

Erwin Horton

Maresia Faye Horton

P. O. Box 466  
Columbiana, AL 35051

## MORTGAGOR

"I" includes each mortgagor above.

This instrument was prepared by

(Name) First National Bank of Columbiana

(Address) P. O. Box 977 Columbiana, AL 35051

FIRST NATIONAL BANK OF COLUMBIANA  
P. O. BOX 977  
COLUMBIANA, AL 35051

## MORTGAGEE

"You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, Erwin Horton, a single person and Maresia Faye Horton, a single person, mortgage, grant, bargain, sell and convey to you, with power of sale,to secure the payment of the secured debt described below, on June 5, 1995, the real estate described below and all rights, easements, appurtenances, rents, leases and existing and future improvements and fixtures (all called the "property"):PROPERTY ADDRESS: Off US Hwy. 80 Selma (City), Alabama  
Property Address: Chilton County, Alabama  
Property Address: 3380 County Road 86, Calera, AL 35040  
LEGAL DESCRIPTION:

Property being described on Exhibit "A" attached hereto and made part and parcel hereof and incorporated by reference as fully as if set out herein, which said Exhibit is signed for the purpose of identification.

The proceeds of this loan have been applied to the purchase price of the property described and conveyed to mortgagor simultaneously herewith.

located in 27% 68% 5% Dallas, Chilton and Shelby County, Alabama.

TITLE: I covenant and warrant title to the property, except for

SECURED DEBT: 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 owe you under this mortgage or under any instrument secured by this mortgage and all modifications, extensions and renewals thereof.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof.):

☒ Promissory Note executed simultaneously herewith.☐ Future Advances: All amounts owed under the above agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.☐ Revolving credit loan agreement dated \_\_\_\_\_, All amounts owed under this agreement are secured even though not all amounts may yet be advanced. Future advances under the agreement are contemplated and will be secured and will have priority to the same extent as if made on the date this mortgage is executed.The above obligation is due and payable on June 5, 1996 if not paid earlier.The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of: EIGHT HUNDRED FORTY THOUSAND and NO/100 \* \* \* \* \* Dollars (\$ 840,000.00),

plus interest, plus any disbursements made for the payment of taxes, special assessments, or insurance on the property, with interest on such disbursements.

☐ 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 terms under which the interest rate may vary is attached to this mortgage and made a part hereof.RIDERS: ☒ Commercial ☐

SIGNATURES: By signing below, I agree to the terms and covenants contained in this mortgage (including those on page 2 which are hereby incorporated onto page 1 of this mortgage form) and in any riders described above and signed by me.

Erwin Horton (Seal)Maresia Faye Horton (Seal)Maresia Faye Horton (Seal)

WITNESSES:

VOL 1115 PAGE 23

ACKNOWLEDGMENT: STATE OF ALABAMA, Shelby County ss:  
I, the undersigned, a Notary Public in and for said county and in said state, hereby certify thatErwin Horton, a single person

Individual

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, he executed the same voluntarily on the day the same bears date.

Corporate

whose name(s) as \_\_\_\_\_ of the \_\_\_\_\_, a 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 with full authority, executed the same voluntarily for and as the act of said corporation.Given under my hand this the 5th day of June, 1995.My commission expires: 12/5/95Wanda Robinson  
(Notary Public) ALABAMAFIRST NATIONAL BANK OF COLUMBIANA  
POST OFFICE BOX 977  
COLUMBIANA, ALABAMA 35051 (page 1 of 2)

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 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 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 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. This mortgage gives you the power of sale, which you may also invoke under the circumstances described in the previous sentence. 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 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 1.

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 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. **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 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.

