DEED

STATE OF ALABAMA

Jefferson COUNTY

THIS INDENTURE made and entered into on this the 27th day of September, 19 94, by and between the undersigned Jeffrey A. Vines and spouse, Cynthia K. Vines, Mortgagors and Fleet Finance, Inc., Mortgagee

Inst # 1994-30158

WITNESSETH: That the said Mortgagors are indebted to said Mortgagee in the sum of Ninety Five Thousand Nine Hundred Twenty and 00/100 DOLLARS, which debt is evidenced by one note of even date herewith, payable in Eight Hundred Twenty Four Dollars and 10/100 ($ 824.10) DOLLARS, EXCEPT THE LAST WHICH SHALL BE FOR Ninety Three Thousand Three Hundred One Dollar & 30/100 ($ 93,301.30) DOLLARS with interest after maturity at 8% per annum, together with a fifteen percent attorney's fee in case collected by law or through an attorney, upon default in any payment due hereunder, at option of the second part, the entire amount shall become due and payable immediately.

NOW THEREFORE, in consideration of said indebtedness and to secure the payment of said indebtedness when it becomes due and payable or any renewal thereof, the mortgagors have granted, bargained, and sold and by these presents do grant, bargain, sell and convey unto the said party of the second part, its successors or assigns, the following described property, to-wit:

Lot 11, according to the Survey of Autumn Ridge, as recorded in Map Book 12, Page 4, 5 and 6, in the Probate Office of Shelby County, Alabama.

The proceeds of this loan have been applied on the purchase price of the herein described property.

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SHELBY COUNTY JUDGE OF PROBATE
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TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, furnishings, heating and air-conditioning equipment, machinery and articles of personal property and replacement thereof (other than those owned by lessees of said real property) now or hereafter affixed to, attached to, placed upon or used in any way in connection with the complete and comfortable use, occupancy or operation of the said real property, all licenses and permits used or required in connection with the use of said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds and profits accruing from said real property and together with all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims including without limitation, proceeds of insurance and condemnation awards (the foregoing said real property, tangible and intangible personal property hereinafter referred to collectively as the "Mortgaged Property"). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property. This mortgage shall be construed as a mortgage of both real and personal property and shall also constitute a "security agreement" within the meaning of, and shall create a security interest under the Uniform Commercial Code, as adopted by the State of Alabama, with respect to the personal property and fixtures referred to above.

TO HAVE AND TO HOLD unto the said party of the second part, its successors or assigns, forever.

And we, Jeffrey A. Vines & Cynthia K. Vines, do hereby covenant with the said Fleet Finance, Inc. its successors or assigns, that we are lawfully seized in fee simple of said premises; that they are free from all encumbrances and that we will warrant and forever defend the same against the lawful claims and demands of all persons.

UPON CONDITION, however, that if said note shall be paid in full according to its tenor, together with all costs, this conveyance shall become null and void, but if said obligation shall not be paid according to its tenor, then the said grantee herein or its successors or assigns are hereby authorized to take possession of the above described property after advertising the time, terms and place of sale as provided by Section 35-10-13, Code of Alabama, 1975, to sell the same to the highest bidder, for cash, and to execute titles to the purchases and devote the proceeds of said sale to the payment, first, to the expenses of recording, advertising, selling, conveying and all other costs that may have accrued, second, of the amount with interest that may be due on said note, and lastly, if there be any surplus of said proceeds, the same shall be paid to the undersigned. This is a continuing power of sale which authorizes the Mortgagee, or its assignee, after default to sell the mortgaged property from time to time in separate lots or parcels. It is further agreed that if the said grantee herein to its successors or assigns shall advance to the undersigned or to any of the undersigned anything over and above the amount of this note, this conveyance shall stand as security for the same as fully as if set out in said amount.

IT IS FURTHER AGREED that at said sale the grantee herein or its assigns shall purchase said property in all respects as if a stranger to this conveyance and in such event, the auctioneer at said sale is authorized to execute a deed of conveyance to the purchaser.

