KCiC-U34

IS INSTRUMENT PREP	ARED BY (Name) .	Renee McDonald	Central Bank of	The South	<u> </u>
	(Address	701 So. 32nd St	. Birmingham, Al	1. 35 <u>233</u>	<u></u>
ATE OF ALABAMA UNTY OF Jefferso	n)		REAL EST	ATE MO	RTGAGE
will sometimes be called " (C) "Lender." Central Bank formed and which exists us Lender's address is (D) "Note." The note signed owe Lender Twen plus interest, which I have July 10 (E) "Property." The property The property subject to the terror am giving Lender these is and and and and and are related to the terror and giving Lender these is and and and and and and are related to the terror and giving Lender these is and and	s DOCUMENT ment, which is dated chael L_ Edmond Borrower" and sometime of The South nder the laws of the State 701 So_ 32nd ad by Borrower and date ty Six Thousand promised to pay in pay promised to pay in pay	will be te of Alabama or the United St. Birmingham. If June 25 I Four Hundred Doments of principal and interestal payment may be a ballow in the section titled "Designation of the property and the section titled "Designation of the property of the prop	called "Lender." Lender is a States. Al. 35233 , 19 93, will be called "Lars & No/100*** est for on payment which may be cription Of The Property" we that the law gives to lenders ight result if I fail to:	led the "Note." The ****** years with a five financed from the will be called the " who hold mortgates who hold mortgates.	he Note shows that I ******* Dollars, nal payment due on ime to time. Property." ghts that I have in the iges on real property.
Property; (C) Pay, with interest (D) Pay any other an another loan from Le	t, any other amounts the nounts that I may owe Li inder or my guaranty of	der spends under this worth at Lender lends to me as Fu ender, now or in the future, in a loan to someone else by ements under this Mortgage (through (E) above, this Mort	ture Advances under Parag actuding any amounts that I Lender (sometimes referred and under the Note.	graph 8 below; become obligated I to as "Other De	d to pay as a result of bts"); and
requirement will be called If I fail to make Immediate courthouse in the county v in lots or parcels or as one against the balance due t Notice of the time, place a three (3) consecutive wee the power and authority to auction, and use the mor (1) all expenses of t (2) all amounts that (3) any surplus, that	I under the Note and under Immediate Payment in Pull, Lender where the Property is location Borrower. and terms of sale will be sky in a newspaper of get convey by deed or other sale, including advertise amount remaining after the public sale does to the public sale does to the public sale does to the public auction.	may sell the Property at a pated. The Lender or its attornublic auction. The Property value of the public by public and circulation in the counter instrument all of my rights	whic auction. The public aucy agent or representative (will be sold to the highest bide to where the sale will be held in the Property to the buyer attorney's and auctioneer's age; and waid to the Borrower or as not amounts I owe Lender upon to the buyer and amounts I owe Lender upon to the buyer and amounts I owe Lender upon to the buyer and amounts I owe Lender upon to the Borrower or as not amounts I owe Lender upon to the Borrower or as not amounts I owe Lender upon to the Borrower or as not amounts I owe Lender upon to the Borrower or as not amounts I owe Lender upon the Borrower or as not amounts I owe Lender upon the Borrower or as not amounts I owe Lender upon the Borrower or as not a solution to the Borrower or as not amounts I owe Lender upon the Borrower or as not a solution to the Borrower or as not a	ction will be held a [the "auctioneer"] der, or if purchases cription of the Prop d. The Lender or a r (who may be the s fees; hay be required by under the Note an	at the front door of the may sell the Property d by Lender, for credi perty once a week for auctioneer shall have Lender) at the public by law.
The Property is describe (A) The property which i	d in (A) through (J) belo	w: 1357	Alabaster, Al.	35007	<u> </u>
This property is in legal description:	Shelby	_County in the State of	Alabama		It has the following
		EE ATTACHED EXHIB EGAL DESCRIPTION.	IT "A" FOR		
			Inst * 1993-i	9950	
<u>n/a</u>		st be completed:] This proper (called the "Condominiu 1	ty is part of a condominium p	project known as _ Chicles my unit an	d all of my rights in the
common elements of the (B) All buildings and other	Condominium Project; or improvements that are	located on the property descr	id entity ea ragkan h Jungs M iss 10 9HET9 99 aragkan h Jungs Mi ss 1005 MCD 59.1	980MON;	

