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[A] *Mortgage.* This document, which is deted111y241996. will be called the *Mortgage.* will be called *Length*. TARRENGE SERVER SERVE			TT .				96
(c) *Londor.* Compass Bank and which obstate under the laws of the State of Alabama or the United States. Londor's address is 1.5 Scuth 20Ph. Strant. Blumingham. All. 35233 (b) *Agreement.* The "Compass Egity" Live of Circlet Agreement and Disclosure Strainment" eigned by Borrower and dated *295_0. as it may be armanded, will be called the "Agreement.". The Agreement establishes an open-and credit plan thereinafter call the "Agreement of the Agreement and the "Agreement and the Mortages." paid in fault. The Mortages held incline and add efter the Manutry Data until all surne owing under the Agreement and the Mortages. paid in fault. The Mortages held incline and the "Agreement and the Mortages." paid in fault. The Mortages held incline and the "Agreement and the Mortages." paid in fault. The Mortages held incline and the product and the "Agreement and the Mortages." paid in fault. The Mortages held incline and the "Agreement and the Mortages." paid in fault. The Mortage held incline and the "Agreement and the Mortages." paid in fault. The Mortages held incline and the "Agreement and the Mortages." paid in fault. The Mortages held incline and the "Agreement and the "Agreement and the "Agreement and the "Agreement and the Mortages." The Agreement and the "Agreement	(A) "Mortgage	e." This document, whic	h ie dated <u>July 2</u>	-			19
and which ookse under the lews of the State of Alabama or the United States. Londer's address is 15 South 2010. Streat Burningham. All. 35233 (D) "Agresment." The "Compase Solity Line of Clistif Agresment and Disobsers Statement" eligend by Sporower and deted	(B) "Borrower.	· * <u>CLARRNCR LKV</u> Compana Bank	RRT SKALR, III	will be called "Le	MOST. Lander is a col	poration or association	which was formed
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TREET RATE ADJUSTMENTS The Monthly Periodic Rate applicable to your Account will be the prime rate as published in the Wall Street Journal's "Money Rates" to Cindex Rate") in affect on the last business day of the previous celendar month plus 1.50000 percentage points (the "Annual Percentage Rate") divided by 12. If multiple rates are quoted in the table, then the highest rate will be considered the Index Rate. The Monthly Periodic Rate and the Annual Percentage Rate may vary from billing cycle to billing cycle based on increases and decreases in the Index Rate. Annual Percentage Rate corresponding to the Monthly Periodic Rate does not include costs other than interest. The Annual Percentage Rate are corresponding to the Monthly Periodic Rate does not include costs other than interest. The Annual Percentage Rate applicable to work Account will increase if the Index Rate . I have a set of the Annual Percentage Rate applicable to the Account shall be 18.000. ** and the minimum Annual Percentage Rate applicable to the Account shall be 18.000. ** and the minimum Annual Percentage Rate applicable to the Account shall be 18.000. ** and the minimum Annual Percentage Rate applicable to the Account shall be 18.000. ** and the minimum Annual Percentage Rate applicable to the Account shall be 18.000. ** and the minimum Annual Percentage Rate applicable to the Account shall be 18.000. ** and the minimum Annual Percentage Rate applicable to the Account shall be 18.000. ** and the minimum Annual Percentage Rate applicable to the Account shall be 18.000. ** and the minimum Annual Percentage Rate applicable to the Account shall be 18.000. ** and the minimum Annual Percentage Rate applicable to the Account shall be 18.000. ** and the minimum Annual Percentage Rate applicable to the Account shall be 18.000. ** and the minimum Annual Percentage Rate applicable to the Account shall be 18.000. ** and the minimum Annual Percentage Rate applicable to the Account shall be 18.000. ** and the 18.000. ** and the 18.000. ** and the 18.00	referred to (E) "Maturity (the Agree belance o the Agree	to as "Advances". Date." Unless terminate ament will terminate two outstanding at the time of time of time of the time of the time of the time of tim	ed sooner in accordance enty (20) years from of termination of the A hall remain valid after	the date of the A treement by cont the Maturity Date	of the Agreement, Lengreement. The Agree greement. The Agree grouing to make minim until all sums owing u	der's obligations to make ement permits the Borro um monthly payments in nder the Agreement and	te Advences under ower to repay any n accordance with I this Mortgage are
The Monthly Pariodic Rate applicable to your Account will be the prime rate as published in the Wall Street Monty Rate. Though Rate ("Indix Rate") in affect on the last business day of the previous celendar month plus. 1.500000 personate micro promite the "Annual Percentage Rate" in divided by 12. If multiple rates are quoted in the table, then the highest rate will be considered the Index Rate. The Monthly Pariodic Rate on the date of this Mortgage is 0.18125. See and the Annual Percentage Rate accorresponding to the Monthly Pariodic Rate does not include costs other then interest. The Annual Percentage Rate and the Index Rate in Sets on the last business day of the calendar month increases from one month the next. An increase will take effect in the current billing cycle and may result in a higher finance charge and a higher minimum parameter. The maximum Annual Percentage Rate applicable to the Account shall be 18,0000. % and the minimum Annual Percentage Rate applicable to the Account shall be 18,0000. % and the minimum Annual Percentage Rate applicable to the Account shall be 18,0000. % and the minimum Annual Percentage Rate applicable to the Account shall be 18,0000. % and the minimum Annual Percentage Rate applicable to the Account shall be 18,0000. % and the minimum Annual Percentage Rate applicable to the Account shall be 18,0000. % and the minimum Annual Percentage Rate applicable to the Account shall be 18,0000. % and the minimum Annual Percentage Rate applicable to the Account shall be 18,0000. % and the minimum Annual Percentage Rate applicable to the terminal Percentage Rate applicable to the Account. The Lender has any obligation to make Advances up to the credit impute the form the Account is an open-end credit plan which obligates Lender to make Advances up to the credit impute the Account of the Acc	(F) "Property."	." The property that is de	secribed below in the	section titled "Des	oription Of The Proper	ty" will be called the "Pi	roperty".
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I grant, bergein, sell and convey the Property to Lender. This means that, by signing this Mortages, it am giving Lender the rights that the law gives to lender who hold mortages on property. I am giving Lender these rights to protect Lender from possible loses that might result if I fail to: (A) Pay all amounts that I owe Lender under the Agreement, or other evidence of indebtedness ensing out of the Agreement or Account (B) Pay, with interest, any amounts that Lender spands under this Mortages to protect the Property or Lender's rights in the Property; et (C). Keep all of my other promises and agreements under this Mortages and under the Agreement. (C) Keep all of my other promises and agreements listed in (A) through (C) above and Lender's obligation to make Advances under the Agreement terminated, this Mortages and under the in (A) through (C) above even though I may have other agreements with Lender. ENDER'S RIGHTS IF BORROWER FAILS TO KEEP PROMISES AND AGREEMENTS If an Event of Default (as defined below) occurs, Lender may terminate the Account and require that I pay immediately the entire amount tremaining unpaid under the agreement andure this Mortages. Lender may take these actions without making any further demand payment. This requirement will be called "immediate Payment in Full". At the option of Lender, the occurrence of any of the following events shall constitute an "Event of Default": (A) Failure by you to meet the repayment terms of the Agreement; or requested under Section 15 of the Agreement; or constitute involuntary transfer under this Mortages. (A) Failure by you to meet the repayment terms of the Agreement; or the Agreement and the property of the Account or any right of Lender in such security involuntary transfer under this Mortages. (A) Failure by you to meet the repayment terms of the Agreement; or the property are required by this Mortages, or the voluntary involuntary transfer under this Mortages. (B) Ay action or failure to act by you windshe adversely affects Lender's se	The Account Mortgage will	is an open-end credit po I remain in affect as long	ian which obligates L g as any amounts are	ender to make Ad outstanding on th	ivances up to the crease Account, or the Lea	dit limit est forth above nder has any obligation	, I agree that this to make Advances
