

This instrument was prepared by MARK A. PAYNE (name)
43 N. BROADWAY SYLACAUGA AL 35150 (address).

Inst # 1997-02275

01/23/1997-02275
08:39 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
010 MCS 32.00

State of Alabama

Space Above This Line For Recording Data

REAL ESTATE MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is NOVEMBER 22, 1996 and the parties and their addresses are as follows:

MORTGAGOR: ROBERT E. WRIGHT SR. SHIRLEY C. WRIGHT
AS HUSBAND AND WIFE AS HUSBAND AND WIFE
534 N. BROADWAY 534 N. BROADWAY
SYLACAUGA, AL 35150 SYLACAUGA, AL 35150
SOCIAL SECURITY #: [REDACTED]

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgages.

LENDER: FIRST NATIONAL AMERICA'S BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ALABAMA
43 NORTH BROADWAY, PO BOX 630
SYLACAUGA, AL 35150

2. **MORTGAGE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (hereafter defined), Mortgagor grants, bargains, sells and conveys to Lender, with power of sale, the following described property: REFER TO EXHIBIT 'A' WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

SHIRLEY C WRIGHT IS EXECUTING THIS MORTGAGE ONLY AS TO PARCEL III

The property is located in TALLADEGA at
(County)
SYLACAUGA, Alabama 35150
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all diversion payments or third party payments made to crop producers, and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells, water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated with the Property, however established. When the Secured Debt (hereafter defined) is paid in full and all underlying agreements have been terminated, this Mortgage will become null and void.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed \$ 606,958.71. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage, and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.

4. **SECURED DEBT DEFINED.** The term "Secured Debt" includes, but is not limited to, the following:
A. The promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all extensions, renewals, modifications or substitutions (Evidence of Debt): NOTE DATED 11/22/96

(s.g., borrower's name, note amount, interest rate, maturity date)

ALABAMA - AGRICULTURAL/COMMERCIAL MORTGAGE (NOT FOR FIMA, FLMC, FNA OR VA USE, AND NOT FOR CONSUMER PURPOSES)

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- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt.
- C. All obligations Mortgagor owes to Lender, which now exist or may later exist, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional costs advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other costs, damages and expenses incurred by Lender under the terms of this Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
- E. Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any Mortgage securing, guarantying, or otherwise relating to the debt.

If more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. This Mortgage will not secure any other debt if Lender fails, with respect to such other debt, to make any required disclosure about this Mortgage or if Lender fails to give any required notice of the right of rescission.

- 5. **PAYMENTS.** Mortgagor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Mortgage.
- 6. **WARRANTY OF TITLE.** Mortgagor covenants that Mortgagor is lawfully seized of the estate conveyed by this Mortgage and has the right to grant, bargain, sell and convey, with power of sale, the Property and warrants that the Property is unencumbered, except for encumbrances noted above.
- 7. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, dues, encumbrances, liens, payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Mortgage. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses which Mortgagor may have against parties who supply labor or materials to improve or maintain the Property.
- 8. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Mortgage, Mortgagor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender consents in writing.
- 9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Mortgagor's residence, this section shall be subject to the restrictions imposed by Federal law (12 C.F.R. 591), as applicable. For the purposes of this section, the term "Property" also includes any interest in all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Mortgage is released.
- 10. **TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if (1) a beneficial interest in Mortgagor is sold or transferred; (2) there is a change in either the identity or number of members of a partnership or similar entity; or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity. However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Mortgage.
- 11. **ENTITY WARRANTIES AND REPRESENTATIONS.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall be continuing as long as the Secured Debt remains outstanding:
 - A. Mortgagor is an entity which is duly organized and validly existing in the Mortgagor's state of incorporation (or organization). Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.
 - B. The execution, delivery and performance of this Mortgage by Mortgagor and the obligation evidenced by the Evidence of Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
 - C. Other than disclosed in writing Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.
- 12. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will give Lender prompt notice of any loss or damage to the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor or any other owner made under law or regulation regarding use, ownership and occupancy of the Property. Mortgagor will comply with all legal requirements and restrictions, whether public or private, with respect to the use of the Property. Mortgagor also agrees that the nature of the occupancy and use will not change without Lender's prior written consent.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to

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the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Mortgage. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

13. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any of Mortgagor's duties under this Mortgage, or any other mortgage, deed of trust, security agreement or other lien document that has priority over this Mortgage, Lender may, without notice, perform the duties or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the Property. This may include completing the construction.

Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Mortgage. Any amounts paid by Lender for insuring, preserving or otherwise protecting the Property and Lender's security interest 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 from time to time according to the terms of the Evidence of Debt.

14. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor grants, bargains, sells and conveys to Lender as additional security all the right, title and interest in and to any and all:

- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases").
- B. Rents, issues and profits (all referred to as "Rents"), including but not limited to security deposits, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property.

Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Except for one month's rent, Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. Any amounts collected shall be applied at Lender's discretion to payments on the Secured Debt as therein provided, to costs of managing the Property, including, but not limited to, all taxes, assessments, insurance premiums, repairs, and commissions to rental agents, and to any other necessary related expenses including Lender's attorneys' fees and court costs.

Mortgagor agrees that this assignment is immediately effective between the parties and effective as to third parties on the recording of this Mortgage, and that this assignment will remain effective during any redemption period until the Obligations are satisfied and all underlying agreements are ended, and that this assignment is enforceable when Lender takes actual possession of the Property, when a receiver is appointed, or when Lender notifies Mortgagor of the default and demands that Mortgagor and Mortgagor's tenants pay all future Rents directly to Lender. Immediately after Lender gives Mortgagor the notice of default, Mortgagor agrees that either Lender or Mortgagor may immediately notify the tenants and demand that all future Rents be paid directly to Lender. On receiving the notice of default, Mortgagor will endorse and deliver to Lender any payments of Rents. If Mortgagor becomes subject to a voluntary or involuntary bankruptcy, then Mortgagor agrees that Lender is entitled to receive relief from the automatic stay in bankruptcy for the purpose of making this assignment enforceable under state and federal law and within Mortgagor's bankruptcy proceedings.

Mortgagor warrants that no default exists under the Leases or any applicable landlord law. Mortgagor also warrants and agrees to maintain, and to require the tenants to comply with, the Leases and any applicable law. Mortgagor will promptly notify Lender of any noncompliance. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance. Mortgagor will obtain Lender's written authorization before Mortgagor consents to sublet, modify, cancel, or otherwise alter the Leases, to accept the surrender of the Property covered by such Leases (unless the Leases so require), or to assign, compromise or encumber the Leases or any future Rents. Mortgagor will hold Lender harmless and indemnify Lender for any and all liability, loss or damage that Lender may incur as a consequence of the assignment under this section.

15. **CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

16. **DEFAULT.** Mortgagor will be in default if any of the following occur:

- A. Any party obligated on the Secured Debt fails to make payment when due;
- B. A breach of any term or covenant in this Mortgage, any prior mortgage or any construction loan agreement, security agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured Debt;
- C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
- D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any person or entity obligated on the Secured Debt;
- E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
- F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
- G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

17. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Mortgage in a manner provided by law if this Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the Evidence of Debt, other evidence of debt, this Mortgage and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

18. **REDEMPTION.** The period of redemption after sale on foreclosure shall be one year. Any agreement to extend the redemption period must be in writing.

19. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEY'S FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Mortgage. Mortgagor will also pay on demand all of Lender's expenses incurred in collecting, insuring, preserving or protecting the Property or in any inventories, audits, inspections or other examination by Lender in respect to the Property. Mortgagor agrees to pay all costs and expenses incurred by Lender in enforcing or protecting Lender's rights and remedies under this Mortgage, including, but not limited to, attorneys' fees, court costs and other legal expenses. Once the Secured Debt is fully and finally paid, Lender agrees to release this Mortgage and Mortgagor agrees to pay for any recollection costs. All such amounts are due on demand and will bear interest from the time of the advance at the highest rate in effect, from time to time, as provided in the Evidence of Debt and as permitted by law.

20. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) "Environmental Law" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substances" under any Environmental Law. Mortgagor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing:

- A. No Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- D. Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
- F. There are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
- I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Mortgage and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Mortgage without prejudice to any of Lender's rights under this Mortgage.
- L. Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Mortgage regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.

21. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any action, real or threatened, by private or public entities to purchase or take any or all of the Property, including any encumbrances, through condemnation, eminent domain,

or any other means. Mortgagor further agrees to notify Lender of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part of it. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims and to collect and receive all sums resulting from the action or claim. Mortgagor assigns to Lender 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 shall be considered payments and will be applied as provided in this Mortgage. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

22. INSURANCE. Mortgagor agrees to maintain insurance as follows:

- A. Mortgagor shall keep the Property insured against loss by fire, theft and other hazards and risks reasonably associated with the Property due to its type and location. Other hazards and risks may include, for example, coverage against loss due to floods or flooding. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Mortgage.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "lender loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless Lender and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has failed to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay the Secured Debt whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of scheduled payments or change the amount of the payments. If the Property is acquired by Lender, Mortgagor's right in any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
- C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.

