MORTGAGE FORM		· · · · · · · · · · · · · · · · · · ·		<del></del>
49b-2413	<del></del>	· · · · · · · · · · · · · · · · · ·		
State of Alabar				
r		MORTGAGE	•	
		his <u>19TH</u> day of <u>JULY</u> R, AN UNMARRIED MAN	, 19 <u>96</u> by and betwee	:n
(hereinafter called "Mortga (hereinafter called "Mortga		ore), and <u>BETHEL L. WHEELE</u>	R AND DIANE D. WHEELER	
WHEREAS,M	ARK DENNIS WHEEL	ER, AN UNMARRIED MAN		
indebted to the Mortgagee		FORTY THOUSAND AND NO	/100mic	_ is(are) justly
		•	•	
and renewals thereof, or of a if the Real Property is not a to secure all other indebted existing or hereafter incurre of such debt and interest the	any part thereof, and all I a consumer's principal de locas, obligations and liab ed or arising, whether abs hereon, including any ext I the stipulations herein of I estate, situated in	Interest payable on all of said debt at welling within the meaning of the Toblities owing by the maker of the no solute or contingent, and whether instensions and renewals and the intercontained, the Mortgagor does hereb SHELBY	debt evidenced by said note and any and and on any and all such extensions and fruth in Lending Act, 15 USC Sections are or the Mortgager, acurred as maker or guarantor, (the aggress thereon, is hereinafter collectively only grant, bargain, sell and convey unto the second series of the second series and convey unto the second series are sell and sell and sell are sell are sell and sell are sell ar	renewals and, a 1601 et seq., whether now regate amount called "Debt")
	•			

SEE ATTACHED EXHIBIT "A"

1996-24767

O7/31/1996-24767 O1:09 PM CERTIFIED SHELBY COUNTY JUNCE OF PROMITE 905 NC3 78.50

Form 100036 birFM1 (Rev. 2/91) Together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate and shall be conveyed by this mortgage.

TO HAVE AND TO HOLD the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgager covenants with the Mortgagee that the Mortgager is lawfully seized in fee simple of the Real Estate and line a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, unless otherwise set forth above; and the Mortgager will warrant and forever defend the title to the Real Estate unto the Mortgagee, against the lawful claims of all persons.

For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (I) pay all taxes, assessments, and other lieus taking priority over this mortgage (hereinaber jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgagec, at its option, may pay the same; (2) keep the Real Entite continuously insured, in such manner and with such companies as may be satisfactory to the Mortgagec, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with statisfard extended coverage endorsement, and against loss by such other perils as the Mortgagee may from time to time reasonably determine is prudent or is then required by applicable law, with loss, if any, payable to the Mortgagee, as its interest may appear; such insurance to be in an amount at least equal to the full insurable value of the improvements located on the Real Estate unless the Mortgagee agrees in writing that such insurance may be in a least amount. The original insurance policy and all replacements therefor, shall be delivered to and held by the Mortgagee until the Debt is paid in full. The original insurance policy and all replacements therefor must provide that they may not be concelled without the insurer giving at least fifteen days' prior written notice of such cancellation to the Mortgagee. In the every of foreclosure of this mortgage or other transfer of title to the Real Estate in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

The Mortgagor hereby assigns and piedges to the Mortgagee, as further security for the payment of the Debt, each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every such policy, including but not limited to all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgagor fails to keep the Real Estate insured as specified above then, at the election of the Mortgagee and without notice to any person, the Mortgagee may deciate the entire Debt due and payable and this mortgage subject to foreclosure, and this mortgage may be foreclosed as hereinafter provided; and regardless of whether the Mortgagee declares the entire Debt due and payable and this mortgage subject to foreclosure, the Mortgagee may, but shall not be obligated to, insure the Real Estate for such lesser amount as the Mortgagee may wish) against such risks of loss, for its own benefit, the proceeds from such insurance (less cost of collecting same), if collected, to be credited against the Debt, or, at the election of the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate. All amounts spent by the Mortgagee for insurance or for the payment of Liens shall become a debt due by the Mortgagee to the Mortgagee until paid at the rate provided in the promissory note or notes referred to hereinabove.

