REAL ESTATE MORTGAG  (Alabama)  ORDS USED OFTEN IN THIS DOCUMENT  [A] Morigage." This document, which is dated May 23 19.94, will be called the "Morigage."  [B] Borrower." Thissake. Ex. Direction and wife, Beth. B. Dutton will sometimes be called "Borrower" in direction and wife, Beth. B. Dutton will sometimes be called "Borrower" in several fine State (Alabama or White) be saled "Lander: Lander is a corporation or association whe was formed and which easies the several fine State (Alabama or White) begins the lander is a corporation or association whe was formed and which easies in the several fine State (Alabama or White) several (Lander: Lander is a corporation or association whe was formed and which easies in the several fine State (Alabama or White) several (Lander: Lander is a corporation or association whe was formed and which easies and the several s		(Address)	#10 Inverness	Center Parkway, S	te. 110
CROS USED OFFEN THIS DOLUMENT  (A) Mortgage, "This pocument, which is dated May 23 19.94", will be called the "Mortgage."  (B) Borrower "Thomas E. Drutton and wife, Beth B. Dutton  (C) "Lander" Compass Bank"  A was formed and which pairs under the laws of the State of Alabama or the Linder States. Lander's address is 505 North 20th Street, Birandshea At 35233  (D) "Note." The note signed by Borrowar and dated — May 23 19.94", will be called "Lander". Lender is a corporation or association who associated his owner and dated — May 23 19.94", will be called "Index". Lender so address is 505 North 20th Street, Birandshea At 35233  (D) "Note." The note signed by Borrowar and dated — May 23 19.94", will be called the "Note." The Note shows the own Lander's address is 505 North 20th 15treet, Birandshea At 35233  (D) "Note." The note signed by Borrowar and dated — May 23 19.94", will be called the "Note." The Note shows the own Lander's address of the property in the called the "Property" on the property in the property will be called the property in the property in the property will be called the property in		<b>()</b>			
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(B) Borrower: Throase E. Dritton and vife, Beth B. Dutton  will sometimes be called "Borrower" and sometimes simply 1"  (C) "Londer." Compass Bank  was formed and which exists under the laws of the Siste of Alabama or the United States.  Londer's address is 505 North 20th Street, Birsinghes XI, 35203  (D) "Note." The lone signed by Borrower and dissed May 23.  19.94. will be called the "Note." The Note shows the Open and the Compass of t	(A) "Mortgage." This documen	nt, which is dated	May 23	, 19 <u>94</u> , will be calle	ed the "Mortgage."
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plus interest, which I have promised to pay in payments of principal and interest for	(D) "Note." The note signed by	y Borrower and dated	May 23	, 19 <u>94</u> , will be d	
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(B) Pay, with interest, any amounts that Lender spends under this Mortgage to protect the value of the Property or Lender's rights in Property.  (C) Pay, with interest, any other amounts that Lender lends to me as Future Advances under Paragraph 8 below.  (D) Pay any other amounts that I may owe Lender, now or in the future, including any amounts that I become obligated to pay as a result another loan from Lender or my guaranty of a loan to aometic see by Lender (sometimes referred to as "Other Debts"); and (E) Keep all of my other promises and agreements listed in (A) through (E) above, this Mortgage and the transfer of my rights in the Property will become v and will end.  **RIVER'S RIGHTS IF BORROWER FAILS TO KEEP PROMISES AND AGREEMENTS**  If I tall to keep any of the promises and agreements made in this Mortgage or in the Note, Lender may require that I pay immediately the en amount remaining unpaid under the Note and under this Mortgage. Lender may do this without making any further demand for payment. To the second of the property of the promises and agreements in Full."  It list to take the country where the Property is located. The Lender may ado this without making any further demand for payment. To the property of the promises are seen that this public auction. The public auction will be held at the from door of courtnouser in the country where the Property is located. The Lender or its attorney, agent or representative this "auctioneer" I may sell the Property in los or parcels or as one unit as its see that this public auction. The Property will be sold to the highest bidder, or it purchased by Lender, for or against the balance due from Borrower.  Notice of the time, piace and terms of sale will be given to the public by publishing the notice with a description of the Property or against the balance due from Borrower.  Notice of the time, piace and surface and property is a public auction or the representative filter is a public auction. The Property is described in the Property of the property is	I am giving Lender these rights	s to protect Lender fro	om possible losses that	t might result if I fail to:	