23. NO ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

24. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem necessary. Mortgagor warrants that all financial statements and information Mortgagor provides to Lender are, or will be, accurate, correct, and complete. Mortgagor agrees to sign, deliver, and file as Lender may reasonably request any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Mortgage and Lender's lien status on the Property. If Mortgagor fails to do so, Lender may sign, deliver, and file such documents or certifications in Mortgagor's name and Mortgagor hereby irrevocably appoints Lender or Lender's agent as attorney in fact to do the things necessary to comply with this section.

25. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Mortgage are joint and individual. If Mortgagor signs this Mortgage but does not sign the Evidence of Debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. Mortgagor agrees that Lender and any party to this Mortgage may extend, modify or make any change in the terms of this Mortgage or the Evidence of Debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Mortgage. The duties and benefits of this Mortgage shall bind and benefit the successors and assigns of Mortgagor and Lender.

If this Mortgage secures a guaranty between Lender and Mortgagor and does not directly secure the obligation which is guarantied, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation including, but not limited to, anti-deficiency or one-action laws.

26. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Mortgage is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Mortgage is complete and fully integrated. This Mortgage may not be amended or modified by oral agreement. Any section or clause in this Mortgage, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section or clause of this Mortgage cannot be enforced according to its terms, that section or clause will be severed and will not affect the enforceability of the remainder of this Mortgage. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the terms of this Mortgage. Time is of the essence in this Mortgage.

27. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Mortgage, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

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28. U.C.C. PROVISIONS. If checked, the following are applicable to, but do not limit, this Mortgage:

- ☒ Construction Loan. This Mortgage secures an obligation incurred for the construction of an improvement on the Property.
- ☒ Fixture Filing. Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.
- ☒ Crops; Timber; Minerals; Rents, Issues, and Profits. Mortgagor grants to Lender a security interest in all crops, timber and minerals located on the Property as well as all rents, issues, and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
- ☐ Personal Property. Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
- ☒ Filing As Financing Statement. Mortgagor agrees and acknowledges that this Mortgage also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the Uniform Commercial Code. A carbon, photographic, image or other reproduction of this Mortgage is sufficient as a financing statement.

29. OTHER TERMS. If checked, the following are applicable to this Mortgage:

- ☐ Line of Credit. The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Mortgage will remain in effect until released.
- ☐ Agricultural Property. Mortgagor covenants and warrants that the Property will be used principally for agricultural or farming purposes and that Mortgagor is an individual or entity allowed to own agricultural land as specified by law.
- ☐ Additional Terms.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date noted above on Page 1.

☐ Actual authority was granted to the parties signing below by resolution signed and dated

Entity Name: ROBERT E. WRIGHT SR.
AS HUSBAND AND WIFE

Robert E. Wright Sr.
(Signature) (Date)

(Signature) (Date)

(Witness to all signatures)

Entity Name: SHIRLEY C. WRIGHT
AS HUSBAND AND WIFE

Shirley C. Wright
(Signature) (Date)

(Signature) (Date)

(Witness to all signatures)

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors, signatures and acknowledgments.

ACKNOWLEDGMENT:

STATE OF ALABAMA, COUNTY OF TALLADEGA,) ss.

I, a notary public, hereby certify that ROBERT E. WRIGHT SR. AND SHIRLEY C. WRIGHT, AS HUSBAND AND WIFE, whose name(s) is/are signed to the foregoing conveyance, and who is/are

known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this 22ND day of NOVEMBER, 1996.

My commission expires: 12-10-97
(Seal)

x Crystal Rachael Watson
(Notary Public)
CRYSTAL RACHAEL WATSON

STATE OF _____, COUNTY OF _____,) ss.

I, a notary public, in and for said County in said State, hereby certify that _____ whose name(s) as _____ of the _____ State of Eastern Italy;

is/are signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they, in his/her/their capacity, executed the same voluntarily on the day the same bears date. Given under my hand this the _____ day of _____

My commission expires: _____
(Seal)

(Notary Public)

PARCEL I

Lot No. 1 in Block A, Lots Numbered 5 and 6 in Block B, all of Odessa Heights Subdivision according to the map or plat of same recorded in the office of the Judge of Probate of Talladega county, Alabama, in Plat Book 3 at Page 195, subject to restrictive covenants recorded in said Probate Office in Deed Book 214 at Page 184.

PARCEL II

Commence at the northwest corner of the northwest 1/4 of the northeast 1/4 of Section 33, Township 21 S, Range 4 East, Talladega County, AL.