As further security for the payment of the Debt, the Mortgagor hereby assigns and piedges to the Mortgagee the following described property, rights, claims, rents, profits, issues and revenues:

- I. all rents, profits, issues, and revenues of the Real Estate 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;
- 2. nll judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, 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 Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgager to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, after the payment of all the Mortgagee's expenses in connection with any proceeding or transaction described in this subpangraph 2, including court costs and attorneys' 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 Real Estate.

(Complete it applicable) I his mortgage is junior and subordinate to the following mortgage or mortgages:						
Date, 19	, Recorded In	Book , P.	hge,	_ County, Alabama		
Date, 19	, Recorded In	Book, A	'age,	_ County, Alabama		

The Mortgagor hereby authorizes the holder of a prior mortgage encumbering the Real Estate, if any, to disclose to the Mortgagee the following information: (i) the amount of indebtedness secured by such mortgage; (2) the amount of such indebtedness that is ungaid; (3) whether any amount owed on such indebtedness is or has been any default with respect to such mortgage or 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 this mortgage is subordinate to a prior mortgage, the Mortgagor expressly agrees that if default should be made in the payment of principal, interest or any other sum payable under the terms and provisions of such prior mortgage, or if any other event of default (or event which upon the giving of notice or lapse of time, or both, would constitute an event of default) should occur thereunder, the Mortgagee may, but shall not be obligated to, cure such default, without notice to anyone, by paying whatever amounts may be due, or taking whatever other actions may be required under the terms of such prior mortgage so as to put the same in good standing.

As used in this mortgage, the term "I lazardous Substances" shall mean and include, without limitation, any asbestos, ures formaldehyde foam insulation, flammable explosives, inclinately materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in any local, state or federal law, rule or regulation, whether now or hereafter in effect and as may be amended from time to time, pertaining to environmental regulations, contamination, clean-up or disclosurer including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, and the rules and regulations of the Occupational Safety and Health Administration pertaining to occupational exposure to asbestos. The Mortgagor covernants, warrants and represents and shall be deemed to continually covenant, warrant and represent during the term of this mortgage that, except as has been heretofore disclosed in writing to the Mortgagee with specific reference to this paragraph, (a) there are not now and shall not in the future be any Hazardous Substances on or under the Real Estate or in the improvements on the Real Estate, and no Hazardous Substances have been or will be stored upon or utilized in operations on the Real Estate or utilized in the construction of the improvements on the Real Estate, (b) there are no underground storage tanks, whether in use or not in use, located in, on or under any part of the Real Estate, (c) there are no pending claims or threats of claims by private or governmental or administrative authorities relating to Hazardous Substances, environmental impairment, conditions, or regulatory requirements with respect to the Real Property, (d) the Real Estate and its use fully complies with all applicable building and zoning codes and other land use regulations, any applicable environmental laws or regulations, and any other applicable laws or regulations, (e) no part of the Real Estate has been artificially filled, and (f) Mortgagor shall give immediate aral and written notice to Mortgagee of its receipt of any notice of a violation of any law, rule or regulation covered by this paragraph, or of any notice of any other claim relating to Hazardous Substances or the environmental condition of the Real Estate, or of its discovery of any matter which would make the representations, warranties and/or covenants herein inaccurate or misleading in any respect.

Mortgager hereby agrees to Indemnify and hold Mortgagee harmless from all loss, cost, damage, claim and expense incurred by Mortgagee on account of (i) the violation of any representation, warranty or covenant set forth in the preceding pangraph, (ii) Mortgagor's failure to perform any obligations of the preceding pangraph, (iii) Mortgagor's or the Real Estate's failure to failly comply with all environmental laws, rules and regulations, or with all occupational health and safety laws, rules and regulations, or (iv) any other matter related to environmental conditions or Hazardous Substances on, under or affecting the Real Estate. This indemnification shall survive the closing of the loan secured by this mortgage, payment of the Debt, the exercise of any right or remedy under this mortgage or any other document evidencing or securing such loan, any subsequent sale or transfer of the Real Estate, and all similar or related events or occurrences.