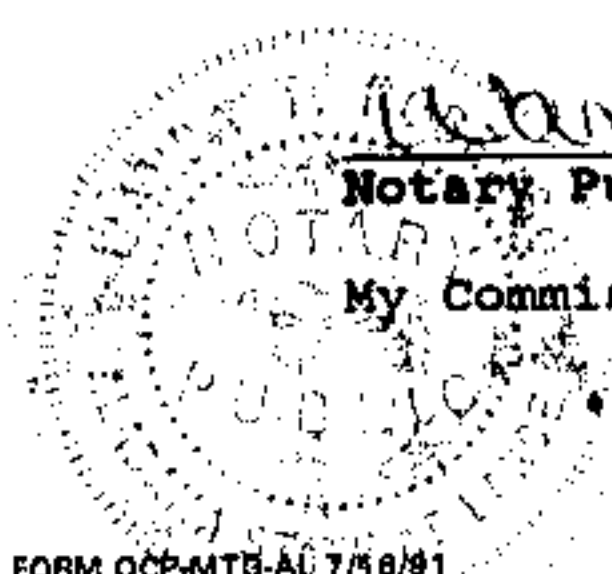
16. **Transfer of the Property or a Beneficial Interest in the Mortgagor.** If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor 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.

STATE OF ALABAMA  
MOBILE COUNTY

On this the 3rd day of June, 1995, I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Maresia Faye Horton, a single person whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me that being informed of the contents of the conveyance executed the same voluntarily and as her act on the day the same bears date.

Given under my hand and seal of office this the 3rd day of June, 1995.



Notary Public:

My Commission Expires: 12/5/95

VOL 1115 PAGE 24

(page 2 of 2)

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN DALLAS COUNTY, ALABAMA, TO-WIT:

PARCEL I: All that part of the W 1/2 of the SE 1/4 of the SE 1/4 of Section 21, Township 16 North, Range 11 East, which lies southeast of Alligator Branch as shown on map of Lands of Gordon A. Hardy Estate, recorded in the Probate Office of Dallas County, Alabama, in Map Book 7, Page 71.

PARCEL II: All that part of the E 1/2 of the SE 1/4 of the SE 1/4 of Section 21, Township 16 North, Range 11 East, which lies south of the Ditch as shown on map of Lands of Cora Estelle Hardy, recorded in the Probate Office of Dallas County, Alabama, in Map Book 1, Page 193.

PARCEL III: All that part of the SW 1/4 of Section 22, Township 16 North, Range 11 East, which lies south and west of the right-of-way of U. S. Highway 80 and south and east of the Branch as shown on map of Lands of Cora Estelle Hardy, recorded in the Probate Office of Dallas County, Alabama, in Map Book 1, Page 193.

PARCEL IV: All that part of the W 1/2 and the W 1/2 of the E 1/2 of Section 27, Township 16 North, Range 11 East, lying south and west of the right-of-way of U. S. Highway 80.

Less and Except:

- (1) Rights-of-way for public roads and other easements.
- (2) 0.42 acres, more or less, conveyed to William Ward by Deed dated March 15, 1960, and recorded in Book 521, Page 112, in the Probate Office of Dallas County, Alabama.
- (3) 0.97 acres, more or less, conveyed to William Ward by Deed dated June 7, 1960, and recorded in Book 522, Page 324, in the Probate Office of Dallas County, Alabama.
- (4) 1.60 acres, more or less, conveyed to Frank Little and E. Maurine Little by Deed dated March 10, 1961, and recorded in Book 529, Page 377, in the Probate Office of Dallas County, Alabama.
- (5) 3.85 acres, more or less, conveyed to Bruno W. Selmi and Irma K. Selmi by Deed dated June 25, 1974, and recorded in Book 728, Page 288, in the Probate Office of Dallas County, Alabama.
- (6) 0.91 acres, more or less, conveyed to Bruno W. Selmi and Irma K. Selmi by Deed dated April 7, 1976, and recorded in Book 762, Page 294, in the Probate Office of Dallas County, Alabama.
- (7) 0.9183 acres conveyed to South Dallas Water and Fire Protection Authority by Deed dated October 28, 1987, and recorded in Volume 1080, Page 617, in the Probate Office of Dallas County, Alabama.

PARCEL V: The NW 1/4 and the E 1/2 of the SW 1/4 of Section 34, Township 16 North, Range 11 East.

