

<u>William Carey Womack</u> <u>Martha J. Womack</u> <u>Off County Road 47 and 412</u> <u>Shelby, AL 35143</u>	This instrument was prepared by (Name) <u>First National Bank of Columbiana</u> (Address) <u>P. O. Box 977 Columbiana, AL 35051</u>
MORTGAGOR "I" includes each mortgagor above.	MORTGAGEE "You" means the mortgagee, its successors and assigns.

REAL ESTATE MORTGAGE: For value received, I, William Carey Womack and wife, Martha J. Womack, mortgage, grant, bargain, sell and convey to you, with power of sale, to secure the payment of the secured debt described below, on June 29, 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 County Road 47 and 412, Shelby, Alabama 35143
(Street) (City) (Zip Code)

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.

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

located in 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 lawfully due 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 December 29, 1995 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of: ONE HUNDRED TWENTY FIVE THOUSAND and NO/100 * * * * * Dollars (\$ 125,000.00), 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 ☒ FNBC Mortgage Rider

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.

X William Carey Womack (Seal)
William Carey Womack

Martha J. Womack (Seal)
Martha J. Womack

Ref # 1995-17191 (Seal)

WITNESSES:

06/30/1995-17191
10:39 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

ACKNOWLEDGMENT: STATE OF ALABAMA, Shelby, I, William Carey Womack and wife, Martha J. Womack, a Notary Public in and for said county and in said state, hereby certify that

William Carey Womack and wife, Martha J. Womack

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, they 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 29th day of June

My commission expires: 9/1/95

William R. Justice
(Notary Public)

ALABAMA

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 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.

Exhibit "A"

Parcel I

A parcel of land in the NE 1/4 and the East 1/2 of the NW 1/4 of Section 34, Township 24 North, Range 15 East, Shelby County, Alabama, described as follows:

Begin at the NW corner of the NE 1/4 of the NW 1/4 of Section 34, Township 24 North, Range 15 East: Thence run South 0 deg. 19 min. 33 sec. West along the West line thereof for 1662.82 feet; Thence South 88 deg. 40 min. 27 sec. East for 733.01 feet to the West line of Hickory Hill Lane; Thence South 30 deg. 31 min. 53 sec. West run 23.9 feet to a curve to the right (having a radius of 350.0 feet and a central angle of 19 deg. 09 min.): Thence run Southwesterly along said curve and right of way for 116.98 feet; Thence South 49 deg. 40 min. 53 sec. West continue along said right of way for 131.82 feet to a curve to the left (having a radius of 582.73 feet and a central angle of 16 deg. 18 min. 10 sec.): Thence continue along said curve and right of way for 165.81 feet; Thence South 54 deg. 35 min. 17 sec. West for 34.31 feet; Thence South 44 deg. 04 min. 46 sec. West for 47.93 feet to a point; Thence South 40 deg. 32 min. 46 sec East for 26.27 feet; Thence South 52 deg. 58 min. 34 sec. East for 187.62 feet; Thence South 22 deg. 42 min. 48 sec. East for 100.14 feet; Thence South 17 deg. 19 min. 18 sec. East for 99.88 feet; Thence North 72 deg. 30 sec. East for 152.48 feet; Thence South 0 deg. 03 min. 18 sec. West run 158.18 feet; Thence North 83 deg. 53 min. 27 sec. East for 228.05 feet; Thence North 33 deg. 20 min. 22 sec. East for 65.08 feet; Thence North 0 deg. 43 min. 55 sec. East for 274.17 feet; Thence North 88 deg. 33 min. 26 sec. East for 99.85 feet; Thence North 0 deg. 06 min. West for 89.40 feet; Thence North 88 deg. 34 min. 18 sec. East for 132.94 feet; Thence North 0 deg. 17 min. 56 sec. East for 500.0 feet; Thence North 88 deg. 42 min. 15 sec. East for 599.97 feet to Waxahatchee Road; Thence North 27 deg. 16 min. 28 sec. East run along last said road for 145.84 feet to the Southwesterly right of way of Shelby County Road #47; Thence (along last said right of way the following course) North 17 deg. 44 min. 50 sec. West for 86.95 feet to a curve to the left (having a radius of 216.42 feet and a central angle of 26 deg. 15 min. 49 sec.); Thence along said curve for 99.2 feet to a curve to the right (having a radius of 933.61 feet and a central angle of 16 deg. 40 min. 59 sec.); Thence run along said curve for 271.84 feet to a curve to the left (having a radius of 398.74 feet and a central angle of 22 deg. 54 min. 38 sec.); Thence run along said curve for 159.44 feet to curve to the right (having a radius of 1163.66 feet and a central angle of 8 deg. 46 min. 39 sec.); Thence run along said curve for 178.27 feet to a curve to the left (having a radius of 436.62 feet and a central angle of 18 deg. 37 min. 45 sec.); Thence run along said curve for 141.96 feet to a curve to the right (having a radius of 1052.49 feet and a central angle of 9 deg. 32 min. 46 sec.); Thence run along said curve for 176.36 feet to a curve to the right (having a radius of 329.68 feet and a central angle of 27 deg. 08 min. 22 sec.); Thence run along last said curve for 156.16 feet to a curve to the left (having a radius of 1775.73 feet and a central angle of 16 deg. 18 min. 21 sec.); Thence run along said curve for 505.35 feet to the North line of said 1/4 1/4 section; Thence (leaving said road) South 88 deg. 45 min. 42 sec. West run 899.58 feet to the point of beginning.

