CHARD A. NEATHAMMER CAMBER	<u>. </u>	This instrument was prepared by (Name) Wanda Franklin Bank of Alabama
INDEPLICATION **NORTICACON** **NORTICACON** **NORTICACON** **North MORTICACON** **N	RICHARD A. NEATHAMMER	(Address) 2100-A Southbridge Parkway Suite 535
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The secured debt outstanding on the date of the Author debt and any and all other documents required to close this stransaction. Promissory Note, Discount and any and all other documents required date date this mortgage and the dates the configuration under the agreement are contemplated and will any any date and properly in the property and the above agreement and any and all other documents represented them. Second debt and the performance of the concentration of the mortgage and the accordably in the mortgage and all modifications, culculations and receivable afternations and agreements executed by this mortgage and all modifications, culculations and receivable and agreements executed by this mortgage and all modifications, culculations and receivable and agreements executed by the mortgage and the dates thereofy. New Promissory Note, Disclosure and any and all other documents required to close this transaction.	OPERTY ADDRESS: 1 5132 Jameswood Drive	Birmingham Alabama 35244 (Zip Code)
10, Page 45, in the Probate Office of Shelby County, Alabama. Incel II: Lot 9, according to the Survey of Greystone - 1st Sector, Phase V as recorded in Map Book 16, Page 62, in the Probate Office of Shelby County, Alabama. Iboaled in Shelby County, Alabama Lice I comensal and warrant title to the property, execut or first mortgage from Richard A, Neathermer and Tina P, Neathermer Tina P, Neathermer and Tina P, Neathermer T	rcel I: !nt 9. according to the Surve	ey of Jameswood, First Sector, as recorded in May but
Map Book 16, Page 62, in the Probate Office of Snelby County, Alabama. 100-2014 in Shelby County, Alabama. 112. I consent and warrant title to the property, except for first mortgage from Richard A, Neathammer and Ting P, Neathammer and King P, Neathammer and Ting P, Neathammer and King P, Neathammer and King P, Neathammer and King P, Neathammer and Ting P, Neathammer and King P, Neath	10, Page 45, in the Probate 0	of Shelby County, Alabama.
LE I covenant and warrant title to the projectly execut for first mortgage from Richard A, Neatharmer and Ting P, Neatharmer Bank of Alabama recorded in Ins. 1992-8170 and represented in No. 1992-1909, as 10 PAR. 1: UNID DEUT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I over you under this mortgage or under my instrument secured by this mortgage and all anodifications, actorious and excess tierced. The sectored debt outstanding on the date of this Mortgage is evidenced by (List all instruments and agreements secured by this mortgage or under the late of the corporation). Policy Advances: All amounts owed under the above and any and all other documents required to close this transaction. Policy Advances: All amounts owed under the above and any and all other documents required to close this transaction. Revolving credit loan agreement duced April 4, 1994. All amounts owed under the agreement are contemplated and will have priority to the same extent as if made on the date this mortgage is exceeded. Revolving credit loan agreement duced April 4, 1994. All amounts owed under the priority to the same extent as if made on the date this mortgage is exceeded. The both unpude balance accuped by this mortgage at any one time shall not exceed a maximum principal amount of the property. With interest on such distributions of the loan agreement containing the terms under which the interest rate may vary seconding to the terms of that obligation. A copy of the loan agreement containing the terms under which the interest rate may vary is attacked to this mortgage and made a part between the contemplated. A commercial AB Home Equity NATURES: By signing below, I agree to the terms and covenants contained on both pages of this mortgage and in any riders described above signed by whose name(s) are all pages of the contents of	rcel II: Lot 9, according to the Surve Map Book 16, Page 62, in the	ey of Greystone - 1st Sector, Phase V as recorded in Probate Office of Shelby County, Alabama.
