Lori Champion	This instrument was prepared by
HOLI CHAMPION	(Name) Charles Waldrop (Address) 3449 Lorna Road
2610 Royal Court	Birron State BANK 35216
Pelham, AL 35124	
	-3449 Lorna Road Birmingham, AL 35216
MORTGAGOR "I" includes each mortgagor above.	*You" means the mortgagee, its successors and assigns.
EAL ESTATE MORTGAGE: For value received, I,	⊢ Lori Champion
	, mortgage, grant, bargain, sell and convey to you, with power of sale.
secure the payment of the secured debt described below, seements, appurtenances, rents, leases and existing and fur ROPERTY ADDRESS: 2610 Royal Court	eture improvements and fixtures (all called the "property"). Pelham, Alabama35124
EGAL DESCRIPTION:	(City)
Lot 8, Royal Oaks 4th Sector, U	nit 2, Book 9, page 16601900 lby County, Alaba
	D1/19/1996-D1908 D1/19/1996-D1908
••	D1/19/1996-D19UB 11:10 AM CERTIFIED 11:10 AM CERTIFIED
	DI/19/19 AM CERTIFIED IF PROMIE SELVICIONITY NEED IN 51.00
	A A & A PROPERTY NAME 51.00
	SELDING WELL
located inShelby	County, Alabama.
ITLE: I covenant and warrant title to the property, except for N / ∆)f
this mortgage and in any other document incorporate	secured debt and the performance of the covenants and agreements contained in ed herein. Secured debt, as used in this mortgage, includes any amounts I owe you do by this mortgage and all modifications, extensions and renewals thereof.
The secured debt is evidenced by (List all instruments	s and agreements secured by this mortgage and the dates thereof.):
☑Union State Bank Home	Equity Line
Future Advances: All amounts owed un advanced. Future advances under the ag extent as if made on the date this mortgants.	ider the above agreement are secured even though not all amounts may yet be preement are contemplated and will be secured and will have priority to the same age is executed.
Revolving credit loan agreement dated0_1_though not all amounts may yet be advanced, will have priority to the same extent as if made	703796
The above obligation is due and payable on	if not paid earlier.
•	t any one time shall not exceed a maximum principal amount of:
Twenty five thousand and Opplus interest, plus any disbursements made for the p	0 / 100 ths Dollars (\$25,000,00), payment of taxes, special assessments, or insurance on the property, with interest
on such disbursements.	
	secured by this mortgage may vary according to the terms of that obligation. he terms under which the interest rate may vary is attached to this mortgage and
made a part hereof.	
IDERS: Commercial	
ICHATURES. Bu stantage below I serves to the terms and	covenants contained in this mortgage (including those on the reverse side which
ere hereby incorporated onto this side of this mortge	age form) and in any riders described above signed by me.
- when well	(Seal) (Seal)
Lori Champion	
	. (Seal) (Seal)
VITNESSES:	
	<u> </u>
ANNOUNDED CRAFFITE OF ALABAMA Sholl	by, County ss:
	, a Notary Public in and for said county and in said state, hereby certify that
" und undersigned	
	egoing conveyance, and who <u>is</u> known to me, acknowledged before me on tents of the conveyance, <u>sho</u> executed the same voluntarily on the day the
same bears date.	
	of the
^-	regoing conveyance and who known to me, acknowledged before me on
this day that, being informed of the con- executed the same voluntarily for and as	tents of the conveyance, he, as such officer and with full authority.
Given under my hand this the	a a devict
My commission expires:	3rd day of January 199
	dara Mey
MY COMMISSION EXPIRES APRIL 7, 1999 1985 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 FORM OCP-MTG-	-AL 5/14/87 ALABAMA
and the control of th	<i>i i</i>

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 lose 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 demaged 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 fell 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 Mortgages to Perform for Mortgagor. If I fell to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may algo 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 beforehend. 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 it co-sign this mortgage but do not co-sign the underlying debt it do so only to mortgage my interest in the property under the terms of this mortgage, it 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.