Parcel II

Begin at the NE corner of the NE 1/4 of Section 34, Township 24 North, Range 15 East; Thence run South 0 deg. 21 min. 59 sec. East along the East line thereof for 2375.39 feet to Northerly right of way of Shelby County Road #412; Thence (along the right of way of said Road and Shelby County Road #47 the following described courses) South 17 deg. 18 min. 18 sec. West for 111.13 feet to a curve to the right (having a radius of 242.77 feet and a central angle of 70 deg. 47 min. 55 sec.); Thence run along said curve for 299.98 feet; Thence South 88 deg. 41 min. 40 sec. 170.56 feet and a central angle of 91 deg. 28 min. 20 sec.); Thence along said curve for 272.30 feet; Thence North 0 deg. 10 min. East for 153.46 feet to a curve to the left (having a radius of 168.95 feet and a central angle of 65 deg. 35 min. 36 sec.); Thence along said curve for 193.41 feet; Thence North 65 deg. 25 min. 36 sec. West for 133.09 feet to a curve to the right (having a radius of 282.60 feet and a central angle of 53 deg. 42 min. 45 sec.); Thence along said curve for 264.93 feet; Thence South 78 deg. 17 min. 03 sec. West for 20.00 feet; Thence North 11 deg. 42 min. 51 sec. West for 380.34 feet; Thence North 17 deg. 44 min. 50 sec. West for 203.50 feet to a curve to the left (having a radius of 276.42 feet and a central angle of 26 deg. 15 min. 49 sec.); Thence run along said curve for 126.7 feet to a curve to the right (having a radius of 873.61 feet and a central angle of 16 deg. 40 min. 59 sec.); Thence run along said curve for 254.37 feet to a curve to the left (having a radius of 456.74 feet and a central angle of 22 deg. 54 min. 38 sec.); Thence along said curve for 183.43 feet to a curve to the right (having a radius of 1103.66 feet and a central angle of 10 deg. 58 min. 47 sec.); Thence along said curve for 211.50 feet to a curve to the left (having a radius of 496.62 feet and a central angle of 18 deg. 37 min. 45 sec.); Thence along said curve for 161.47 feet to a curve to the right (having a radius of 992.49 feet and a central angle of 9 deg. 32 min. 48 sec.); Thence along said curve for 168.38 feet to a curve to the right (having a radius of 269.68 feet and a central angle of 27 deg. 08 min. 22 sec.); Thence along said curve for 127.74 feet to a curve to the left (having a radius of 1835.73 feet and a central angle of 14 deg. 56 min. 38 sec.); Thence along said curve for 478.78 feet to the North line of said section; Thence (leaving said road) North 88 deg. 45 min. 42 sec. East for 2938.74 feet to the point of beginning; being situated in Shelby County, Alabama.