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(over)

(C) All rights in other property that I have as owner of the property described in paragraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the property;"

(D) All rents or royalties from the property described in paragraph (A) and (B) of this section;

- (E) All mineral, oil and gas rights and profits, water rights and water stock that are part of the property described in paragraph (A) of this section; (F) All rights that I have in the land which lies in the streets or roads in front of, or next to, the property described in paragraph (A) of this section;
- (G) All fixtures that are now or in the future will be on the property described in paragraphs (A) and (B) of this section, and all replacements of and additions to those fixtures, except for those fixtures, replacements or additions that under the law are "consumer goods" and that I acquire more than twenty (20) days after the date of the Note;

(H) All of the rights and property described in paragraphs (A) through (F) of this section that I acquire in the future;

(1) All replacements of or additions to the property described in paragraphs (B) through (F) and paragraph (H) of this section; and

(J) All judgements, awards and settlements arising because the property described in paragraph (A) through (I) of this section has been condemned or damaged in whole or in part (including proceeds of insurance); provided, however, that any sum received by Lender will be applied to payments which I owe under the Note, in reverse order of maturity.

BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that except for the "exceptions" listed in the description of the Property: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

I promise and I agree with Lender as follows:

1. BORROWER'S PROMISE TO PAY PRINCIPAL AND INTEREST UNDER THE NOTE AND TO FULFILL OTHER PAYMENT OBLIGATIONS

I will promptly pay to Lender when due: principal and interest under the Note; late charges and prepayment charges as stated in the Note; principal and interest on Future Advances that I may receive under Paragraph 8 below; any amounts expended by Lender under this Mortgage; and all Other Debts.

2. LENDER'S APPLICATION OF BORROWER'S PAYMENTS

Unless the law requires or Lender chooses otherwise, Lender will apply each of my payments under the Note and under Paragraph 1 above in the following order and for the following purposes:

(A) First to pay interest then due under the Note; and

(B) Next, to late charges, if any; and

(C) Next, to Lender's costs and expenses, if any; and

(D) Next, to pay principal then due under the Note.

3. BORROWER'S OBLIGATION TO PAY CHARGES AND ASSESSMENTS AND TO SATISFY CLAIMS AGAINST THE PROPERTY

will pay all taxes, assessments, and any other charges and fines that may be imposed on the Property and that may be superior to this Mortgage and will make timely payments on any notes or other obligations secured by one or more mortgages superior to this Mortgage. I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will do this by making payments, when they are due, directly to the persons entitled to them. (In this Mortgage, the word "person" means any person, organization, governmental authority, or other party.) Upon request, I will give Lender a receipt which shows that I have made these payments.

Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "lien." I will promptly pay or satisfy all liens against the Property that may be superior to this Mortgage. However, this Mortgage does not require me to satisfy a superior lien if:

(A) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves the way in which I agree to pay that obligation; or (B) I, in good faith, argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced and no part of the Property must be given up.

Condominium Assessments

If the Property includes a unit in a Condominium Project, I will promptly pay when they are due all assessments imposed by the owners association or other organization that governs the Condominium Project. That association or organization will be called the "Owners Association."

4. BORROWER'S OBLIGATION TO OBTAIN AND TO KEEP HAZARD INSURANCE ON THE PROPERTY

(A) Generally

I will obtain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies, and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. Lender may not require me to obtain an amount of coverage that is more than the value of all buildings and other improvements on the Property.

I may choose the insurance company, but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All of the insurance policies and renewals of those policies must include what is known as a "standard mortgage clause" to protect Lender. The form of all policies and the form of all renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals.

will pay the premiums on the insurance policies by paying the insurance company directly when the premium payments are due. If Lender requires, I will promptly give Lender all receipts of paid premiums and all renewal notices that I receive.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company is called "proceeds." The proceeds will be used to reduce the amount that I owe to Lender under the Note and this Mortgage, unless Lender and I have agreed to use the proceeds for repairs, restoration or otherwise.

The Lender has the authority to settle any claim for insurance benefits and to collect the proceeds. Lender then may use the proceeds to reduce the amount that I owe to Lender under the Note and under this Mortgage or to repair or restore the Property as lender may see fit.