**** ***** *e30 0 1909

	Pelham, AL Borrower's Na	ime and Address	3449 Lo: Birmino	N STATE BANK rna Road hame Mad 35216	
You" means each borrower above, printly and severally No84000658		Brilling Cycle Ends 250 00 Of every		month the 10th day	
"loan account balar under this plan, plan account balar under this plan, plan pour carry with us. I on the line labeled amount of principal any time. "Trigge transaction account in addition, we "Initial Advance" mas an advance to amount of money Balance" is the am	te in this agreement have side means the sum of the unus unpaid but earned finances that are due. "Transaction is that are due. "Transaction is "Trans. Acct. #." "Line of Cowe will profinarily allow you tring Balance" is the amount of prevent us from lending you will use the following terms will use the following terms show the plan. "Minimum Acowe will advence to you at yount of principal of loans we ount of principal of loans we	paid principal of loans made the charges, plus any credit Account means an account listed at the top of the form the first means the maximum to owe us under this plan at int you must keep in your ou money under this plan. If for this home equity plan: we will require you to accept thance" means the smallest our request. The "Minimum or request."	ADDITIONAL Repayment date the loan accountifyou fail to money to you apply to such a You can pass you owe are payment. The amounts reduce the amounts ROUNDING RULE nearest \$ 1.00000000000000000000000000000000000	EPAYMENT TERMS: If your is less than the minimum payment balance o make a payment, we may, but to make the payment. All the talloan my off all or part of what you owen'y amount you must continue to mits you pay will first reduce any), then will reduce the final ount of unpaid loans. E. The minimum payment will be.	ent amount, you must pay in the amount paying the amount with a green ent with all any time. However, so the make your periodic minimality the amount owed for creating charges, and finally be rounded.

It any term of this agreement violates any law or for some other reason is not enforceable, that term will not be part of this agreement. This agreement is subject to the laws of the state where we are located.

AX DEDUCTIBILITY: You should consult a fax advisor regarding the deductibility of interest and charges under this home equity plan.

EQUESTING A LOAN: You request a loan under this plan whenever you. write a check for at least the minimum advance listed above using one of the special checks you have for that purpose.

OW THE LOAN IS ADVANCED: When you request a loan, we will, subject to any limitations contained in this agreement, advance exactly the amount you request, so long as the requested amount equals or exceeds the minimum advance listed above. We will make the advance by depositing the amount in your transaction account, by advancing the money directly to you, or by paying a designated third person or account, depending on how we agree to make the advance. We will record the amount as a loan in your loan account

If your request is for less than the minimum advance, we may, at our option, grant the request. However, granting the request does not mean we will be required to grant requests for less than the minimum advance in the luture. We always have the option to deny any such request

However, we will not ordinarily grant any request for a loan which would cause the unpaid principal of your loan account balance to be greater than the Line of Credit listed above. We may, at our option, grant such a request

	eriod, you may not request advances lotating more than
 During the draw pr 	ariod, you will be limited to a total of
. During the term of	the plan, you may not request advances totaling more
	the plan, you will be limited to a total of

ig cycle, we apply a daily periodic rate of linance charge to the "average daily balance" of your loan account for the billing cycle. We then multiply that figure by the number of days in the billing cycle. The average dally balance is computed as follows: First, we take your loan account balance at the beginning of the day and subtract any unpaid finance charges and credit insurance premiums (II any) that are due. Next, we subtract the portion of any payments or credits received that day which apply to the repayment of your loans. (A portion of each payment you make is applied to finance charges and credit insurance premiums, if any.) Then we add any new loans made that day. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance"

The gaily periodic rate of FINANCE CHARGE is _____% which is equal to an ANNUAL PERCENTAGE RATE of ___ 8_50___% The annual percentage rate includes interest and not other costs.

RIABLE RATE: The annual percentage rate may change, and will be

the highest base rate on corporate loans at large U.S. money center commercial banks that The Wall Street Journal publishes as the prime rate The resulting annual percentage rate will be rounded up to the nearest 125%; The annual percentage rate may increase if this "base rate" increases. An increase will take effect on the day the rate changes. An increase will result in an increase in the finance charge and it may have the affect of increasing your periodic minimum payment. The annual percentage rate will riot increase more often than once a day. A decrease will have the opposite effect of an increase disclosed above

If the base rate changes more frequently than the annual percentage rate, we will always use the base rate in effect on the day we adjust the annual percentage rate to determine the new annual percentage rate, in such a base, we will ignore any changes in the base rate that occur between

annual percentage rate adjustments.