if an Event of Default (as defined below) occure, Lender may terminate the Account and require that I pay immediately the entire amount to remaining unpaid under the ageement and under this Mortgage. Lender may take these actions without making any further demand payment. This requirement will be called "Immediate Payment In Full". At the option of Lender, the occurrence of any of the following events shall constitute an "Event of Default": Failure by you to meet the repayment terms of the Agreement: Fraud or material misrepresentation by you in connection with the Account, application for the Account or any financial information or requested under Section 15 of the Agreement; or Any action or failure to act by you which adversely affects Lender's security for the Account or any right of Lender in such security and action or failure to act by you to maintain insurance on the Property as required by this Mortgage, or the voluntary sale or transfer of all or part of the Property. Transfer of the Property caused by your death or condemnation at involuntary sale or transfer under this Mortgage. If the to make immediate Payment in Full, Lender may sall the Property at a public auction. The public auction will be held at the front property in lots or parcels or as one unit as it sees fit at this public auction. The Property will be sold to the highest bidder at the public of the time, place and terms of sale will be given by publishing the notice with a description of the Property once a week for three second from Borrower. Failure of the time, place and terms of sale will be given by publishing the notice with a description of the Property once a week for three second eleve weeks in a newspaper published in the county or counties in which the Property to the buyer (who may be the Lender) at public auction, and use the money received to pay the following amounts: (1) all expenses of the sele, including edvertising and selling coets and attorney's and auctioneer's fees; (2) all amounts that I owe Lender under t	I grant, bargainthe Property and property. I and (A) Pay all (B) Pay, where (C) Keep and (C) the property of t	in, sell and convey the P subject to the terms of the m giving Lender these rig ill amounts that I owe Lender with interest, any amount all of my other promises promises and agreement this Mortrage, and the ti	roperty to Lender. The his Mortgage. The Lender into protect Lender ander under the Agreents that Lender epends and agreements under the listed in (A) throughtenefer of my rights.	is means that, by nder also has those from possible loss nent, or other evideunder this Mortgage and the C) above and the property w	e that might result if ance of indebtedness of the Property of	I fail to: prising out of the Agreen prty or Lender's rights in t. make Advances under to will end. This Mortgage	nent or Account; the Property; and the Agreement has
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The to make immediate Payment in Full, Lender may sell the Property at a public auction. The public auction will be held at the front in the food of the courthouse in the county where the Property is located. The Lender or its personal representative (the "auctioneer") may be property in lote or parcels or as one unit as it sees fit at this public auction. The Property will be sold to the highest bidder at the public auction. The Lender may bid at the public auction, and if the Lender is the highest bidder, the Property will be purchased for oradit against balance due from Borrower. Entitle payment and authority to convey by deed or other instrument all of my rights in the Property to the buyer (who may be the Lender) at public auction, and use the money received to pay the following amounts: (1) all expenses of the sale, including advertising and selling costs and attorney's and auctioneer's fees; (2) all amounts that I owe Lender under the Agreement and under this Mortgage; and (3) any surplus, that amount remaining after paying (1) and (2), will be paid to the Borrower or as may be required by law.	F S (2) reque	ested under Section 15 o action or failure to act b ding, without limitation, t untervisale or transfer o	of the Agreement; or y you which adversely the failure by you to r of all or part of the	y affects Lender's naintain insurance Property. Transfe	security for the Acco	unt or any right of Lend	er in such security, or the voluntary or
Seedcefeive weeks in a newspaper published in the county or counts in which the Property to the buyer (who may be the Lender) at which pewer and authority to convey by deed or other instrument all of my rights in the Property to the buyer (who may be the Lender) at public auction, and use the money received to pay the following amounts: (1) all expenses of the sale, including advertising and selling costs and attorney's and auctioneer's fees; (2) all amounts that I owe Lender under the Agreement and under this Mortgage; and (3) any surplus, that amount remaining after paying (1) and (2), will be paid to the Borrower or as may be required by law.	to ma many poor of Fitter Poperty	the courthouse in the or in lote or parcels or set	In Full, Lender may a ounty where the Prope one unit as it sees fit	ell the Property at orty is located. The at this public suct be Lander is the bi	aheat bidder, the Prop	erty will be purchased for	or credit against the
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Mortgage, I will promptly pay all amounte remaining due after the sale, plus interest at the rate stated in the Agreement. SESCRIPTION OF THE PROPERTY The Property is described in (A) through (J) below:	(1) all ext (2) all am (3) any et If the money Mortgage, I v SESCRIPTION O	penses of the sale, included nounts that I owe Lender surplus, that amount remain y received from the publication will promptly pay all amounts OF THE PROPERTY	ding advertising and e- under the Agreement aining after paying (1) die eale does not pay unte remaining due af	elling costs and att and under this Mo and (2), will be pa , all of the expens	ortgage; and aid to the Borrower or : see and amounts ! ov	as may be required by la	iw. greement and this
(A) The property which is located at 141 STRATFORD CIRCLE PELHAM, AL. 35124				D CIRCLE PE	LHAM, AL. 3512	4	
This property is inSHRIBY County in the State of _ATABAMA It has the following legal descript					ADDRESS.		ng legal description:
LOT 68, ACCORDING TO THE MAP AND SURVEY OF STRATFORD PLACE, PHASE IV, AS RECORDED IN NO	LOT 68.	ACCORDING TO TH	E MAP AND SURV	TEY OF STRAT	FORD PLACE, PE	lase IV, as reco	ORDED IN MAP
BOOK 14, PAGE 69, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. CLARENCE LEVERT SEALE, III IS ONE AND THE SAME PERSON AS CLARENCE LAVERT SEALE, MI.	BOOK 14.	PAGE 69. IN TH	E OFFICE OF T	TE JUDGE OF	PROBATE OF SHI	LBY COUNTY, AL	ABAKA.

