		This instrument was prepared by	,
FRED J	J. BRAUNE, JR.	(Name) <u>Highland Bank</u> (Address) BIRMINGHAM, AL 35205	_
KAREN	W. BRAUNE	(Address) Directions, AD 33203	
		Highland Bank	
3113 N	MEADOW BROOK CIRCLE	2211 HIGHLAND AVE.	
		BIRMINGHAM, AL 35205	
BIRMIN	NGHAM AL 35242		1
	MORTGAGOÑ "I" includes each mortgagor above.	MORTGAGEE "You" means the mortgages, its successors and assigns.	
DEAL EDTA		J. BRAUNE, JR AND WIFE KAREN W. BRAUNE	
NEAL EOIA	IE MONTONGE: FOT VAILE TECETVES, I,	, mortgage, grant, bergain, sell and convey to you, with power of sel	<del></del>
to secure the	e payment of the secured debt described below, on _	4/21/95 , the real estate described below and	_
rìghte, easer	ments, appurtenances, rents, leases and existing and	future improvements and fixtures (all called the "property").	<u>ק</u>
PROPERTY A	ADDRESS: 3113 MEADOW BROOK C	IR BIRMINGHAM, ALABAMA, Alabama 35242 (Zip Cada)	<del>M</del>
			n N
LEGAL DESI		RY RIDGE AS RECORDED IN MAP BOOK 11,	ν γ
	9 IN THE OFFICE OF JUDGE OF	STADAMS OF CHINEDY COMMUNICATIONS	-
		1995-11 <sup>788</sup>	₩
		Inst * 1995-11788	44
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		05/05/1995-11788 05/05/1995-11788	
		05/05/1995 CERTIFIED	
		12:10 PH CERTIFIED	
locate	ed in SHKLBY	CHARLES AND STORE 26,00	
TITLE: I cove	enent and warrant title to the property, except for	005 MCD	
			_ ·
this unde	mortgage and in any other document incorporated her this mortgage or under any instrument secured by t	red debt and the performance of the covenants and agreements contained serving Secured debt, as used in this mortgage, includes any amounts I owe this mortgage and all modifications, extensions and renewals thereof.  agreements secured by this mortgage and the dates thereof.):	you
71,00	EQUITY LINE OF CREDIT NOTE	T/A/O \$10.000.00	
[2	PACTIT MANA OF ANNATE MAIN	2/11/0 410/000100	
2	DATED APRIL 21, 1995		
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## **COVENANTS**

- 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 reseon, it will not reduce or excuse any scheduled payment until the secured debt is paid in full.
- 2. Claims against Title. I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defences 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 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 swarded 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. This mortgage gives you the power of sale, which you may also invoke under the circumstances described in the previous santance. If you invoke the power of sale, you will give notice of the sale by publication once a week for three successive weeks in some newspaper published in the county in which the property or any portion of it is located. This notice will give the time, place and terms of the sale, and a description of the property. After this notice is given, the property will be sold to the highest bidder at public auction at the front door of the County Courthouse of the county in which the notice of sale was published.
- 7. Assignment of Rents and Profits, I assign to you the rents and profits of the property. Unless we have egreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
- 8. Waiver of Homestead. I hereby waive all right of homestead exemption in the property.
- 9. Lesscholde; 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 Mortgages to Perform for Mortgagor. If I fell 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 menner, 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 preciude 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 beforehend. The notice must state the ressonable 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 or 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. Welver. 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 walve your right to later consider the event a default if it happens again.
- 14. Joint and Several Liability; Co-eigners; Successors and Assigns Bound. All duties under this mortgage are joint and several, if I co-sign this mortgage but do not co-sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage, I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

The duties and benefits of this mortgage shall bind and benefit the successors 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 page 1 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 Mertgagor. 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 I have paid the secured debt in full and all underlying agreements have been terminated, this mortgage will become null and void and you will release this mortgage.

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12:10 PM CERTIFIED
SHELBY COUNTY JUBBLE OF PROBATE
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(page 2 of 2)

BANKERS SYSTEMS, INC., ST. CLOUD, MN 58301 (1-800-397-2341) FORM OCP-MTG-AL 7/18/91