The "annual percentage rate" referred to in this section is the annual rate which dorresponds to the periodic rate applied to the balance as described above. This corresponding ANNUAL PERCENTAGE RATE will never exceed 17%, and will never exceed the highest allowable rate for this type of agreement as determined by applicable state or federal law

N YOU REPAY YOUR LOANS: On or before each payment date you agree o make a minimum payment to reduce your debt. The minimum payment tmount is 2% of your loan account balance on the last day of the billing cycle, of \$100.00, whichever is greater.

AL PAYMENT: On the maturity date listed above, you must pay the imount of any remaining loan account balance outstanding. The minimum sayment will not fully repay the principal that is outstanding on your line At that have your

may be required to pay the entire balance in a single balloon payment. (The amount of your line of credit, the timing of your payments and your pattern of advances all effect whether you will have to make such a payment.)

 \square will the required to pay the entire balance in a single balloon payment.

If you have any loan account balance at that time, we are not obligated to efinance your account, but will consider your request to do so. If you sfinance this account at maturity, you may have to pay some or all of the losing costs normally associated with a new losn even if you obtain nancing from us.

the amount you owe us out of money that we are required to pay you (such as money in your savings or checking account) However, we cannot use in this way money in your IRA or other tax deterred retirement account. State law may further limit our right of set-off

However, we will have no right of set-off against your loan account balance if you can obtain credit under this plan by using a debit or a credit card.

We have also secured your obligations under this plan by taking a security interest (by way of a separate security agreement, mortgage or other instrument dated ___01/03/96

following property, described by item or type.

2610 Royal Court Pelham, AL 35124

Inst # 1996-01908

01/19/1996-01908 11:10 AM CERTIFIED SHELBY COUNTY JUNCE OF PRODATE 51.00 OCC WELL

950
[] If checked, collateral securing other loans you have with us may also secure loans under this agreement
Filing fees \$
You may buy property insurance from anyone you want who is acceptable
to us, or you may provide the insurance through an existing policy if you buy
the insurance from or through us, your premium will be

CHANGING THE TERMS OF THIS AGREEMENT: Generally, we may not change the terms of this agreement. However, we may change the terms in the following circumstances:

- If this is a variable rate plan, we may change the index and margin if the original index described above becomes unavailable. Any new index will have a historical movement similar to the original, and, together with a new margin, will produce a similar interest rate.
- We may make changes that you have agreed to in writing
- We may make changes that unequivocally benefit you
- We may make changes to insignificant terms of this agreement.
- We will refuse to make additional extensions of credit or reduce your credit limit if the maximum annual percentage rate is reached

If we are required to send notice of a change in terms, we will hend the notice to your address listed above. (You should inform us of any change in address.)

ADDITIONAL CHARGES: You agree to pay the following additional charges

- the You agree to pay an additional fee of \$50,00 per year in order to participate in the participate with the will add this amount to your loan account balance on an annual basis
- A late charge on any payment not paid within 10 days of the payment date of 5% of the payment or \$100.00, whichever is less.
- A charge of \$20.00 for any advance made in an amount less than the minimum advance

	and and				
٠	Appraisal	\$	Official Fees	\$	
	Property Survey	\$:	Title Search	\$	
	Origination Fee	\$	Title Insurance	\$	
	(Other)			\$	

ATTORNEY'S FEES: If you default on this agreement and if we are required to hire a lawyer to collect what you owe under this agreement, you agree to pay our reasonable attorney's tees not exceeding 15% of the unpaid debt after default. However if the unpaid debt does not exceed \$300.00, you do not agree to pay our reasonable attorney's fees

NOTICE: See the reverse side for additional terms and for information about your rights in the event of a billing error.

SIGNATURES: By signing below, you agree to the terms on both sides of this agreement and you promise to pay any amounts you owe under this agreement. You also state that you received a completed copy of the agreement on today's date.

CAUTION IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.	
Signature 1200-2 1200-2	_
Signature Lori Champlon	-
Ву	

© 1963 BANKERS SYSTEMS INC. STICLOUD, MN 58301 FORM OCP-HE-AL 9-18 90 (C)