

4380

William F. Spratlin  
Jenny Y. Spratlin  
#10 Sweetgum Lane  
Chelsea, AL 35043

**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**

**RECEIVED**  
8-1-95

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

**REAL ESTATE MORTGAGE:** For value received, I, William F. Spratlin and Jenny Y. Spratlin, husband and wife, mortgage, grant, bargain, sell and convey to you, with power of sale, to secure the payment of the secured debt described below, on July 21, 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:** 510 Road 74, Chelsea, Alabama  
(Street) (City) (Zip Code)  
Off Co. Rd. 101, Kellyton Rd., Rockford, Alabama

**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 property described on attached Exhibit "A" does not constitute any portion of the homestead of William F. Spratlin nor that of his wife, Jenny Y. Spratlin.

located in "10%" "90%" SHELBY and COOSA 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 July 21, 1995**. 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 July 21, 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: ONE HUNDRED THOUSAND and NO/100 \* \* \* \* \* Dollars (\$ 100,000.00).

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.

William F. Spratlin (Seal)  
\_\_\_\_\_  
(Seal)

X Jenny Y. Spratlin (Seal)  
\_\_\_\_\_  
(Seal)

**WITNESSES:**

**ACKNOWLEDGMENT:** STATE OF ALABAMA, SHELBY County ss:  
I, the undersigned authority, a Notary Public in and for said county and in said state, hereby certify that William F. Spratlin and Jenny Y. Spratlin, husband and wife, 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 21st day the same bears date.

\_\_\_\_\_  
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 21st day of July 1995.

My commission expires: \_\_\_\_\_

Delana Shalh  
(Notary Public)

**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

Said land being situated in the East 1/2 of the SE 1/4 of the SE 1/4 of Section 18, Township 20 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 3" capped iron locally accepted to be the Southeast corner of said Section 18, thence run North 0 deg. 00 min. 56 sec. East along the East line of said Section 18 for a distance of 97.41 feet to an iron pin found at the point of beginning, said iron being on the Northwest right-of-way of Shelby County Highway #74, thence continue along last stated course for a distance of 1,218.22 feet to the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 18; thence turn an angle to the left of 88 deg. 22 min. 15 sec. and run North 88 deg. 21 min. 19 sec. West along the North line of said 1/4 1/4 Section for a distance of 239.07 feet to a point; thence turn an angle to the left of 91 deg. 37 min. 45 sec. and run South 0 deg. 00 min. 56 sec. West for a distance of 1,010.58 feet to a point; thence turn an angle to the left of 85 deg. 08 min. 39 sec. and run South 85 deg. 07 min. 43 sec. East for a distance of 57.20 feet to a point; thence turn an angle to the right of 58 deg. 43 min. 21 sec. and run South 26 deg. 24 min. 22 sec. East for a distance of 262.32 feet to a point on the Northwest right-of-way of Shelby County Highway #74; thence turn an angle to the left of 86 deg. 03 min. 15 sec. and run North 67 deg. 32 min. 23 sec. East along said Northwest right-of-way for a distance of 3.39 feet to a point on a curve to the right having a central angle of 2 deg. 39 min. 02 sec. and a radius of 1,440.00 feet; thence run in a Northeasterly direction along the arc of said curve and also along said Northwest right-of-way for a distance of 66.61 feet to the point of beginning. Situated in Shelby County, Alabama.

## Parcel II

Said parcel of land being situated in the East 1/2 of the SE 1/4 of the SE 1/4 of Section 18, Township 20 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 3" capped iron locally accepted to be the Southeast corner of said Section 18; thence run North 0 deg. 00 min. 56 sec. East along the East line of said Section 18 for a distance of 1,315.63 feet to an iron pin found locally accepted to be the Northeast corner of the SE 1/4 of the SE 1/4 of said Section 18; thence turn an angle to the left of 88 deg. 22 min. 15 sec. and run North 88 deg. 21 min. 19 sec. West along the North line of said 1/4 1/4 Section for a distance of 239.07 feet to the point of beginning; thence continue along last stated course for a distance of 217.39 feet to a point; thence turn an angle to the left of 91 deg. 34 min. 50 sec. and run South 0 deg. 03 min. 51 sec. West for a distance of 1,326.07 feet to a point on the South line of said 1/4 1/4 section; thence turn an angle to the left of 89 deg. 43 min. 50 sec. and run South 89 deg. 39 min. 59 sec. East along the South line of said 1/4 1/4 Section for a distance of 213.62 feet to a point on the Northwest right of way of Shelby County Highway #74, said point being on a curve to the left having a central angle of 2 deg. 34 min. 15 sec. and a radius of 1,560.00 feet; thence turn an angle to the left of 20 deg. 35 min. 24 sec. to the chord of said curve and run in a Northeasterly direction along the arc of said curve and also along said Northwest right of way for a distance of 70.00 feet to a point; thence turn an angle to the left of 123 deg. 06 min. 48 sec. from the chord of last stated curve and run North 53 deg. 22 min. 11 sec. West for a distance of 104.70 feet to a point; thence turn an angle to the right of 16 deg. 56 min. 09 sec. and run North 36 deg. 26 min. 02 sec. West for a distance of 149.28 feet to a point; thence turn an angle to the right of 26 deg. 17 min. 12 sec. and run North 10 deg. 08 min. 50 sec. West for a distance of 88.13 feet to a point; thence turn an