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[If the property is a condominium, the following must be complete N/A	ed:] This property is part of a condominium project known se
	(called the "Condominium Project"). This property includes my unit and all of my

- (B) All buildings and other improvements that are located on the property described in paragraph (A) of this section;
- (C) All rights in other property that I have as owner of the property described in paragraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the property";
- (D) All rents or royalties from the property described in paragraphs (A) and (B) of this section;
- (E) All mineral, oil and gas rights and profits, water rights and water stock that are part of the property described in paragraph (A) of this section;
- (F) All rights that I have in the land which lies in the streets or roads in front of, or next to, the property described in paragraph (A) of this section;
- (G) All fixtures that are now or in the future will be on the property described in paragraphs (A) and (B) of this section, and all replacements of and additions to those fixtures, except for those fixtures, replacements or additions that under the law are "consumer goods" and that I acquire more than twenty (20) days after the date of the Agreement;
- (H) All of the rights and property described in paragraphs (A) through (F) of this section that I acquire in the future,
- (I) All replacements of or additions to the property described in paragraphs (B) through (F) and paragraph (H) of this section; and
- (J) All judgments, swards and settlements affeing because the property described in paragraphs (A) through (i) of this section has been condemned or damaged in whole or in part (including proceeds of insurance); provided, however, that any sum received by Londer will be applied to any amounts which I owe under the Agreement.

