include a standard mortgage clause in favor of you. you will be named as loss payce 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. In the event that the indebtedness owing hereunder shall not be paid upon demand following any acceleration or maturity, then this mortgage shall be subject to foreclosure at your option, with notice to me of your exercise of such option being hereby expressly waived. In that event, you shall have the right to enter upon and take possession of the property and after or without taking such possession to sell the same, between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power to sell the property, before the courthouse door of the county (or division thereof) where the property, or any substantial part of the property, is located, at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said county. If the property is located in more than one county, a similar publication will be made in all counties where the property is located. Upon payment to you of the purchase price at such foreclosure, you are authorized to execute to the purchaser for and in our names a good and sufficient deed to the property sold. You agree to apply the proceeds of any such sale or sales under this mortgage as follows: (a) to the expenses of the sale, including, but not limited to, reasonable attorney's fees; (b) to the payment of any amounts that may have been expended or may be necessary to expend in paying insurance, taxes and other encumbrances; (c) to the payment of the secured debt hereby secured; and (d) the balance, if any, will be paid over to us or to whomsoever shall be legally entitled to it. You may bid and become the purchaser of the property at
- 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. Waiver of Homestead. I hereby waive all right of homestead exemption in the property.
- 9. 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.
- 10. Authority of Mortgagee 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 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 inspection.
- 12. Condemnation. I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all of 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 successor 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 in the above situations if it is prohibited by federal law as of the date of this mortgage.
- 17. Release. When there shall occur the "payment or satisfaction of the real property mortgage debt" (as such term is defined in § 35-10-26 of the Code of Alabama), and all underlying agreements have been terminated, this mortgage will become null and void and you will release this mortgage.

Inst # 1993-16844

06/10/1993-16844 12:26 PM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 002 HCD 158.25