PARCEL VI: 0.42 acres, more or less, lying and being on the west side of the NE 1/4 of the SE 1/4 of Section 27, Township 16 North, Range 11 East, as more particularly described in Deed dated March 15, 1960, from William Ward and wife, Myrtle H. Ward, to Julien Smith, Jr., said Deed being recorded in Book 521, Page 110, in the Probate Office of Dallas County, Alabama.

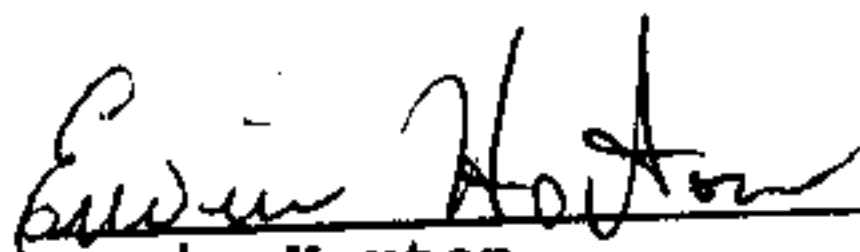
PARCEL VII: 0.97 acres, more or less, lying and being in the SE 1/4 of Section 27, Township 16 North, Range 11 East, as more particularly described in Deed dated June 7, 1960, from William Ward and wife, Myrtle H. Ward, to Julien Smith, Jr., said Deed being recorded in Book 522, Page 326, in the Probate Office of Dallas County, Alabama.

PARCEL VIII: 1.60 acres, more or less, lying and being in the SE 1/4 of the NE 1/4 of Section 27, Township 16 North, Range 11 East, as more particularly described in Deed dated March 10, 1961, from Frank Little and E. Maurine Little to Julien Smith, Jr., said Deed being recorded in Book 529, Page 420, in the Probate Office of Dallas County, Alabama.

PARCEL IX: All of Section 21, Township 24 North, Range 14 East, LESS AND EXCEPT the W 1/2 of NW 1/4 of said Section and all of Section 22, Township 24 North, Range 14 East. All being located in Chilton County, Alabama.

PARCEL X: The NE 1/4 of SE 1/4 and that part of the SE 1/4 of NE 1/4 lying South and West of County Road #86, Section 4, Township 24 North, Range 14 East, Shelby County, Alabama; being situated in Shelby County, Alabama.

SIGNED FOR IDENTIFICATION:

  
Erwin Horton

  
Maresia Faye Horton



**COMMERCIAL MORTGAGE RIDER**  
(FORM AG/CO-MTG-AL)

This Mortgage Rider is made this 5th day of June, 1995, and is incorporated into and shall be deemed to amend and supplement the Real Estate Mortgage of the same date given by the undersigned ("Mortgagor") to secure Mortgagor's Note or other indebtedness to First National Bank of Columbiana ("Lender") of the same date and covering the property described in the Real Estate Mortgage.

**ADDITIONAL COVENANTS.** In addition to or in substitution for the covenants and agreements made in the Mortgage, Mortgagor and Lender further covenant and agree as follows:

**1. Authority of Lender to Perform for Mortgagor.** Paragraph 13 entitled "Authority to Perform" is amended to include the following provision:

Furthermore, even if Lender obtains insurance, pays taxes, or does or pays for other things necessary to protect the value of the Property and Lender's rights in the Property, Lender may still treat Mortgagor's failure to perform the covenants and agreements contained in the Mortgage or any other mortgage, deed of trust, security agreement or other lien document that has priority over the Mortgage as a default.

**2. Remedies on Default.** Paragraph 17 entitled "Remedies on Default" is amended to include the following provision:

Lender has the power to sell the Property upon default. If Lender decides to sell the Property, it will give Mortgagor notice of the time, place and terms of sale and will publish notice of the sale as required by law for three consecutive weeks in a newspaper published in the county where the Property is located. Lender may sell the property to the highest bidder at public auction at the front door of the county courthouse in the same county in which the property is located. The proceeds of the sale will be applied first to the costs of the sale (which include, among other expenses, reasonable attorney's fees and title searches), then to the debt secured by the Mortgage, and finally to the person who is legally entitled to any remaining sums.