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The above obligation is due and payable on May -10-2014 if not paid earlier. SHEIN CHARTY JUNEAR 188-50 188	may yet be advanced. Puture advances under the ag	greement are contemplified and will be required and will the priority to the same extent
The total unpaid balance accured by this mortgage at any one time shall not exceed a maximum principal amount of: Sixty-Tive Thousand and no 1000 Dollars (3, 65, 900, 90 Dollars (4, 65, 900, 90	The above obligation is due and payable on May -10-20!	14 if not poid cartier. SHELBY COUNTY JUNES. OF TRADITION 108.50
Variable Rate: The interest rate on the obligation secured by this mortgage may vary according to the terms of that obligation. A copy of the loan agreement containing the ferms under which the interest rate may vary is attached to this mortgage and made a part hereof. Commercial Home Equity NATURUS: By signing below, I agree to the terms and covenants contained on both pages of this mortgage and in any riders described above signed by me. RICHARD A!. NEATHAMMER (Scal) TINA P. NEATHAMMER (Scal) COUNTY THE UNDERSTORM (Scal) COUNTY The Undersigned a Notary Public in and for said county and in said state, hereby certify that Richard A. Neathammer and wife. Tina P. Neathammer whose name(s) are signed to the foregoing conveyance, and who before me on this day that, being informed of the contents of the conveyance. They executed the same voluntarily on the date the same bears date. Whose name(s) as signed to the foregoing conveyance and who be some to me, acknowledged executed the same voluntarily on the date the same bears date. Whose name(s) as signed to the foregoing conveyance and who be same to me, acknowledged the conveyance, and who same voluntarily on the date the same bears date. Whose name(s) as signed to the foregoing conveyance and who be same voluntarily on the date the same bears date. Whose name(s) as signed to the foregoing conveyance and who be same voluntarily on the date the same bears date. Appel Artificiary Fublic: ALABAMA	The total unpoid balance secured by this mortgage at any on Sixty-five Thousand and no/100	ne time shall not exceed a maximum principal amount of: Dotlars (\$ 65,000.00).
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EIRS: Commercial Home Equity NATURES: By signing below, I agree to the terms and covenants contained on both pages of this mortgage and in any riders described above signed by me. RICHARD A. NEATHAMMER (Seal) RICHARD A. NEATHAMMER (Seal) COUNTY I. TINA P. NEATHAMMER (Seal) COUNTY II TINA P.	_	
NATURUS: By signing below, I agree to the terms and covenants contained on both pages of this mortgage and in any riders described above signed by me. RICHARD AI. NEATHAMMER (Seal) INOWLEDGMENT: STATE OF ALABAMA, Jeferson , County the undersigned a Notary Public in and for said county and in said state, hereby certify that Richard A. Neathammer and wife, Tina P. Neathammer whose name(s) are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarity on the date the same bears date. whose name(s) as signed to the foregoing conveyance and who known to me, acknowledged executed the same voluntarity for and as the act of anid conveyance, and who known to me, acknowledged executed the same voluntarity for and as the act of anid conveyance, and who as such officer and will full authority, executed the My commission expires: Alabama		te forms under which the interest rate may vary is attached to this mortgage and made a
RICHARD A'. NEATHAMMER (Seal)	DERS: Commercial M Home Equity	
RICHARD AI. NEATHAMMER (Seal) (NOWLUDGMENT: STATE OF ALABAMA,		its contained on both pages of this mortgage and in any riders described above signed by
(Seal) (Seal) (NOWLEDGMENT: STATE OF ALABAMA,		Scal) - Time Di Douthon (Scal)
ALABAMA County C		
whose name(s) are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the date the same bears date. whose name(s) as of the corporation, signed to the foregoing conveyance and who known to me, acknowledged executed the same that, being informed of the contents of the conveyance, as such officer and will full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand this the 4th day of My commission expires: (Notary Fubile) ALABAMA	· · · · · · · · · · · · · · · · · · ·	(ocal)
whose name(s) are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the date the same hears date. whose name(s) as	KNOWLUDGMENT: STATE OF ALABAMA,	
whose name(s) as of the of the corporation, signed to the foregoing conveyance and who known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and will full authority, executed the same voluntarity for and as the act of said corporation. Given under my hand this the4 th day of	<u>Richard A. Neathammer</u>	<u>r and wife, Tina P.Neathammer</u>
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corporation, signed to the foregoing conveyance and who known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, ne, as such officer and will full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand this the 4 + h day of Appli 1994 My commission expires: (Notary Public) ALABAMA	whose esme(s) as	of the
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- 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 selectuled payment until the secured debt is paid in full.
- 2. Claims against Title. I will puy all taxes, assessments, liens and encombrances 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 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. 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 self 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 self 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 enrumbrances; (c) to the payment of the secured debt hereby secured; and (or 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 I.
- 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 Hound. 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 Murtgagor. 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 # 1994-11172

04/06/1994-11172 10:40 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 002 NCD 108.50