

Peter C. Winford
Jo P. Winford
400 Rock School Road
Harpersville, AL 35078
MORTGAGOR
"I" includes each mortgagor above.

This instrument was prepared by
(Name) Legal Department
(Address) 210 S. Pine Street, Florence, AL

BANK INDEPENDENT
P.O. Drawer B Sheffield, Alabama 35660

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

REAL ESTATE MORTGAGE: For value received, I, Peter C. Winford and wife, Jo P. Winford, mortgage, grant, bargain, sell and convey to you, with power of sale, to secure the payment of the secured debt described below, on 9/27/95, 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: 400 Rock School Road Harpersville Alabama 35078
(Street) (City) (Zip Code)

LEGAL DESCRIPTION:

See attached Exhibit "A"

10/10/1995-28529
11:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 NC 99.00

located in Shelby County, Alabama.

TITLE: I covenant and warrant title to the property, except for mortgage to Countrywide Funding Corporation dated 7/12/95 recorded in instrument #1995-18487, Shelby County Probate Office.

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.

This conveyance shall not only stand as security for the indebtedness herein specifically described, but it shall also stand as security for any and all additional indebtedness which the Mortgagor may owe the Mortgagee, its heirs (successors) and assigns. If the Mortgagor shall fail to pay any of the additional indebtedness as he may owe the Mortgagee on its due date, or shall fail to keep the property herein conveyed insured as herein provided, or shall fail to pay the taxes that may accrue against the said property before they become delinquent, then this mortgage shall become due and payable and the Mortgagee is hereby authorized and empowered to sell the property herein described as if the Mortgagor had made default in the payment of the indebtedness herein specifically described.

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

☐

☐ 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 9/27/95. 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 September 27, 2025 if not paid earlier.

The total unpaid balance secured by this mortgage at any one time shall not exceed a maximum principal amount of:

FIFTY SEVEN THOUSAND AND NO/100 Dollars (\$ 57,000.00), 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 the reverse side which are hereby incorporated onto this side of this mortgage form) and in any riders described above signed by me.

Peter C. Winford (Seal)
PETER C. WINFORD (Seal)

Jo P. Winford (Seal)
JO P. WINFORD (Seal)

WITNESSES:

ACKNOWLEDGMENT: STATE OF ALABAMA, Shelby County ss:
I, Margaret Boyd, a Notary Public in and for said county and in said state, hereby certify that

Peter C. Winford and wife, Jo P. Winford

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 26 day of Sept, 1995

My commission expires:

Cahaba

Margaret Boyd
(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 the front side 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.

18. Proceeds of Foreclosure Sale. The proceeds from said sale shall be applied first, to the payment of the expenses of advertising, selling and conveying said property, including a reasonable attorney's fee, whether sold under the power of this mortgage, or by judicial proceedings; second, to the payment of all sums of money that may be due the Mortgagee under said mortgage, any advances made thereunder, and other obligations; and third, if there be any surplus, it shall be paid over to the parties legally entitled thereto pursuant to the laws of the State of Alabama.

19. Who May Purchase at Sale. It is expressly further agreed that if the property herein described is sold under the power contained in this mortgage, or by judicial proceedings, the Mortgagee, its heirs (successors) or assigns, may purchase at such sale or make conveyance of title.

EXHIBIT A

A part of Lot 1, according to the Survey of Lake View Estate, as recorded in Map Book 17 page 69 in the Probate Office of Shelby County, Alabama, described as follows:

Commence at the NW corner of the SE 1/4 of the SW 1/4 of Section 30, Township 19 South, Range 2 East for the point of beginning; thence run South 89 deg. 31 min. 06 sec. East along the North boundary line of said 1/4 1/4 Section for 330.65 feet; thence run South 17 deg. 25 min. 50 sec. East for 687.83 feet; thence run North 62 deg. 45 min. 01 sec. West for 912.94 feet; thence run North 00 deg. 04 min. 13 sec. West for 246.80 feet; thence run South 89 deg. 31 min. 06 sec. East for 687.35 feet to the point of beginning; being situated in the SE 1/4 of the SW 1/4 and the SW 1/4 of the SE 1/4 of Section 30, Township 19 South, Range 2 East, Shelby County, Alabama.

ALSO Description of Easement:

From the SW corner of the SE 1/4 of SW 1/4 of Section 30, Township 19 South, Range 2 East, run thence East along the South boundary of said SE 1/4 of SW 1/4 a distance of 372.59 feet; thence turn 89 deg. 24 min. 46 sec. left and run 655.74 feet to the point of beginning

of herein described easement for ingress and egress; thence continue along said course a distance of 112.87 feet; thence turn 127 deg. 41 min. 14 sec. right and run 40.0 feet; thence turn 14 deg. 57 min. 47 sec. left and run 174.26 feet; thence turn 29 deg. 44 min. 30 sec. right and run 203.08 feet; thence turn 110 deg. 34 min. 30 sec. left and run 175.88 feet; thence turn 63 deg. 17 min. 09 sec. right and run 113.56 feet; thence turn 53 deg. 33 min. 54 sec. right and run 188.98 feet; thence turn 82 deg. 09 min. 52 sec. left and run 137.90 feet; thence turn 53 deg. 03 min. 22 sec. right and run 135.40 feet; thence turn 29 deg. 34 min. 55 sec. left and run 274.56 feet to a point on the Westerly boundary of Rock School Road (60 foot right of way); thence turn 54 deg. 04 min. 12 sec. left and run 74.10 feet along said road boundary; thence turn 125 deg. 55 min. 48 sec. left and run 302.02 feet; thence turn 29 deg. 34 min. 55 sec. right and run 151.62 feet; thence turn 53 deg. 03 min. 22 sec. left and run 115.53 feet; thence turn 82 deg. 09 min. 52 sec. right and run 166.96 feet; thence turn 53 deg. 26 min. 06 sec. left and run 180.81 feet; thence turn 63 deg. 17 min. 09 sec. left and run 126.16 feet; thence turn 110 deg. 34 min. 30 sec. right and run 132.40 feet; thence turn 29 deg. 44 min. 30 sec. left and run 182.33 feet; thence turn 14 deg. 57 min. 47 sec. right and run 9.30 feet; thence turn 41 deg. 38 min. 24 sec. right and run 143.68 feet; thence turn 21 deg. 49 min. 37 sec. left and run 67.06 feet; thence turn 09 deg. 35 min. 45 sec. left and run 63.37 feet; thence turn 09 deg. 44 min. 25 sec. left and run 88.24 feet; thence turn 109 deg. 24 min. 35 sec. left and run 63.62 feet; thence turn 70 deg. 35 min. 25 sec. left and run 61.99 feet; thence turn 09 deg. 44 min. 25 sec. right and run 53.22 feet; thence turn 09 deg. 35 min. 45 sec. right and run 50.45 feet; thence turn 34 deg. 36 min. 40 sec. right and run 271.61 feet; thence turn 89 deg. 06 min. 43 sec. left and run 40.0 feet to the point of beginning of the herein described easement; being situated in Shelby County, Alabama.



Peter C. Winford

Inst # 1995-28529



Jo P. Winford

10/10/1995-28529
11:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 99.00