

ADJUSTABLE-RATE LINE OF CREDIT MORTGAGE

NOTICE: THIS MORTGAGE SECURES AN OPEN-END CREDIT PLAN WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE ANNUAL PERCENTAGE RATE. INCREASES IN THE ANNUAL PERCENTAGE RATE MAY RESULT IN INCREASED MINIMUM MONTHLY PAYMENTS AND INCREASED FINANCE CHARGES. DECREASES IN THE ANNUAL PERCENTAGE RATE MAY RESULT IN LOWER MINIMUM MONTHLY PAYMENTS AND LOWER FINANCE CHARGES.

THIS IS A **FUTURE ADVANCE MORTGAGE** AND THE PROCEEDS OF THE OPEN-END CREDIT PLAN SECURED BY THIS MORTGAGE WILL BE ADVANCED BY THE MORTGAGEE UNDER THE TERMS OF A CREDIT AGREEMENT BETWEEN THE MORTGAGEE AND THE BORROWER NAMED HEREIN.

STATE OF ALABAMA

COUNTY OF SHELBY

12/04/1995-34502
08:19 AM CERTIFIED

ADJUSTABLE-RATE LINE OF CREDIT MORTGAGE

THIS INDENTURE is made and entered into this 4th day of November, 1995 by and between Monte Standridge and wife, Emma Standridge (hereinafter called the "Mortgagor" whether one or more) and First Bank of Childersburg, a banking corporation (hereinafter called "Mortgagee").

RECITALS

A. **THE SECURED LINE OF CREDIT.** The "Mortgagor", (hereinafter called the "Borrower", whether one or more) are now and may become in the future jointly indebted to the Mortgagee in the maximum principal amount of One Hundred Thousand and NO/100 Dollars (\$100,000.00) stated (the "credit limit"). Pursuant to a certain open-end line of credit established by the Mortgagee for the Borrower under an Agreement entitled Home Equity Line of Credit Agreement and Disclosure Statement executed by Borrower in favor of the Mortgagee, dated 11/30/95 1995 (the "credit agreement"). The Credit Agreement provides for an open-end credit plan pursuant to which the Borrower may borrow and repay, and re-borrow and repay, amounts from the Mortgagee up to a maximum principal amount at any one time outstanding not exceeding the credit limit.

B. **RATE AND PAYMENT CHARGES.** The Credit Agreement provides for finance charges to be computed on the unpaid balance outstanding from time to time under the Credit Agreement at an adjustable annual percentage rate. The annual percentage rate may be increased or decreased based on changes in an Index.

C. **MATURITY DATE.** If not sooner terminated as set forth therein, the Credit Agreement will terminate ten (10) years from the date of the Credit Agreement, and all sums payable thereunder (including without limitation principal, interest, expenses and charges) shall become due and payable in full.

AGREEMENT

NOW THEREFORE, in consideration of the Agreement and in order to secure the payment of all advances now or hereafter made to or at the request of the Borrowers named above, or if more than one Borrower is named, all advances now or hereafter made to or at the request of the Borrowers, the payment of all interest and finance charges on such advances whenever incurred, the payment and performance of all obligations of the Borrowers under the Credit Agreement, and compliance with all covenants and stipulations herein contained, the undersigned Mortgagors do hereby assign, grant, bargain, sell and convey unto Mortgagee the following described real property situated in Shelby County, State of Alabama, viz.

Parcel I

A parcel of land in the SE1/4 of the SW1/4 of Section 1, Township 20 South, Range 2 East, Shelby County, Alabama being described as follows: From the NE corner of the SE1/4 of SW1/4 of Section 1, Township 20 South, Range 2 East, run thence South along the East boundary of said SE1/4 of SW 1/4 a distance of 1,015.9 feet to the point of beginning of herein described lot; thence turn 76 deg. 44 min. 07 sec. right and run 230.87 feet to a point on the Northerly boundary of U. S. Highway No. 280 (300 foot right of way); thence turn 132 deg. 08 min. left and run 273 feet to the SE corner of the SE1/4 of SW1/4 of said Section 1; thence turn 124 deg. 36 min. 6 sec. left and run 208.00 feet back to the point of beginning; being situated in Shelby County, Alabama.