angle to the right of 83 deg. 26 min. 55 sec. and run North 73 deg. 18 min. 05 sec. East for a distance of 75.36 feet to a point; thence turn an angle to the right of 21 deg. 34 min. 12 sec. and run South 85 deg. 07 min. 43 sec. East for a distance of 55.45 feet to a point; thence turn an angle to the left of 94 deg. 51 min. 21 sec. and run North 0 deg. 00 min. 56 sec. East for a distance of 1,010.58 feet to the point of beginning. Situated in Shelby County, Alabama.

**Less and Except the following:**

Said parcel of land being situated in the East 1/2 of the SE 1/4 of the SE 1/4 of Section 18, Township 20 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a 3" capped iron locally accepted to be the Southeast corner of said Section 18; thence run North 0 deg. 00 min. 56 sec. East along the East line of said Section 18 for a distance of 1,315.63 feet to an iron pin found locally accepted to be the Northeast corner of the SE 1/4 of the SE 1/4 of said Section 18; thence turn an angle to the left of 88 deg. 22 min. 15 sec. and run North 88 deg. 21 min. 19 sec. West along the North line of said 1/4 1/4 Section for a distance of 239.07 feet to the point of beginning; thence continue along last stated course for a distance of 217.39 feet to a point; thence turn an angle to the left of 91 deg. 34 min. 50 sec. and run South 0 deg. 03 min. 51 sec. West for a distance of 1,326.07 feet to a point on the South line of said 1/4 1/4 Section; thence turn an angle to the left of 89 deg. 43 min. 50 sec. and run South 89 deg. 39 min. 59 sec. East along the South line of said 1/4 1/4 Section for a distance of 213.62 feet to a point on the Northwest right-of-way of Shelby County Highway #74, said point being on a curve to the left having a central angle of 2 deg. 34 min. 15 sec. and a radius of 1,560.00 feet; thence turn an angle to the left of 20 deg. 35 min. 24 sec. to the chord of said curve and run in a Northeasterly direction along the arc of said curve and also along said Northwest right-of-way for a distance of 70.00 feet to a point; thence turn an angle to the left of 123 deg. 06 min. 48 sec. from the chord of last stated curve and run North 53 deg. 22 min. 11 sec. West for a distance of 104.70 feet to a point; thence turn an angle to the right of 16 deg. 56 min. 09 sec. and run North 36 deg. 26 min. 02 sec. West for a distance of 149.28 feet to a point; thence turn an angle to the right of 26 deg. 17 min. 12 sec. and run North 10 deg. 08 min. 50 sec. West for a distance of 88.13 feet to a point; thence turn an angle to the right of 83 deg. 26 min. 55 sec. and run North 73 deg. 18 min. 05 sec. East for a distance of 75.36 feet to a point; thence turn an angle to the right of 21 deg. 34 min. 12 sec. and turn an angle to the right of 21 deg. 34 min. 12 sec. and run South 85 deg. 07 min. 43 sec. East for a distance of 55.45 feet to a point; thence turn an angle to the left of 94 deg. 51 min. 21 sec. and run North 0 deg. 00 min. 56 sec. East for a distance of 1,010.58 feet to the point of beginning. Situated in Shelby County, Alabama.

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The following described property is located in Coosa County, Alabama, to-wit:

**Parcel III**

South 1/2 of SE 1/4 and NE 1/4 of SE 1/4 Section 34 and SW 1/4 of SW 1/4 and 15 acres on West side of SE 1/4 of SW 1/4 Section 35. All in Township 22 North, Range 19 East, Coosa County, Alabama.

**Parcel IV**

The South 1/2 of the NE 1/4, Section 34, Township 22 North, Range 19 East, Coosa County, Alabama.



**Parcel V**

A parcel of land in the Northwest corner of SW 1/4 of NE 1/4 of Section 34, Township 22 North, Range 19 East, Coosa County, Alabama, particularly as follows:

Begin at Northwest corner of said forty; thence East 155.5 yards; thence South 155.5 yards; thence West 155.5 yards; thence North 155.5 yards to point of beginning.