If any proceeds are used to reduce the amount of principal which I owe to Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and this Mortgage. However, Lender and I may agree in writing to those delays or changes.

If Lender acquires the Property by purchase at foreclosure sale, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender will belong to Lender. However, Lender's rights in those proceeds will not be greater than the amount that I owe to Lender under the Note and under this Mortgage.

(B) Agreements that Apply to Condominiums

(i) If the Property includes a unit in a Condominium Project, the Owners Association may maintain a hazard insurance policy which covers the entire Condominium Project. That policy will be called the "master policy." So long as the master policy remains in effect and meets the requirements stated in this Paragraph 4: (a) my obligation to obtain and to keep hazard insurance on the Property is satisfied; and (b) if there is a conflict, concerning the use of proceeds, between (1) the terms of this Paragraph 4, and (2) the law or the terms of the declaration, by-laws, regulations or other documents creating or governing the Condominium Project, then that law or the terms of those documents will govern the use of proceeds. I will promptly give Lender notice if the master policy is interrupted or terminated. During any time that the master policy is not in effect, the terms of (a) and (b) of this subparagraph 4(B) (i) will not apply.

(ii) If the Property includes a unit in a Condominium Project, it is possible that proceeds will be paid to me instead of being used to repair or to restore the Property. I give Lender my rights to those proceeds. All of the proceeds described in this subparagraph 4(B) (ii) will be paid to Lender and will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage. If any of those proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. The use of proceeds to reduce the amount that I owe to Lender will not be a prepayment that is subject to the prepayment charge provisions, if any, under the Note.

5. MONTHLY PAYMENTS FOR TAXES AND INSURANCE

Under paragraphs 3 and 4 of the Mortgage, Borrower is required to pay all taxes, assessments and hazard insurance premiums and upon request of Lender furnish receipts for such payments. As an alternative to the payment of such amounts directly by Borrower, Lender may at its option require Borrower at any time to make monthly payments to Lender for taxes and insurance.

(1) Borrower's Obligation to Make Monthly Payments to Lender for Taxes and insurance I will pay to Lender all amounts necessary to pay for taxes, assessments, ground rents (if any), and hazard insurance on the Property and

mortgage insurance (if any). I will pay those amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless the law requires otherwise. I will make those payments on the same day that my monthly payments are due under the Note.

The amount of each of my payments under this Paragraph 5 will be the sum of the following:

One-twelfth of the estimated yearly taxes, assessments and ground rents (if any) on the Property which under the law may be superior to this Mortgage; plus

One-twelfth of the estimated yearly premium for hazard insurance covering the Property; plus

(iii) One-twelfth of the estimated yearly premium for mortgage insurance (if any).

Lender will determine from time to time my estimated yearly taxes, assessments, ground rents and insurance premiums based upon existing assessments and bills, and reasonable estimates of future assessments and bills. (Taxes, assessments, ground rents and insurance premiums will be called "taxes and insurance.") The amounts that I pay to Lender for taxes and insurance under this Paragraph 5 will be called the "Funds."

If, when payments of taxes and insurance are due, Lender has not received enough Funds from me to make those payments, I will pay to Lender whatever additional amount is necessary to pay the taxes and insurance in full. I must pay that additional amount in one or more payments as Lender may require.

(2) Lender's Obligations Concerning Borrower's Monthly Payments for Taxes and Insurance

Lender will keep the Funds in a savings or banking institution. If Lender is such an institution than Lender may hold the Funds. Except as described in this Paragraph 5, Lender will use the Funds to pay taxes and insurance. Lender will give to me, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Funds on deposit, for using the Funds to pay taxes and insurance, for analyzing my payment of Funds, or for receiving, verifying and totalling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Funds and if the law permits Lender to make such a charge. Lender will not be required to pay me any interest on the Funds unless Lender agrees in writing to pay interest on the Funds.

If Lender's estimates are too high or if taxes and insurance rates go down, the amounts that I pay under this Paragraph 5 will be too large. If this happens at a time when I am keeping all of my promises and agreements made in the Mortgage, I will have the right to have the excess amount either promptly repaid to me as a direct refund or credited to my future monthly payments of Funds. There will be excess amounts if, at any time, the sum of (a) the amount of Funds which Lender is holding or keeping on deposit, plus (b) the amount of the monthly payment of Funds which I still must pay between that time and the due dates of taxes and insurance, is greater than the amount necessary to pay the taxes and insurance when they are due.