Parcel II

A parcel of land in the SE1/4 of the SW1/4 of section 1, Township 20 South, Range 2 East, Shelby County, Alabama described as follows: From the NE corner of the SE1/4 of SW1/4 of Section 1, Township 20 South, Range 2 East, run thence South along the East boundary of said SE1/4 of SW1/4 a distance of 390.51 feet to the point of beginning of herein described lot; thence continue along said course a distance of 625.39 feet, thence turn 76 deg. 44 min. 07 sec. right and run 230.87 feet to a point on the Northerly boundary of U. S. Highway No. 280 (300 foot right of way); thence turn 47 deg. 52 min. right and run 214.18 feet along said highway boundary to a concrete monument Highway Station 1301+50; thence turn 50 deg. 54 min. 18 sec. right and run 112.87 feet along a flair back to a concrete monument on the Easterly boundary of County Highway No. 475; thence turn 47 deg. 11 min. 20 sec. right and run 604.40 feet along said County Highway boundary to the point of beginning of herein described lot; being situated in Shelby County, Alabama.

together with all rents and other revenues thereof and all rights, privileges, tenements, interest, improvements and appurtenances thereunto belonging or in any wise appertaining, including any after-acquired title and easement and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire and intrusion devices and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures now are sometimes hereinafter called the mortgaged "property".

TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever.
(Complete if applicable:)

This mortgage is junior and subordinate to that certain mortgage dated N/A 1995, and recorded in Volume at Page in the Probate office of County, Alabama.

The Mortgagor hereby authorizes the holder of a prior mortgage encumbering the property, if any, to disclose to the Mortgagee the following information: (1) the amount of indebtedness secured by such mortgage; (2) the amount of such indebtedness that is unpaid; (3) whether any amount owed on such indebtedness is or has

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been in arrears; (4) whether there is or has been any default with respect to such mortgage of the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby which the Mortgagee may request from time to time.

If the Mortgage is subordinate to a prior mortgage, the Mortgagor expressly agrees that if default should be made in the payment of principal or interest or any other sum payable under the terms and provisions of such prior mortgage, or if any other event of default (or event which upon the giving of notice to anyone or lapse of time, or both, would constitute and event of default) should occur thereunder, the Mortgagee may, but shall not be obligated to, cure such default, without giving 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 as to put the same in good standing.

For the purpose of further securing the payment of such indebtedness Mortgagors warrant, covenant and agree with Mortgagee, its successors and assigns as follows:

1. That they are lawfully seized in fee simple and posses of the mortgaged property and have a good right to convey the same aforesaid, that they will warrant and defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

2. That they will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed upon the mortgaged property and should default be made in the payment of the same or any part thereof, Mortgagee may put the same (but Mortgagee is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagors shall perform all of Mortgagors' obligation under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Should Mortgagors default in any such obligations, Mortgagee may perform Mortgagors' obligations (but the Mortgagee is not obligated to do).

3. They will keep the buildings on the mortgaged property continuously insured in such amounts, in such manner and with such companies as may be satisfactory to the Mortgagee against loss by fire (including so-called extended coverage), wind and such other hazards (including flood and water damage) as Mortgagee may specify from time to time, with loss, if any, payable to the Mortgagee and will deposit with Mortgagee policies of such insurance or, at Mortgagees' election certificates thereof, and will pay the premiums therefor as the same become due. Mortgagors shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Mortgagors or through an existing policy. Mortgagee may, for reasonable cause, refuse to accept any policy of insurance obtained by Mortgagors. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damage to the mortgaged property obtained by Mortgagors. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damage to the mortgaged property from any cause whatsoever. If Mortgagor fails to keep said property insured as specified Mortgagee may insure said property (but is not obligated to do so) for its insurable value against loss by fire, wind or other hazards for the benefit of Mortgagee or for the benefit of Mortgagee alone, at Mortgagee's election. The proceeds of such insurance shall be paid by the insurer to Mortgagee, which is hereby granted full powers to settle and compromise claims under all policies, to endorse in the name of the Mortgagors any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt to all sums becoming due thereunder. Said insurance proceeds, if collected, may be credited on the indebtedness secured by this mortgage, less cost of collection, or may be used in repairing the premises on the mortgaged property, at Mortgagee's election. Any application of the insurance proceeds to repairing or reconstructing premises on the mortgaged property shall not exceed or extend or postpone the due date of any installment payments of the indebtedness hereby secured or reduce the amount of such installment.

4. That subject to the rights of the holder of the prior mortgage, if any, set forth above, the Mortgagor hereby assigns and pledges to Mortgagee the following property rights, claims, rents, profits, issues and revenues.