IT IS FURTHER AGREED that the first parties shall keep said property insured in some good and solvent fire insurance company in an amount not less than $ 95,920.00 and the policy shall be payable, in case of loss or damage by fire, to the party of the second part, as its interest may appear, until the debt hereby secured shall be paid in full. In case of a failure by party of the first part to insure said property as above agreed within a reasonable time, it shall be lawful for the mortgagee to insure said property and these presents shall operate to secure the repayment of the premium or premiums paid for effectuating or continuing said insurance.

Mortgagor herein represents and warrants that the property has not in the past and is not presently used for hazardous waste storage and complies with all Federal, state and local environmental laws. Mortgagor further covenants and agrees to comply with all present and future state and federal environmental laws and to clean up all hazardous materials upon their discovery and, at its own expense, conform to all orders of federal and state agencies regarding the hazardous material. Mortgagor further certifies that it has never received any notice of a violation nor any action for non-compliance having been commenced or threatened in regards to the property and agrees to notify the mortgagee in the event such notice should occur in the future. Mortgagor and its representatives, principals and agents hereby agree to indemnify the Mortgagee for all clean up costs and other losses or damages as to any of the foregoing. This indemnification shall arise upon the discovery of an unacceptable environmental condition on the property and shall be binding upon the heirs and assigns of Mortgagor.

Mortgagors represent and warrant that they shall occupy and/or operate the Property and any improvements made thereon in compliance with any and all applicable Federal, state, and local legislation, including the Americans with Disabilities Act and any amendments thereto.

IT IS FURTHER AGREED that if we fail to perform covenants and agreements contained in this Deed, or if any action or proceedings is commenced which materially affects Mortgagee's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Mortgagee's option, upon notice to us, may make such appearance, disburse such sums and take such action as is necessary to protect Mortgagee's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs and inspect and make such tests, including, without limitation, subsurface testing, soils and groundwater testing, and other tests which may physically involve the mortgaged property, as in its sole discretion, determines is necessary to protect its security interest.

Mortgagee is authorized to collect and receive all rents, issues and profits thereof, including those past due as well as those accruing thereafter.

Mortgagee shall be entitled, as a matter of strict right, without notice and ex parte, and without regard to the value or occupancy of the security, or the solvency of Mortgagor, or the adequacy of the Mortgaged Property as security for the Note, to have a receiver appointed to enter upon and take possession of the Mortgaged Property, collect the rents and profits therefrom and apply the same as the court may direct, such receiver to have all the rights and powers permitted under the laws of Alabama.

In either such case, Mortgagee or the receiver may also take possession of, and for these purposes use, any and all personal property which is a part of the Mortgaged Property and used by Mortgagor in the rental or leasing thereof or any part thereof. The expense (including receiver's fees, counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. Mortgagee shall (after payment of all costs and expenses incurred) apply such rents, issues and profits received by it on the indebtedness secured hereby in such order as Mortgagee determines. The right to enter and take possession of the Mortgaged Property, to manage and operate the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issues and profits actually received by Mortgagee.

Any amounts disbursed by Mortgagee pursuant to this instrument, including all expenses, attorney fees, charges and collection costs, with interest thereon, shall become additional indebtedness secured by this deed. Unless we agree to other terms of payment, such amounts shall be payable upon notice from Mortgagee to us requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require Mortgagee to incur any expense or take any action hereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this day and year first above written.

Jeffrey A. Vines (SEAL)
Jeffrey A. Vines

Cynthia K. Vines (SEAL)
Cynthia K. Vines

WITNESS

Inst # 1994-30158

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SHELBY COUNTY JUDGE OF PROBATE
002 NCD 155.80

STATE OF Alabama

COUNTY OF Jefferson

I, Hubert E. Rawson, Jr., Notary Public in and for said County and State, hereby certify that Jeffrey A. Vines and spouse, Cynthia K. Vines whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this date that, being informed of the contents of the within conveyance, they executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal, this 27th day of September, 19 94

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: May 4, 1997.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Hubert E. Rawson
Notary Public