The Mortgagor hereby waives and relinquishes any and all rights the Mortgagor may now or hereafter have to any notice, notification or information from the Mortgage, other than or different from such as specifically are provided for in this mortgage (including in this waiver and relinquishment, without limitation, notification of the Note Maker's financial condition, the status of the Note, or the fact of any renewal(s) or extension(s) of the Note).

Mortgagee may, at Mortgagee's discretion, inspect the Mortgaged Property, or have the Mortgaged Property inspected by Mortgagee's servants, employees, agents or independent contractors, at any time and Mortgagor shall pay all costs incurred by Mortgagee in executing any such inspection.

The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they now are, reasonable wear and tear excepted.

Notwithstanding any other provision of this mortgage or the note or notes evidencing the Debt, the Debt shall become immediately due and payable, at the option of the Mortgagee, upon the conveyance of the Real Estate, or any part thereof or any interest therein.

The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and physible shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagee by one of its officers.

After default on the part of the Mortgagor, the Mortgagee, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, injues and profits of the Real Estate, with power to lease and control the Real Estate, and with such other powers as may be deemed necessary.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the Debt (which Debt includes the indebtedness evidenced by the promissory note or notes referred to hereinbefore and any and all extensions and renewals thereof and all interest on said indebtedness and on any and all such extensions and renewals and, if the Real Property is not a consumer's principal dwelling within the meaning of the Truth in Lending Act, 15 USC Sections 1601 et seq., all other indebtedness, obligations and liabilities owing by the maker of the note or the Mortgagor to the Mortgagoe, whether now existing or hereafter incurred or arising, whether absolute or contingent, and whether incurred as maker or guarantor) and reimburses the Mortgagoe for any amounts the Mortgagoe has paid in payment of Liens or insurance premiums, and interest thereon, and fulfills all of its obligations under this mortgage, this conveyance shall be null and void. But if: (1) any warranty or representation made in this mortgage is breached or proves false in any material respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage; (3) default is made in the payment

to the Mortgages of any sum paid by the Mortgages under the authority of any provision of this mortgage; (4) the Debt, or any part thereof, remains unpaid at maturity, whether by acceleration or otherwise; (5) any installment of principal or interest due on the Debt, or any deposit for taxes and assessments or insurance premiums due hereunder, or any other sums to be paid by the Mortgagor hereunder or under any other instrument securing the Debt is not paid, as and when due and payable, or, if a grace period is provided, within such applicable grace period; (6) the interest of the Mortgagee in the Real Estate becomes enclaraged by reason of the enforcement of any prior lieu or encumbrance thereon; (7) any statement of lien is filed against the Real Escate, or any part thereof, under the statutes of Alabama relating to the liens of mechanics and materialmen (without regard to the existence or nonexistence of the debt or the lien on which such statement is based); (8) any law is passed imposing or authorizing the imposition of any specific tax upon this mortgage or the Debt or permitting or authorizing the deduction of any such tax from the principal or interest of the Debt, or by virtue of which any tax, lien or assessment upon the Real Estate shall be chargeable against the owner of this mortgage; (9) any of the stipulations contained in this mortgage is declared invalid or imperative by any court of competent jurisdiction; (10) Mortgagot, or any of them (a) shall apply for or consent to the appointment of a receiver, trustee or liquidator thereof or of the Real Estate or of all or a substantial part of such Mortgagor's ausets, (b) he adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fail, or admir in writing such Mortgagor's inability generally, to pay such Mortgagor's debts as they come due, (d) make a general assignment for the benefit of creditors, (e) file a perition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law, or (f) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against such Mortgagor in any bankruptcy, reorganization or insolvency proceedings; or (11) an order for relief or other judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking liquidation or reorganization of the Mortgages, or any of them if more than one, or appointing a receiver, trustee or liquidator of any Mortgagor or of the Real Estate or of all or a substantial part of the assets of any Mortgagor; there, upon the imprening of any one or more of said events, at the option of the Mortgagee, the unpaid balance of the Debt shall at once become due and payable and this mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall be authorized to take possession of the Real Estate and, after giving at least twenty-one days' notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Real Estate is located, to sell the Real Estate in from of the courthouse door of said county, at public outcry, to the highest hidder for cash, and to apply the proceeds of said sale as follows: first, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including a remonable attorneys' fee; second, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, Liens or other encumbrances, with interest thereon; third, to the payment in full of the balance of the Debt whether the same shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and, fourth, the balance, if any, to be paid to the party or parties appearing of record to be the owner of the Real Estate at the time of sale, after deducting the cost of ascertaining who is such owner. The Mortgagor agrees that the Mortgagee may bid at any sale had under the terms of this mortgage and may purchase the Real Estate if the highest hidder therefor. At the foreclosure sale the Real Estate may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner the Mortgagee may elect.