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(D) Pay any other amounts that I may owe Lender, now or in the future, including any amounts that I become obligated to by as a revolution and the control from Lender or or my guaranty of a loan to someone else by Lender (sometimes referred to as "Other Debts"); and (E) Keep all of my other promises and agreements under this Mortgage and under the Note.  If I keep the promises and agreements listed in [A) through (E) above, this Mortgage and under the Note.  If I lial to keep any of the promises and agreements made in this Mortgage or in the Note, Lender may require that I pay immediately the en amount remaining unpaid under the Note and under this Mortgage. Lender may do this without making any further demand for payment. Trequirement will be called Immediate Payment in Full. Entitl 1 lial to make immediate Payment in Full. Entit I lial to make immediate Payment in Full. Entit spull caucitor. The public auction will be held at the front door of courthouse in the county where the Property is cased. The Lender or its attorney, agent or representative the "auctioners" may sell the Property in los or parces or as one unit as it sees if it this public auction. The Property will be sold to the highest bidder, of it purchased by Lender, for or against the balance due from Borrower.  Notice of the time, place and terms of sale will be given to the public by publishing the notice with a description of the Property once a week three (3) consecutive weeks in a newspaper of general circulation in the county where the sale will be held. The Lender or auctioners shall his power and authority to convey by deed or other instrument all of my rights in the Property to the buyer (who may be the Lender) at the publicance, and use the money received from the public auction on the county where the sale will be held. The Lender or auctioners shall his power and authority to convey by deed or other instrument all of my rights in the Property to the Lender from the public auction.  Secretically the "Depth of the Secretic Auction of th	Property;				
another loan from Lender or my guaranty of a loan to someone less by Lender (sometimes referred to as "Other Debts"); and  [E] Keep all of my other promises and agreements listed in [A] through [E] above, this Mortgage and the transfer of my rights in the Property will become v and will end.  ENDER'S RIGHTS IF BORROWER FAILS TO KEEP PROMISES AND AGREEMENTS  If Itali to keep any of the promises and agreements made in this Mortgage or in the Note, Lender may require that I pay immediately the en amount remaining unpaid under the Note and under this Mortgage, Lender may do this without making any further demand for payment. If Itali I to keep any of the promises and agreements made in this Mortgage, Lender may do this without making any further demand for payment. If Itali I to make immediate Payment in Full, Lender may self the Property at a public auction. The public auction will be held at the front door of courthouse in the county where the Property is located. The Lender or its attorney, agent or representative (the "auctioneer") may self the Property in dos or parcels or as one unit as it sees fit at this public auction. The Property will be sold to the highest bidder, or if purchased by Lender, for or Notice of the time, place and terms of sale will be given to the public by publishing the notice with a description of the Property once a week three [3] consecutive weeks in a newspaper of general circulation in the county where the sale will be held. The Lender or auctionseer shall hit the power and authority to convey by deed or other instrument all of my rights in the Property to the buyer (who may be the Lender) at the pub- auction, and use the money received to pay the following amounts:  [1] all expenses of the sale, including advertising and selling costs and attorney's and auctioneer's fees; [2] all amounts that lowe Lender under the Note and this Mortgage, I [3] any surplus, that amount remaining after paying [1] and [2], will be paid to the Borrower or as may be required by taw.  If the property is	(C) Pay, with interest, any (D) Pay any other amoun	y other amounts that : its that I may owe Ler	Lender lends to me as ider, now or in the future	Future Advances under Para e, including any amounts that	agraph a below; I become obligated to pay as a result c
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(called the "Child which in Project In his properly includes my unit and all of my rights in					
common elements of the Condominium Project;  (B) All buildings and other improvements that are located on the property described in paragraphs of this section;	[If the property is a condominium	m, the following must b	e completed:) This prop	enty is game at a mondo minimum r	project known as