When I have paid all of the amounts due under the Note and under the Mortgage, Lender will promptly refund to me any Funds that are then being held or kept on deposit by Lender. If, under the provisions of the Mortgage, either Lender acquires the Property or the Property is sold, then immediately before the acquisition or sale, Lender will use any Funds which Lender is holding or has on deposit at that time to reduce the amount that I owe to Lender under the Note and under the Mortgage.

BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL OBLIGATIONS IN LEASE, AND AGREEMENTS ABOUT CONDOMINIUMS

(A) Agreements about Maintaining the Property and Keeping Promises in Lease I will keep the Property in good repair. I will not destroy or substantially change the Property, and I will not allow the Property to deteriorate. If I do not own but am a tenant on the Property, I will fulfill my obligations under my lease.

(B) Agreements that Apply to Condominiums If the Property is a unit in a Condominium Project, I will fulfill all of my obligations under the declaration, by-laws, regulations and other documents that create or govern the Condominium Project. Also, I will not divide the Property into smaller parts that may be owned separately (known as "partition or subdivision"). I will not consent to certain actions unless I have first given Lender notice and obtained Lender's consent in writing.

Those actions are: (a) The abandonment or termination of the Condominium Project unless the abandonment or termination is required by law;

(b) Any significant change to the declaration, by-laws or regulations of the Owners Association, trust agreement, articles of incorporation, or other documents that create or govern the Condominium Project, including, for example, a change in the percentage of ownership rights held by unit owners in the Condominium Project; and

(c) A decision by the Owners Association to terminate professional management and to begin self-management of the Condominium Project.

7. LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY If: (A) I do not keep my promises and agreements made in this Mortgage, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, a legal proceeding in bankruptcy, in probate, for condemnation, or to enforce laws and regulations), then Lender may do and pay for whatever is necessary to protect the Property and Lender's rights in the Property. Lender's actions under this Paragraph 7 may include, for example, obtaining insurance on the Property, appearing in court, paying reasonable attorney's fees, and entering on the Property to make repairs.

I will pay to Lender any amounts, with interest, which Lender spends under this Paragraph 7. This Mortgage will protect Lender in case I do not keep this promise to pay those amounts, with interest at the same rate stated in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and I may agree in writing to terms of payment that are different from those in this paragraph. Although Lender may take action under this Paragraph 7, Lender does not have to do so.

AGREEMENTS ABOUT FUTURE ADVANCES AND REFINANCING

I may ask Lender to make one or more loans to me in addition to the loan that I promise to pay under the Note, or to refinance the amount due under the Note. Lender may, before this Mortgage is discharged, make additional loans to me or refinance the amount due under the Note.

LENDER'S RIGHTS IF BORROWER TRANSFERS THE PROPERTY If I sell or transfer all or part of the Property or any rights in the Property, Lender will require immediate Payment in Full.

10. CONTINUATION OF BORROWER'S OBLIGATIONS

My obligations under this Mortgage are binding upon me, upon my heirs and my legal representatives in the event of my death, and upon anyone who obtains my rights in the Property.

Lender may allow a person who takes over my rights and obligations to delay or to change the amount of the monthly payments of principal and interest due under the Note or under this Mortgage. Even if Lender does this, however, that person and I will both still be fully obligated under the Note and under this Mortgage unless Lender specifically releases me in writing from my obligations.

Lender may allow those delays or changes for a person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a person for not fulfilling obligations under the Note or under this Mortgage, even if Lender is requested to do so.

11. CONTINUATION OF LENDER'S RIGHTS

Even if Lender does not exercise or enforce any right of Lender under the Note, this Mortgage or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will still have the right to demand that I make Immediate Payment in Full of the amount that I owe to Lender under the Note and under this Mortgage.

12. LENDER'S ABILITY TO ENFORCE MORE THAN ONE OF LENDER'S RIGHTS; OBLIGATIONS OF BORROWER; AGREEMENTS **CONCERNING CAPTIONS**

Each of Lender's rights under this Mortgage is separate. Lender may exercise and enforce one or more of these rights, as well as any of Lender's other rights under the law, one at a time or all at once.