BORROWER'S RIGHTS TO MORTGAGE THE PROPERTY AND SORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that except for the "exceptions" listed in the description of the Property; (A) I lewfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender, and (C) there are no outstanding claims or charges against the Property.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

I promise and I agree with Lander as follows:

1. BORROWER'S PROMISE TO PAY AMOUNTS ADVANCED UNDER THE AGREEMENT AND FINANCE CHARGES, AND TO FULFILL OTHER PAYMENT OBLIGATIONS

I will promptly pay to Lander when due: all amounts advanced under the Agreement; late charges and other charges as stated in the Agreement and any amounts expended by Lender under this Mortgage.

2. LENDER'S APPLICATION OF BORROWER'S PAYMENTS

Unless the law requires or Lender chooses otherwise, Lender will apply each of my payments under the Agreement and under Paragraph 1 above in the following order and for the following purposes:

(A) First to pay finance charges then due under the Agreement; and

(B) Next, to late and other charges, if any; and

(C) Next, to Lender's costs and expenses, if any; and

(D) Next, to pay any Advances made under the Agreement or payments made under this Mortgage.

3. BORROWER'S OBLIGATION TO PAY CHARGES AND ASSESSMENTS AND TO SATISFY CLAIMS AGAINST THE PROPERTY

I will pay all taxes, assessments, and any other charges and fines that may be imposed on the Property and that may be superior to this Mortgage. I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will do this by making payments, when they are due, directly to the persons entitled to them. (In this Mortgage, the word "person" means any person, organization, governmental authority, or other party.) Upon request, I will give Lender a receipt which shows that I have made these payments.

Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "lien". I will promptly pay or satisfy all liens against the Property that may be superior to this Mortgage. However, this Mortgage does not require me to eatisfy a superior lien if: (a) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves the way in which I agree to pay that obligation; or (b) I, in good faith, argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be anforced and no part of the Property must be given up.

Condominium Assessments

If the Property includes a unit in a Condominium Project, I will promptly pay when they are due all assessments imposed by the owners association or other organization that governs the Condominium Project. That association or organization will be called the "Owners Association".