(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.

#### 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

I 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.

I 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

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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:

- (i) 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
- (ii) 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.

## 8. 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.

## 9. 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.

1.0

	By eigning this Mortgage I agree to all of the above.
	Thomas E. Dutto
	Thomas E. Dutton
	Beth B. Dutton
	By:
	Its:
	110.
STATE OF ALABAMA ) COUNTY OF SHELBY )   W. Russell Beals, Attorney   Thomas E. Dutton and wife, Bet	, a Notary Public in and for said County, in said State, hereby certify that  th B. Dutton, whose name(s)are signed to the foregoing
setrument and who are known to me ackr	nowledged before me on this day that, being informed of the contents of this instrument.
	nowledged before me on this day that, being informed of the contents of this instrument, day the same bears date.
<b>they</b> executed the same voluntarily on the Given under my hand and official seal this <b>23rd</b>	day the same bears dateday of
<b>they</b> executed the same voluntarily on the Given under my hand and official seal this <b>23rd</b>	day the same bears date. day of, 19_94, 19_94
they executed the same voluntarily on the Given under my hand and official seal this 23rd  Ay commission expires: 09/21/94  STATE OF ALABAMA	day the same bears date. day of
Given under my hand and official seal this 23rd  Ay commission expires: 09/21/94  COUNTY OF	day the same bears date. day of
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Given under my hand and official seal this23rd	day the same bears date.
Given under my hand and official seal this23rd	day of
Given under my hand and official seal this 23rd  Ay commission expires: 09/21/94  STATE OF ALABAMA  COUNTY OF  I,  Indian who is known to me, acknowledged before me on this dianal and who is known to me, acknowledged before me on this dianal and who is known to me, acknowledged before me on this dianal and who is known to me, acknowledged before me on this dianal and who is known to me, acknowledged before me on this dianal and who is known to me, acknowledged before me on this dianal and who is known to me, acknowledged before me on this dianal and who is known to me, acknowledged before me on this dianal and who is known to me, acknowledged before me on this dianal and who is known to me, acknowledged before me on this dianal and who is known to me, acknowledged before me on this dianal and acknowledged before me o	day of

Notary Public

W. Russell Beals, Jr., Attorney at Law THIS INSTRUMENT PREPARED BY: (Name) #10 Inverness Center Parkway, Ste.110 (Address)

Birmingham AL 35242

STATE OF ALABAMA COUNTY OF SHELBY

**ADJUSTABLE RATE** MORTGAGE AMENDMENT

(1 Year Treasury Index — Simple Interest)

NOTICE: THE MORTGAGE AND THIS AMENDMENT SECURE AN ADJUSTABLE RATE NOTE WHICH CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE MAY RESULT IN HIGHER PAYMENTS OR A LARGER FINAL PAYMENT. DECREASES IN THE INTEREST RATE MAY RESULT IN LOWER PAYMENTS, A SMALLER FINAL PAYMENT, OR AN ADJUSTMENT OF THE MATURITY DATE.