Parcel III

Commence at the SE corner of the SW 1/4 of the NE 1/4 of Section 34, Township 24 North, Range 15 East; Thence run South 88 deg. 32 min. 52 sec. West along the South line thereof for 332.67 feet; Thence N. 1 deg. 27 min 08 sec. West for 298.31 feet to the Point of Beginning; Thence North 89 deg. 25 min. 52 sec. East for 177.84 feet to the Westerly Right of Way of Shelby County Road #47; Thence North 0 deg 0 min. 0 sec. East along said Right of Way for 124.69 feet to a curve to the left (having a radius of 88.95 feet and a central angle of 65 deg. 35 min 36 sec); Thence run along said curve for 101.83 feet; Thence North 65 deg. 25 min 36 sec. West continue along said Right of Way for 133.09 feet to a curve to the right (having a radius of 362.60 feet and a central angle of 27 deg. 26 min 58 sec); Thence run along said curve for 173.71 feet to a curve to the left concaved Southeasterly (having a radius of 292.15 feet and a central angle of 30 deg. 01 min. 42 sec.); Thence run along last said curve for 153.12 feet to a curve to the right (having a radius of 184.69 feet and a central angle of 72 deg. 15 min 50 sec); Thence along said curve for 232.94 feet to the Point of Beginning.

Parcel IV

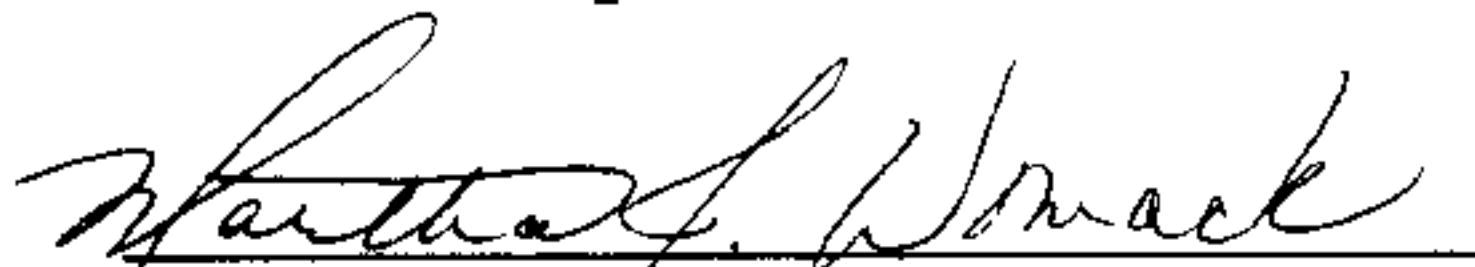
Begin at the intersection of the East line of Adams Ferry Road and the South line of the SW 1/4 of the NE 1/4 of Section 34, Township 24 North, Range 15 East, and run Northerly along the East line of Adams Ferry Road a distance of 580 feet, more or less, to its intersection with an unnamed paved road; then turn right and run Southerly along the West line of said unnamed paved road a distance of 115 feet, more or less; then turn left and run East to the East line of said unnamed paved road, then continue Easterly along the South line of the Richard Kendrick lot a distance of 64.04 feet, more or less, to the West line of the Sherron Gill lot; then turn right and run Southerly along the Gill lot and the Martha G. Babb lot a distance of 245 feet; then continue Southeasterly along the West line of the Susan M. Gill lot a distance of 120 feet, more or less, to the Southwest corner of the Gill lot; then turn left and run Easterly along the South line of the Gill lot a distance of 118.36 feet, more or less, to the West line of the Darrell D. Hyche lot; then turn right and run Southerly along west line of the Hyche lot and the Robert M. Grimes lot a distance of 130 feet more or less to the South line of said 1/4 - 1/4 section; then turn right and run West along the South line of said 1/4 - 1/4 Section to the point of beginning.

Parcel V

Begin on the West line of Shelby County Highway No. 412 at a point 286 feet South of its intersection with the East line of Adams Ferry Road, and run South along the West line of said Highway No. 412 a distance of 100 feet; then turn right and run West along the North line of the Jesse E. Phillips lot a distance of 200 feet, more or less, to the East line of Adams Ferry Road; then turn right and run Northerly along the East line of Adams Ferry Road a distance of 100 feet; then turn right and run East along the South line of the E. E. Masters lot a distance of 200 feet, more or less, to the point of beginning.