A. All rents, profits, issues, and revenues of the mortgaged property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues, and revenues.

B. All judgements, awards of damage and settlements hereafter made, resulting from condemnation proceedings or the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the mortgaged property, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments made for the voluntary sale of the mortgaged property, or any part thereof, in lieu of the exercise of such power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgagors to execute and deliver valid acquittances for, and appeal from, any such judgements or awards. The Mortgagee may apply all such sums so received, or any part thereof, after the payment of all the Mortgagee's expenses, including court cost and attorney fees on the debt in such manner as the Mortgagee elects, or at the Mortgagee's option the entire amount or any part thereof so received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the mortgaged property.

5. That they will take good care of the mortgaged property and will not commit or permit any waste thereon or thereof, and that they will keep the same repaired and at all times will maintain the same in as good condition as it is now, reasonable wear and tear alone excepted. If Mortgagors fail to make repairs to the mortgaged property Mortgagee may make such repairs at Mortgagors' expense (but Mortgagor is not obligated to do so). Mortgagor, its agents and employees, may enter the mortgaged property and any improvements thereon at any reasonable time for the purpose of inspecting or repairing such improvements.

6. That all amounts expended by Mortgagee for insurance or for the payment of taxes or assessments or

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to discharge liens on the mortgaged property or other obligations of Mortgagors to make repairs to the mortgaged property or any improvements thereon shall become a debt due Mortgagee, shall be payable at once without demand upon or notice to any person, shall bear interest payable on advances under the Agreement, or if the rate specified would be unlawful at the rate of 8% per annum from the date of payment by the Mortgagee and such debt and the interest thereon shall be secured by this mortgage. Upon failure of the Mortgagors to reimburse Mortgagee for all amounts so expended, at the election of Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and may foreclose this mortgage as hereinafter provided or as provided by law.

7. That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments or obligations by the Mortgagee shall not be taken or deemed as a waiver of the right to accelerate the maturity of the indebtedness hereby secured by the reason of the failure of Mortgagors to procure such insurance or to pay such taxes, liens, assessments or obligations, it being agreed by Mortgagors that no terms or conditions contained in this mortgage can be waived altered or changed except by a writing from Mortgagee.

8. That those Mortgagors who are obligated to pay the indebtedness hereby secured will well and truly pay and discharge such indebtedness as it shall become due and payable whether such indebtedness is now owed or hereafter incurred.

9. That if defaults shall be made in the payment of any of the indebtedness hereby secured or in the performance of any of the terms and conditions of this mortgage, Mortgagee may proceed to collect rent, income and profits from the mortgaged property, either with or without the appointment of a receiver (to which appointment Mortgagors hereby consent), and Mortgagee may notify the lessees or other payors thereof to make payments directly to Mortgagee. Any rents, income and profits collected by Mortgagee prior to foreclosure of this mortgage, less the cost of collecting same, including any real estate or property management commissions and attorney's fees incurred, shall be credited first to advances made by Mortgagee and the interest thereon, then to interest due on the indebtedness hereby secured and the remainder, if any, shall be applied toward the payment of the principal sum hereby secured.

10. That if possession is allowed to remain in any other person or entity to the exclusion of Mortgagors for a period of one year or more, or if all or any part of the mortgaged property or any interest therein is sold, assigned, transferred or conveyed by Mortgagors, or any of them, without Mortgagee's prior written consent, excluding only, (a) the creation of a purchase money security interest for household appliances, (b) a transfer by device, descent or by operation of law upon death of a joint tenant, or (c) the grant of any leasehold interest of one year or less (including all mandatory or optional renewal periods) not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all indebtedness secured by this mortgage to be due and payable immediately with or without notice to Mortgagors. Mortgagee may condition its consent to any such transfer of possession of, or a interest in, the mortgaged property upon transferee's agreeing to pay a greater rate of interest on all or part of the indebtedness secured by this mortgage or to adjust the payment schedule of all or any part of the indebtedness secured by this mortgage upon Mortgagee's approval of the credit worthiness of the transferee and upon the transferee's payment to Mortgagor a reasonable transfer or assumption fee. Upon breach by Mortgagors, or any of them, of the covenants herein contained, Mortgagee may, at its election, proceed to foreclose this mortgage as hereinafter provided or as provided by law.

11. That all the covenants and agreements of Mortgagors herein contained shall be extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of the successors and assigns of Mortgagee.