	May 23, 1994, which I gave to & ed. ( ) which is recorded in the office				
allaono	, Page				
provisio	word "Note" used in the Mortgage and ons allowing Lender to change the interest rate index.	this Amendment shall	include an "Adjustable	e Rate Note." An Adjustable R	ate Note is a note containing cipal to be repaid as a result o
ADJUSTA	BLE RATE MORTGAGE AMENDMEN	Т			
In addit	tion to the promises and agreements I m	nake in the Mortgage, I	promise and agree wit	th Lender as follows:	
	terest Rate and Monthly Payment Ch				
	e Note provides for a beginning interest nts as follows:	rate of	percent. The No	ote provides for changes in the	interest rate and the monthly
4	4. INTEREST AND MONTHLY PAYME	ENT CHANGES			
	(A) Change Dates		_		
	The interest rate I will pay may omenth thereafter. Each date on which m  (B) The Index  Beginning with the first Change United States Treasury securities adjust	ny interest rate could ch Date, my interest rate v	nange is called a "Cha will be based on an inc	nge Date." dex. The Index will be the week	ly average yield on
<u> </u>	published in the "Key Money Rates" sect "Current Index." If the Index is no longer, Lender will give me notice of its choice.  (C) Calculation of Changes	tion of <b>USA TODAY.</b> Th available, the Lender w	e most recent Index figi vill choose a new Index	ure available before each Chang which is based upon comparat	ge Date is called the ble information. The
	On each Change Date, the Lend Index. This sum will be my new interest	der will calculate my ne trate until the next Chai	nge Date, subject to ar	ny limits in Section 4(D) below.	Olists to the Current
•	The Lender will then determine the				
	at the Change Date in full by <b>June</b> amount of my monthly payment.	<b>1, 2009</b> , which	is the maturity date of the	his note. The result of this calcul	ation will be the new
	(D) Limits on Interest Rate Changes				٠.
	My interest rate will never be incr				
	rate of interest I have been paying for the greater than 12.50 percent		iths. My interest rate wi	I never go below <b>5 - 00</b>	percent nor be
	(E) Effective Date of Changes My new interest rate will become the first monthly payment date after the Conote.	e effective on each Cha Change Date until the ar	ange Date. I will pay the mount of my monthly pa	e amount of my new monthly pa syment changes again or until H	yment beginning on nave fully repaid this
	(F) Notice of Changes  The Lender will mail or deliver to will include information required by law to other address as I may designate to the	to be given me. Any not	g my new interest rate a tice to me may be sent	and the amount of my monthly p or delivered to the address stat	payment. The notice ed below, or to such
(B) Inc	creases in Principal Balance; Future e Note provides that the principal amount st which has been earned since my last pa	<b>Advances</b> t Lowe Lender may incr	rease from time to time. vance an amount equal	. In the event that I make a paym to the interest earned by Lende	ent that is insufficient to pay a r but unpaid after application :

my payment. The amount advanced by Lender will be added to the principal of the Note and I will pay interest at the Note rate on the amount advanced.

## (C) Loan Charges

In the event a law which applies to the Note secured by the Mortgage and which sets maximum loan charges is interpreted so that the interest or other loan charges collected or to be collected in connection with the Note would exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

## (D) 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 D will be the sum of the following:

- (i) 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
- (ii) 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 D 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 OBLIGATION 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 then Lender may hold the Funds. Except as described in this Paragraph D, 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 payments 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 D 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 payments 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.

acquisition or sale, Lender will use any Funds which Lender is holding or ha and under the Mortgage.	as on deposit at that time to reduce the amount that I owe to Lender under the Note
(E) Conflict in Loan Documents	
• •	nis Amendment, the terms of this Amendment shall apply. In the event of conflict he Note shall apply.
	By signing this Amendment Lagree to all of the above.
	Thomas E. Dut
	Thomas E. Dutton
	Beth B. Dutton  By:
	lts:
STATE OF ALABAMA  COUNTY OF Shelby    W. Russell Beals, Jr., Attorney at Law	, a Notary Public in and for said County, in said State, hereby certify
hat Thomas E. Dutton and wife, Beth B. Dutte	on , whose name(s)are
signed to the foregoing conveyance, and whoare	known to me, acknowledged before me on this day that, being informed
of the contents of this conveyance, <u>they</u> executed the same	
Given under my hand and official seal this 23rd day of	
My commission expires:09/21/94	1 Del
My commission expires:09/21/94	Notary Public
STATE OF ALABAMA )	
COUNTY OF )	
l,	, a Notary Public in and for said County, in said State, hereby certify
hat , who	ose name as
of, a, a	is signed to the foregoing conveyance, and who is
	ne contents of such conveyance, as such ame voluntarily for and as the act of said
Given under my hand and official seal this day of	
Given under my nand and official seal thisOay Of	, IJ
My commission expires:,	Notary Public

Loan No.:

Our File No.: 94119RB

# **EXHIBIT "A"**

Lot 45, according to the Survey of Greystone 5th Sector, Phase I, as recorded in Map Book 17, Page 72 A & B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Together with the nonexclusive easement to use the private roadways, Common Areas and Hugh Daniel Drive, all as more particularly described in the Greystone Residential Declaration of Covenants, Conditions and Restrictions dated November 6, 1990, and recorded in Real 317, Page 260, in the Probate Office of Shelby County, Alabama, and all amendments thereto.

Inst # 1994-17071

O5/27/1994-17071
O8:22 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 NCD 668.50

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