The Mortgagor agrees to pay all costs, including reasonable attorneys' fees, incurred by the Mortgage in collecting or securing or attempting to collect or secure the Debr. or any part thereof, or in defending or attempting to defend the priority of this mortgage against any lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such lien or encumbrance; and/or all costs incurred in the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgage shall be a part of the Debr and shall be secured by this mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, the Mortgages, or the owner of the Debt and mortgage, or auctioneer, shall execute to the purchaser, for and in the name of the Mortgagor, a statutory warranty deed to the Real Estate.

The Mortgagor agrees to pay all costs and expenses associated with the release or satisfaction of this mortgage.

Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned, and every option, right and privilege herein reserved or secured to the Mortgagee, shall inure to the benefit of the Mortgagee's successors and sadges.

	·		- Mark D. Wheele
,	,.		MARK DENNIS WHEELER
	<del></del>	<del> </del>	
			<u>.</u>
			•
	ACI	KNOWLEDGE	MENT FOR PARTNERSHIP
State of Alabama	3		
_	,	4	
County	,		
i, the undersigned authorit	ty, a Notary Publ	ic, in and for said	county in said state, hereby certify that
	,	· · · · · ·	
· · · · · · · · · · · · · · · · · · ·	<del></del>		
		· · · · · · · · · · · · · · · · · · ·	
witose name(s) as (peneral)(lin	mited)		
			partner(s) of
	<u> </u>	e(n) .	(general)(limited)
partnership, and whose name	e(s) is(are) signed t		nstrument, and who istare) known to me acknowledged before me an able
partnership, and whose name	e(s) is(are) signed the contents of sal	to the foregoing in	nstrument, and who is(are) known to me, acknowledged before me on this
partnership, and whose name	e(s) is(are) signed the contents of sal	to the foregoing in	nstrument, and who istare) known to me echnowledged before me an able
partnership, and whose name day that, being informed of t and with full authority, execu	e(s) is(are) signed the contents of saluted the same volu	to the foregoing in id instrument, untarily for and a	nstrument, and who is(are) known to me, acknowledged before me on this he as such partner(s), is the act of said partnership.
partnership, and whose name day that, being informed of t and with full authority, execu	e(s) is(are) signed the contents of saluted the same volu	to the foregoing in id instrument, untarily for and a	nstrument, and who is(are) known to me, acknowledged before me on this
partnership, and whose named day that, being informed of t and with full authority, execu- Given under my hand and	e(s) is(are) signed the contents of saluted the same volu	to the foregoing in id instrument, untarily for and a	nstrument, and who is(are) known to me, acknowledged before me on this he as such partner(s), as the act of said partnership.  ay of , 19
partnership, and whose named day that, being informed of t and with full authority, execu- Given under my hand and	e(s) is(are) signed the contents of saluted the same volu	to the foregoing in id instrument, untarily for and a	nstrument, and who is(are) known to me, acknowledged before me on this he as such partner(s), is the act of said partnership.
partnership, and whose named day that, being informed of t and with full authority, execu- Given under my hand and	e(s) is(are) signed the contents of saluted the same volu	to the foregoing in id instrument, untarily for and a	nstrument, and who is(are) known to me, acknowledged before me on this he as such partner(s), as the act of said partnership.  ay of , 19
partnership, and whose named ay that, being informed of the and with full authority, executing the state of t	e(s) is(are) signed the contents of saluted the same volu	to the foregoing in id instrument, untarily for and a	nstrument, and who is(are) known to me, acknowledged before me on this he as such partner(s), is the act of said partnership.  By of 19  Notary Public
partnership, and whose named day that, being informed of t and with full authority, execu- Given under my hand and	e(s) is(are) signed the contents of saluted the same volu	to the foregoing in id instrument, untarily for and a	nstrument, and who is(are) known to me, acknowledged before me on this he as such partner(s), is the act of said partnership.  By of 19  Notary Public