Lender may purchase the property at the sale if the highest bidder therefor. Lender, or its agent or auctioneer, may execute and deliver a deed conveying the property to the highest bidder.

**3. U.C.C. Provisions.** Paragraph 28 entitled "U.C.C. Provisions" is amended to include the following provision:

Mortgagor shall execute, deliver, file, and refile any financing statements or other security agreements or documents that Lender may require from time to time to confirm and perfect the lien of Lender with respect to personal property included in the Property and shall pay all costs of filing. Without limiting the foregoing, Mortgagor irrevocably appoints Lender attorney-in-fact for Mortgagor to execute, deliver and file such writings for and on behalf of Mortgagor.

**4. Submission to Jurisdiction; Waiver of Jury Trial.** Mortgagor irrevocably submits to the jurisdiction of each state court sitting in Shelby County, Alabama, or each federal court sitting in Jefferson County, Alabama, over any suit, action, or proceeding arising out of or relating to any transaction, grievance, or claim under this Mortgage, the Note, or the other loan documents. Mortgagor further waives any objection that Mortgagor may now or hereafter have based on improper venue, lack of jurisdiction, or inconvenience of forum in any action brought in any of the courts described above. Mortgagor hereby waives all

rights to a trial by jury in any suit, action, or proceeding set out above. This waiver is knowingly, voluntarily and intentionally being entered into and is part of the consideration and inducement of the parties entering into this Mortgage and the making of the Note.

By signing below, Mortgagor accepts and agrees to the terms and covenants contained in this Commercial Mortgage Rider.

Erwin Horton  
Erwin Horton

Maresia Faye Horton  
Maresia Faye Horton

STATE OF ALA. CHILTON CO  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1995 JUN -5 PM 3:08

UCC FILE NUMBER OR REG.  
BK. & PAGE AS SHOWN ABOVE

Robert M. Martin

Inst # 1995-15454  
06/13/1995-15454  
03:42 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 NED 23.00

DEED  
MORTG 1260.00  
REC. 16.00  
INDEX 3.28  
D.P.FEE 2.00

STATE OF ALABAMA  
DALLAS COUNTY  
I CERTIFY THIS INSTRUMENT

COMMORTX.RID 10/94

JUN 12 10 25 AM '95

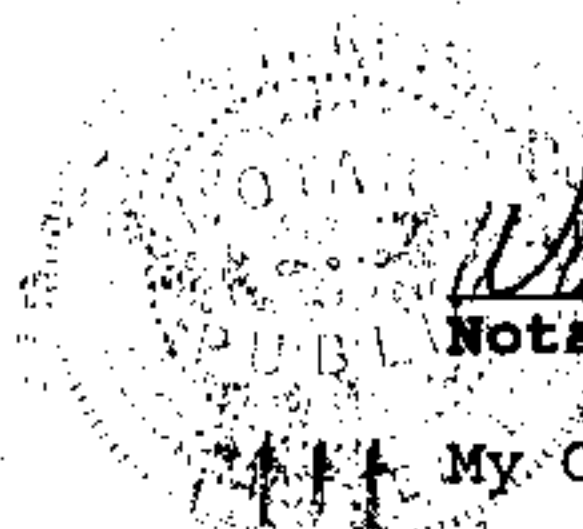
STATE OF ALABAMA }

MOBILE COUNTY }

On this the 3rd day of June, 1995, I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Maresia Faye Horton, a single person whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me that being informed of the contents of the conveyance executed, the same voluntarily and as her act on the day the same bears date.

Given under my hand and seal of office this the 3rd day of June, 1995.

VOL 1115 PAGE 28



Wanda Robinson  
Notary Public

My Commission Expires: 12/5/95

*Just past 10th of Colombaria*