SIGNED FOR IDENTIFICATION:


William Carey Womack


Martha J. Womack

MORTGAGE RIDER

(FORM OCP-MTG-AL)

This Mortgage Rider is made this 29th day of June, 1995, and is incorporated into and shall be deemed to amend and supplement the Mortgage of the same date given by the undersigned ("Borrower" or "Mortgagor") to secure Borrower's Note to First National Bank of Columbiana ("Mortgagee") of the same date and covering the property described in the Mortgage.

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

1. **Property Description.** The Property described in the Mortgage shall also include all personal property specifically described in the Mortgage.

2. **Authority of Mortgagee to Perform for Borrower.** Paragraph 10 entitled "Authority of Mortgagee to Perform for Mortgagor" is amended to include the following provision:

Furthermore, even if Mortgagee obtains insurance, pays taxes, or does or pays for other things necessary to protect the value of the Property and Mortgagee's rights in the Property, Mortgagee may still treat Borrower's failure to perform the covenants and agreements contained in the Mortgage as a default.

3. **Default and Acceleration.** Paragraph 6 entitled "Default and Acceleration" is amended to include the following provision:

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

4. **Notice.** Paragraph 15 entitled "Notice" is amended to include first class mail as an additional method of notice.

5. **Security Agreement.** This Mortgage constitutes a security agreement under the Uniform Commercial Code and creates a security interest in the personal property included in the Property. Borrower shall execute, deliver, file, and refile any financing statements or other security agreements that Mortgagee may require from time to time to confirm and perfect the lien of this Mortgage with respect to that Property and shall pay all costs of filing. Without limiting the foregoing, Borrower irrevocably appoints Mortgagee attorney-in-fact for Borrower to execute, deliver and file such writings for and on behalf of Borrower.

6. **Release.** Paragraph 17 entitled "Release" is amended to include the following provisions:

Mortgagee will discharge this Mortgage by delivering to Borrower a release stating that the Mortgage has been satisfied. Borrower will not be required to pay for the release but will be responsible for paying the costs of recording the release in the proper official records.

COMMERCIAL LOANS ONLY

7. **Submission to Jurisdiction; Waiver of Jury Trial.** If the indebtedness evidenced by the Note secured by this Mortgage is for commercial or business purposes, Borrower 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. Borrower further waives any objection that Borrower 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. Borrower 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.

PARAGRAPH 8 FOR JUNIOR MORTGAGES ONLY

8. Prior Mortgages. (Complete if applicable.) The Mortgage is junior and subordinate to a prior mortgage, lien, or other security instrument recorded in book1~ Book number1~, page page1~, or Instrument No. instrument~ in the Probate Office of county~ County, Alabama. Borrower shall perform all of Borrower's obligations under such mortgage or security instrument, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage.

Borrower hereby authorizes the holder of a prior mortgage or other security instrument encumbering the Property to disclose the Mortgagee the following information: (1) the amount of indebtedness secured by such mortgage or other security instrument; (2) the amount of such indebtedness that is unpaid; (3) whether any amount owed on such indebtedness is or has been in arrears; (4) whether there is or has been any default with respect to such mortgage or other security instrument, or the indebtedness secured thereby; and (5) any other information regarding such mortgage or other security instrument, or the indebtedness secured thereby, which Lender may request from time to time. Borrower expressly agrees that if default should be made in the payment of principal, interest, or any other sum payable under the terms and provisions of any prior mortgage or other security instrument, or if any other event of default (or event which upon the giving of notice or lapse of time, or both, would constitute an event of default) should occur thereunder, Mortgagee may, but shall not be obligated to, cure such default, without notice to anyone, by paying whatever amounts may be due, or taking whatever other actions may be required under the terms of such prior mortgage or other security instrument so as to put the same in good standing.

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


William Carey Womack


Martha J. Womack

OCPMORTX.RID 3/95

Inst # 1995-17191

06/30/1995-17191
10:39 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 SNA 212.00