STATE OF ALABAMA, COUNTY OFSHELBY	<del></del>
I, the undersigned a Notary Public in and forestify that MARK DENNIS WHEELER, foregoing conveyance, and who is/are known to me being informed of the contents of the conveyance on the day the same bears date.	whose name(s) is/are signed to the, acknowledged before me on this day that,
Given under my hand and seal this <u>19TH</u> day	of <u>JULY</u> , 19 <u>96</u> .
	#801
My Commission Expires:	Y PUBLIC

## EXHIBIT "A"

PART OF THE S 1/2 OF THE SE 1/4 OF THE NE 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 4 WEST, SHELBY COUNTY, ALABAMA, BEING MORE AND DESCRIBED AS FOLLOWS:

BEGIN AT THE NE CORNER OF SAID SOUTH 1/2 OF SE 1/4 PF NE 1/4, LOOKING IN A SOUTHERLY DIRECTION ALONG THE EAST LINE OF SAID S 1/2 OF SAID SE 1/4 OF NE 1/4, TURN AN ANGLE TO THE RIGHT OF 52 DEGREES 38' 09" AND RUN IN A SOUTHWESTERLY DIRECTION FOR A MEASURED DISTANCE OF 227.78 FEET TO AN EXISTING IRON REBAR BEING ON THE NORTH LINE (5.3 FEET NORTH OF THE EDGE OF THE PAVEMENT) OF MIMOSA DRIVE; THENCE TURN AN ANGLE TO THE LEFT OF 121 DEGREES 04' 28" AND RUN IN A SOUTHEASTERLY DIRECTION ALONG THE NORHT LINE OF SAID MIMOSA DIRVE FOR A DISTANCE OF 74.18 FEET TO A POINT OF CURVE, SAID CURVE BEING CONCAVE IN A NORTHERLY DIRECTION AND HAVING A CENTRAL ANGLE OF 92 DEGREES 41' 39" AND A RADIUS OF 52.14 FEET; THENCE TURN AN ANGLE TO THE LEFT AND RUN IN A SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY DIRECTION ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 84.35 FEET; THENCE RUN IN A NORTHEASTERLY DIRECTION ALONG A LINE TANGENT TO THE END OF SAID CURVE AND ALONG A LINE 5.5 FEET NORTHWEST OF THE EDGE OF THE PAVEMENT FOR MIMOSA DRIVE FOR A DISTANCE OF 123.92 FEET; THENCE TURN AN ANGLE TO THE LEFT OF 7 DEGREES 05' 41" AND RUN IN A NORTHERLY DIRECTION FOR A DISTANCE OF 16.97 FEET MORE OR LESS TO THE POINT OF BEGINNING; BEING A 1 INCH CAPPED IRON PIPE; BEING SITUTATED IN SHELBY COUNTY, ALABAMA.

Inst # 1996-24767

O7/31/1996-24767
O1:09 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
78.50