4. BORROWER'S OBLIGATION TO OSTAIN AND TO KEEP HAZARD INSURANCE ON THE PROPERTY

(A) Generally

will obtain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by firs, hazards normally covered by "extended coverage" hazard insurance policies, and other hazards for which Lander requires coverage. The insurance must be in the amounts and for the periods of time required by Lander. Lander may not require me to obtain an amount of coverage that is more than the value of all buildings and other improvements on the Property.

I may choose the insurance company, but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All of the insurance policies and renewals of those policies must include what is known as a "standard mortgages clause" to protect Lender. The form of all policies and the form of all renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals.

I will pay the premiums on the insurance policies by paying the insurance company directly when the premium payments are due. If Lender requires, I will promptly give Lender all receipts of paid premiums and all renewal notices that I receive.

If there is a loss or demage to the Property, I will promptly notify the insurence company and Lender. If I do not promptly prove to the insurance company that the loss or demage occurred, then Lender may do so.

The amount paid by the incurance company is called "proceeds". The proceeds will be used to reduce the amount that I owe to Lender under

the Agreement and this Mortgage, unless Lender and I have agreed to use the proceeds for repairs, restoration or otherwise.

The Lender has the authority to settle any claim for insurance benefits and to collect the proceeds. Lender then may use the proceeds to reduce the amount that I owe to Lender under the Agreement and under this Mortgage or to repair or restore the Property as Lender may see fit. If any proceeds are used to reduce the amount that I owe to Lender under the Agreement, that use will not delay the due date or change the

amount of any of my monthly payments under the Agreement and this Mortgage. However, Lander and I may agree in writing to those delays or changes.

If Lander acquires the Property by purchase at foreclosure sale, all of my rights in the insurance policies will belong to Lander. Also, all of my rights in the insurance policies will belong to Lander. Also, all of my rights in the insurance policies will belong to Lander. Also, all of my rights in the insurance policies will belong to Lander.

rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender will belong to Lender. However, Lender's rights in those proceeds will not be greater than the amount that I owe to Lender under the Agreement and under this Mortgage.

(B) Agreements that Apply to Condominiums

(i) If the Property includes a unit in a Condominium Project, the Owners Association may maintain a hazard insurance policy which covers the entire Condominium Project. That policy will be called the "master policy". So long as the master policy remains in effect and meets the requirements stated in this Peragraph 4: (a) my obligation to obtain and to keep hazard insurance on the Property is estimated; and (b) if there is a conflict, concerning the use of proceeds, between (1) the terms of this Paragraph 4, and (2) the law or the terms of the declaration, by-laws, regulations or other documents creating or governing the Condominium Project, then that law or the terms of those documents will govern the use of proceeds. I will promptly give Lender notice if the master policy is interrupted or terminated. During any time that the master policy is not in effect, the terms of (a) and (b) of this subparagraph 4(B)(i) will not apply.

(ii) If the Property includes a unit in a Condominium Project, it is possible that proceeds will be paid to me instead of being used to repair or to restore the Property. I give Lander my rights to those proceeds. All of the proceeds described in this subpersgraph 4(B)(ii) will be paid to be used to reduce the amount that I owe to Lander under the Agreement and under this Mortgage. If any of those proceeds remain after the amount that I owe to Lander has been paid in full, the remaining proceeds will be paid to me. The use of proceeds to reduce the amount that I owe to Lander will not be a prepayment that is subject to the prepayment charge provisions, if any, under the Agreement,