**Parcel VI**

A parcel of land in South 1/2 of NE 1/4, Section 27, Township 22, Range 19, Coosa County, Alabama, particularly described as follows:

Begin at the Southeast corner of NE 1/4 Section 27, Township 27, Range 19 and run North along East boundary of said NE 1/4 1044 feet to a corner; thence West 1652 feet to a corner on the J. A. Dunlap (now Union Camp Corporation) line; thence South along Dunlap (now Union Camp Corporation) line 1044 feet to a corner on the South boundary of said NE 1/4; thence East along South boundary of said NE 1/4 1688 feet, more or less, to the point of beginning.

**Less and Except therefrom the following three parcels:**

(1) One acre, more or less, in East 1/4 of West 1/2 of NE 1/4, Section 27, Township 22, Range 19, conveyed to Willie Golden and wife Juanita on July 7, 1972, by deed recorded in Deed Book 61 page 442, particularly described as follows:

Begin at the SW corner of said East 1/4 of West 1/2 of NE 1/4 Section 27, Township 22, Range 19; thence East along forty line 220.8 feet to a point in center of dirt county road; thence North 32 deg. East along center of said road 190 feet to a point; thence West 310 feet to the West boundary of said East 1/4 of West 1/2 of NE 1/4; thence South 161 feet to point of beginning.

(2) One acre, more or less, in South 1/2 of NE 1/4 of Section 27, Township 22, Range 19, conveyed to Julius Gaddis and wife Annie B. Gaddis on September 16, 1985, by deed recorded in Deed Book 79 page 524, particularly described as follows:

Begin at an iron pin set in center of gravel road at intersection of center of said road with South boundary of said eighty; thence South 89 deg. 02 min. East 210 feet; thence North 28 deg. 30 min. East, and parallel with said road 210 feet; thence North 89 deg. 02 min. West 210 feet to center of said road; thence South 28 deg. 30 min. West along center of said road 210 feet to point of beginning.

(3) One acre, more or less, in SE 1/4 of NE 1/4 of Section 27, Township 22, Range 19, conveyed to Juanita Golden on October \_\_\_\_, 1988, by deed recorded in Deed book 84 page 398, particularly described as follows;

Begin at the point of intersection of the South boundary of the NE 1/4 of said Section 27, with the East boundary of a gravel road; thence run North 30 deg. 00 min. East along said road 210 feet to the point of beginning of parcel here excepted; thence North 30 deg. 00 min. East, along said road, 105.0 feet to an iron pin; thence run North 86 deg. 01 min. 18 sec. East 415.0 feet to an iron pin; thence run South 27 deg. 03 min. 05 sec. West 138.7 feet to an iron pin; thence run West 402.8 feet to the point of beginning.

All being situated in Coosa County, Alabama.

**SIGNED FOR IDENTIFICATION:**

  
William F. Spratlin

  
Jenny Y. Spratlin

## NON-OWNER OCCUPANCY RIDER

THIS NON-OWNER OCCUPANCY RIDER is made this 21st day of July, 1995  
 \_\_\_\_\_, and is incorporated into and shall be deemed to amend and supplement the  
 Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned  
 ("Borrower") to secure Borrower's Note to FIRST NATIONAL BANK OF COLUMBIANA, P. O. BOX  
977, COLUMBIANA, AL 35051

\_\_\_\_\_ ("Lender") of the same date, and covering the Property described in the  
 Security Instrument and located at:

Shelby County - 510 Road 74, Chelsea, AL

Coosa County - Off County Rd. 101 & Kellyton Road, Rockford, AL

[Property Address]

In modification of and notwithstanding the provisions of Paragraph 6 of the Security Instrument, Borrower  
 represents that (s)he does not intend to occupy the property described in the Security Instrument as a principal  
 residence.

BY SIGNING BELOW, Borrower agrees to the representations contained in this Non-Owner Occupancy Rider.

x William F. Spratlin (SEAL)  
 William F. Spratlin Borrower

x Jenny Y. Spratlin (SEAL)  
 Jenny Y. Spratlin Borrower

**MORTGAGE RIDER**  
(FORM OCP-MTG-AL)

BOOK 0294 PAGE 084

This Mortgage Rider is made this **21st** day of **July, 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 Book , page , or Instrument No. in the Probate Office of 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 F. Spratlin  
William F. Spratlin

Jenny Y. Spratlin  
Jenny Y. Spratlin

Inst # 1995-22008  
08/11/1995-22008  
03:41 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
008 MCO 28.00

OCPMORTX.RID 3/95

THE STATE OF ALABAMA, COOSA COUNTY  
I hereby certify that the within conveyance was filed in this office for record August 2nd  
19 95 at 8:00 o'clock A. M. and recorded in mtg Record 294  
page 78-85 and examined, and that the following privilege tax has been paid on same as required by law  
\$ \_\_\_\_\_ cents  
Jasper Fuldin  
Judge of Probate

150.00 Tax  
25.00 Rec.

175.00

FIRST NATIONAL BANK OF COLUMBIANA  
POST OFFICE BOX 977  
COLUMBIANA, ALABAMA 35051  
Return