If more than one person signs this Mortgage as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Mortgage. Lender may enforce Lender's rights under this Mortgage against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under the Note and under this Mortgage. However, if one of us does not sign the Note, then: (A) that person is signing this Mortgage only to give that person's rights in the Property to Lender under the terms of this Mortgage; and (B) that person is not personally obligated to make payments or to act under the Note or under this Mortgage.

The captions and titles of this Mortgage are for convenience only. They may not be used to interpret or to define the terms of this Mortgage.

term of this Mortgage or of the Note conflicts with the law, all other terms of this Mortgage and of the Note will still remain in effect if they can be given effect without the conflicting term. This means that any terms of this Mortgage and of the Note which conflict with the law can be separated from the remaining terms, and the remaining terms will still be enforced. By signing this Mortgage I agree to all of the above. all X. Edmond Michael L. Edmonds Ayon B. Edmonds STATE OF ALABAMA COUNTY OF Jefferson _____, a Notary Rublic in and for said County, in said State, hereby certify that the undersigned Michael L. Edmonds and wife Joyce B. Edmonds , whose name(s) ____ are signed to the foregoing known to me, acknowledged before me on this day that, being informed of the contents of this instrument, instrument and who __are_ they executed the same voluntarily on the day the same bears date. _<u>25th__</u> day of _____ June. Given under my hand and official seal this _ My commission expires: ... **Notary Public** STATE OF ALABAMA **COUNTY OF** , a Notary Public in and for said County, in said State, hereby certify that a ______ is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, ______, as such _____ and with full authority, executed the same voluntarily for and as the act of said ______. Given under my hand and official seal this ______ day of _____, 19_____, 19_____. My commission expires: Notary Public

The law that applies in the place that the Property is located will govern this Mortgage. The law of the State of Alabama will govern the Note. If any

13. LAW THAT GOVERNS THIS MORTGAGE

EXHIBIT A

TRACT 1: COMMENCE AT THE NE CORNER OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 1 EAST; THENCE RUN WEST ALONG THE NORTH LINE OF SAID SECTION FOR 15.01 FEET THENCE TURN 88 DEG. 02 MIN. 02 SEC. LEFT AND RUN FOR A DISTANCE OF 30 FEET TO THE WESTERLY RIGHT OF WAY OF AIRPORT ROAD AND THE POINT OF BEGINNING; THENCE TURN 88 DEG. 02 MIN. 02 SEC. RIGHT AND RUN FOR 651.88 FEET ALONG SAID RIGHT OF WAY; THENCE TURN 90 DEG. 6 MIN 6 SEC. LEFT AND RUN FOR 643.20 FEET; THENCE TURN 89 DEG. 47 MIN. 18 SEC. LEFT AND RUN FOR 628.60 FEET TO THE EASTERN RIGHT OF WAY A COUNTY ROAD; THENCE TURN 87 DEG. 44 MIN. 42 SEC. LEFT AND RUN NORTHERLY ALONG SAID RIGHT OF WAY FOR 644.80 FEET TO THE POINT OF BEGINNING.

TRACT 2: COMMENCE AT THE NW CORNER OF THE NE 1/4 OF NE 1/4 OF SECTION 3, TOWNSHIP 21 SOUTH, RANGE 1 EAST; THENCE RUN SOUTH ALONG THE WEST LINE OF SAID 1/4-1/4 FOR 240.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST DESCRIBED COURSE FOR 431.91 FEET; THENCE TURN 89 DEG. 52 MIN. 25 SEC. LEFT AND RUN FOR 628.17 FEET; THENCE 90 DEG. 72 MIN. 12 SEC. LEFT AND RUN FOR 643.12 FEET TO THE SOUTHERLY RIGHT OF WAY OF SHELBY COUNTY ROAD #48; THENCE TURN 89 DEG. 53 MIN. 54 SEC. LEFT AND RUN ALONG THE RIGHT OF WAY OF SAID ROAD FOR 417.11 FEET; THENCE 90 DEG. 06 MIN 06 SEC. LEFT AND RUN FOR 210.00 FEET; THENCE TURN 90 DEG. 06 MIN. 06 SEC. RIGHT AND RUN FOR 210.0 FEET TO THE POINT OF BEGINNING.

Inst # 1993-19950

O7/O8/1993-19950 10:55 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 005 NCD 59.10