Agreement CLS

5. BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL OBLIGATIONS IN LEASE, AND AGRESMENTS ABOUT CONDOMINIUMS (A)* Agreements about Maintaining the Property and Keeping Promises in Lease I will keep the Property in good repair. I will not destroy or substantially change the Property, and I will not allow the Property to deteriorate. If I do not own but am a tenant on the Property, I will fulfill my obligations under my lease. (B) Agreements that Apply to Condominiums If the Property is a unit in a Condominium Project, I will fulfill all of my obligations under the declaration, by-laws, regulations and other documents that create or govern the Condominium Project. Also, I will not divide the Property into emailer parts that may be owned separately (known as "partition or subdivision"). I will not consent to certain actions unless I have first given Lender notice and obtained Lender's consent in writing. Those actions ere: (a) The abandonment or termination of the Condominium Project unless the abandonment or termination is required by law; (b) Any eignificant change to the declaration, by-laws or regulations of the Owners Association, trust agreement, articles of incorporation, or other documents that create or govern the Condominium Project, including, for example, a change in the percentage of ownership rights held by unit owners in the Condominium Project; and (c) A decision by the Owners Association to terminate professional management and to begin self-management of the Condominium project. 6. LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY If: (A) I do not keep my promises and agreements made in this Mortgage, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, a legal proceeding in bankruptoy, in probate, for condemnation, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the Property and Lender's rights in the Property. Lender's actions under this Peragraph 6 may include, for example, obtaining insurance on the Property, appearing in court, paying reseasable attorney's fees, and entering on the Property to make repairs. will pay to Lender any amounts, with interest at the same rate stated in the Agreement, which Lender spends under this Paragraph 6. This Mortgage will protect Lander in case I do not keep this promise to pay those amounts, with interest. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and I may agree in writing to terms of payment that are different from those in this paragraph. Although Lender may take action under this Paragraph 6, Lender does not have to do so. 7. LENDER'S RIGHTS IF BORROWER TRANSFERS THE PROPERTY If I sell or transfer all or part of the Property or any rights in the Property, Lender will require Immediate Payment in Full. ٠. 8. CONTINUATION OF BORROWER'S OBLIGATIONS My obligations under this Mortgage are binding upon me, upon my heirs and legal representatives in the event of my death, and upon anyone who obtains my rights in the Property. Lender may allow a person who takes over my rights and obligations to delay or to change the amount of the monthly payments of principal and interest due under the Agreement or under this Mortgage. Even if Lender does this, however, that person and I will both still be fully obligated under the Agreement and under this Mortgage unless Lander specifically releases me in writing from my obligations. Lander may allow those delays or changes for a peron who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a person for not fulfilling obligations under the Agreement or under this Mortgage, even if Lender is requested to do **#**0. 9. CONTINUATION OF LENDER'S RIGHTS Even if Lender does not exercise or enforce any right of Lender under the Agreement, this Mortgage or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays texes, or pays other claims, charges or lions against the Property, Lender will still have the right to demand that I make immediate Psyment in Full of the amount that I owe to Lender under the Agreement and under this Mortgage. 10. LENDER'S ABILITY TO ENFORCE MORE THAN ONE OF LENDER'S RIGHTS; OBLIGATIONS OF BORROWER; AGREEMENTS CONCERNING CAPTIONS Each of Lender's rights under this Mortgage is separate. Lander may exercise and enforce one or more of those rights, as well as any of Lender's other rights under the lew, one at a time or all at once. If more than one person signs this Mortgage as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Mortgage. Lender may enforce Lender's rights under this Mortgage against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts awed under the Agreement and under this Mortgage. However, if one of us does not sign the Agreement, then: (A) that person is signing this Mortgage only to give that person's rights in the Property to Lender under the terms of this Mortgage; and (B) that person is not personally obligated to make payments or to act under the Agreement or under this The captions and titles of this Mortgage are for convenience only. They may not be used to interpret or to define the terms of this Mortgage. Mortgege. 11. LAW THAT GOVERNS THIS MORTGAGE The law that applies in the place that the Property is located will govern this Mortgage. The law of the State of Alabama will govern the Agreement. If any term of this Mortgage or of the Agreement conflicts with the law, all other terms of this Mortgage and of the Agreement will still remain in effect if they can be given effect without the conflicting term. This means that any terms of this Mortgage and of the Agreement which conflict with the law can be separated from the remaining terms, and the remaining terms will still be enforced. By signing this Mortgage I agree to all of the a STATE OF ALABAMA COUNTY OF Jefferson a notary Public in and for said County, in said State, hereby certify that , the undersigned authority CLARENCE LEVERT SEALE, III, AND WIFE KELLY B. SEALE known to me, ecknowledged before me on this day that, being signed to the foregoing instrument, and who _ are executed the same voluntarily on the day the same bears date. they

Inst # 1996-24671

JULY, 1996

07/31/1996-24671 08:53 AM CERTIFIED SHELBY COUNTY JUBGE OF PROBATE 51.00 003 MC9

informed of the contents of this instrument, _

My commission expires: ___

Given under my hand and official seal this ___

5/20/2000

24th

day of