12. That the provisions of this mortgage and the Agreement secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of such Agreement shall not affect the validity and enforceability of the other provisions of this mortgage or of such Agreements. The remedies provided to Mortgagee herein are cumulative with rights and remedies of Mortgagee at law and equity and such rights and remedies may be exercised concurrently or consecutively. A carbon or photostatic copy of this mortgage may be filed as a financing statement at any public office.

This mortgage shall continue in full force and effect until all of the indebtedness (including future advances) secured by this mortgage shall have been paid in full. Mortgagee shall have no further obligation to extend credit to the Borrowers under the Agreement, and Mortgagee shall have executed and delivered to Mortgagors a release or satisfaction of this mortgage in recordable form, even though from time to time for extended periods of time there may be no indebtedness owed to Mortgagee under this Agreement described above and no other indebtedness hereby secured, it being the intention of the Mortgagors that this mortgage and the title to the mortgaged premises hereby conveyed to Mortgagee shall remain in full force and effect and shall secure all indebtedness described above in this mortgage whether now owed or hereafter incurred at any time prior to termination of this mortgage by the means just described. Mortgagee agrees to execute and deliver to Mortgagors a release or satisfaction of this mortgage within a reasonable time after written demand therefor at any time there is no indebtedness secured by this mortgage and no obligation on the part of the Mortgagee to extend any credit to the Borrowers under this agreement. Upon termination of this mortgage by the means hereinabove described, the grant and conveyance herein made shall be and become null and void; but should default be made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof or should any interest or finance charge thereon remain unpaid at maturity or should default be made in the repayment of any sum expended by the Mortgagee under the authority of any provision of this mortgage, or should the interest of Mortgagee in the mortgaged property become endangered by reason of the enforcement of any lien or encumbrances thereon, or should as petition to condemn any part of the mortgaged

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property be filed by any authority, person or entity having power of eminent domain, or should any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage of the indebtedness hereby secured or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged property shall be charged against the owner of this mortgage, or should at any time of the covenants contained in this mortgage or in any Agreement secured hereby be declared invalid or unenforceable by any court of competent jurisdiction, or should Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said event the whole indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this mortgage, subject to foreclosure at the option of the Mortgagee, notice of the exercise of such option hereby expressly waived by Mortgagors, and Mortgagee shall have the right to enter upon and take possession of the mortgaged property and after or without taking such possession to sell the same before the Courthouse door of the County (for the division thereof) where said property, or any substantial part of said property is located, at public outcry for cash, after giving notice of the time, place and terms of such sale by publication once as week for three consecutive weeks prior to said sale in some newspaper published in said County; and upon the payment of the purchase price, Mortgagee or the auctioneer at said sale is authorized to execute to purchaser for and in the name of Mortgagors a good and sufficient deed to the property sold. Mortgagee shall apply the proceeds of said sale or sales under this mortgage as follows: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee if the unpaid debt after default exceeds \$300.00; Second to the payment of any amounts that may have been expended or that may be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; Third, to the payment of the indebtedness hereby secured and interest and finance charges thereon in such order as Mortgagee may elect, whether such debts shall or shall not have fully matured at the date of said sale; and Fourth, the balance, if any, to be paid over to the Mortgagors or to whomsoever then appears of record to be the owner of Mortgagors' interest in said property. Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale hereunder. Mortgagors hereby waive any requirement in that the mortgaged property be sold in separate tracts and agree that Mortgagee may, at its option, sell said property en masse regardless of the number of parcels herein conveyed.

IN WITNESS WHEREOF, each of the undersigned has hereunto set his or her signature and seal this 30th day of November, 1995.

<u>Monta Standridge</u> (seal)	_____ (seal)
Borrower	Borrower
<u>Emma Standridge</u> (seal)	_____ (seal)
Borrower	Borrower

08/21/94 1995-34502
SHELBY COUNTY JUDGE OF PROBATE
004 NCD 166.00

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, in and for said County, ~~in said State~~, hereby certify that Monta Standridge and wife, Emma Standridge, whose names are signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this the 30th day of November, 1995.

Judith C. Ravender
NOTARY PUBLIC
My Commission Expires: 9/25/99

This document prepared by:
A. Bruce Graham, Attorney-at-Law
803 3rd. St. S. W.
P. O. Drawer 307
Childersburg, Alabama 35044

Inst # 1995-34502

12/04/1995-34502
08:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 NCD 166.00