From this point proceed east along the section line a distance of 200 feet, more or less, to the intersecting line of the section line and the Fort Williams-Bull Gap Road; from this point turn an angle to the right and proceed southeast, along the north right of way line of said road a distance of 265 feet, more or less, to the point of beginning of the herein described property; thence turn an angle to the left and proceed in a semicircle a distance of 120 feet, more or less, to a point; thence turn an angle to the right and run parallel to the section line, east for a distance of 200 feet, more or less, to a point; thence turn an angle to the left and proceed north a distance of 110 feet, more or less, to a point on the section line; thence turn an angle to the right and proceed east on the section line a distance of 725 feet, more or less, to a point; thence turn an angle to the right and proceed south a distance of 450 feet, more or less, to a point; thence turn an angle to the right and proceed in a southwesterly direction a distance of 170 feet, more or less, to a point; thence turn an angle to the right and proceed in a northwesterly direction for a distance of 285 feet, to a point; thence turn an angle to the left and proceed in a southwesterly direction a distance of 257 feet, more or less, to a point; thence turn an angle to the right and proceed in a northwesterly direction a distance of 100 feet, more or less, to a point; thence turn an angle to the left and proceed in a westerly direction a distance of 100 feet, more or less, to a point on the northerly right of way line of said road; thence turn an angle to the right and proceed along the north right of way line of said road a distance of 130 feet, more or less, to the point of beginning.

PARCEL III

Lot Number eight (8) in the Third Addition of Pinecrest Acres, a subdivision, the map or plat of which was prepared by Dowell M. Ray, Surveyor, July 26, 1955, and being recorded in the Office of the Judge of Probate of Talladega County, Alabama, in Plat Book Three (20, Page 151.

The above described lot is subject to restrictive covenants contained on record in the Office of the Judge of Probate of Talladega County, Alabama, in Deed Book 198 on Page 485.

Reserving and excepting from the above described lot the marble and mineral interest reserved by prior owners.

DEC 9 1955
JAMES E. PROBERT
JUDGE OF PROBATE

9507

PARCEL IV

From the accepted S. E. corner of the SW $\frac{1}{4}$ -SE $\frac{1}{4}$ of Section 32, T21S-R4E, run thence west along the accepted South boundary of said SW $\frac{1}{4}$ -SE $\frac{1}{4}$ a distance of 387.48 feet to a point on the Easterly boundary of Old U. S. Hwy. #280; thence turn 56° 11' 48" right and run 1117.84 feet along said Hwy. boundary to a point of intersection with the West boundary of Main Ave., being the point of beginning of herein described parcel of land; thence continue along the Easterly boundary of old U. S. Hwy. #280 a distance of 187.50 feet; thence turn 93° 23' 15" right and run 95.60 feet along said Hwy. boundary; thence turn 04° 31' 18" right and run 92.40 feet along said Hwy. boundary; thence turn 05° 16' 04" right and run 52.39 feet along said Hwy. boundary to a point of intersection with the South boundary of Coosa St., thence turn 112° 07' 54" right and run 281.04 feet along said St. boundary to a point on the West boundary of Main Ave.; thence turn 99° 31' 10" right and run 370.07 feet to the point of beginning of herein described parcel of land.

The South one-half of all that part or portion of Coosa Street lying and being East of the East right-of-way of Broadway Avenue and/or County Road 511 and West of the West right-of-way of Main Avenue in the City of Sylacauga, Alabama.

PARCEL V

A parcel or tract of land lying and being in the north half of the Northeast Quarter of Section 33, Township 21, Range 4 East, and being more particularly described as follows, to-wit: Commence at a point on the north line of said north half of the northeast Quarter of said Section 33, where said north line intersects the east side of the Sylacauga-Bulls Gap public road, and thence run southeasterly along the east line of said public road a distance of 250 feet to a point where a private road now proposed and staked out intersects with said Sylacauga-Bulls Gap public road; which said private road is the east line of the parcel of land herein conveyed; thence run in a northerly direction along the west side of said road to the point of beginning. Said private road runs on a curve from the aforesaid two points where it intersects the said Sylacauga-Bulls Gap public road, and the half way point of said private road being sixty feet east of said Sylacauga-Bulls Gap public road.

This description is intended to describe the same property in Deed Book 135, Page 533, recorded in the Office of the Judge of Probate of Talladega County, Alabama.

PARCEL VI

Commence at the Northwest corner of the Northwest one-fourth of the Southeast one-fourth of Section 12, Township 20 South, Range 3 East, Talladega County, Alabama; thence proceed South along the West boundary of said quarter-quarter section for a distance of 1042 feet to a point on the North boundary of Alabama Highway No. 76 (Childersburg-Winterboro Highway); thence turn an angle of 116 degrees 30 minutes to the left and proceed Easterly along the North boundary of said highway for a distance of 486 feet to the point of beginning; from this beginning point turn an angle of 79 degrees 56 minutes to the left and proceed northerly for a distance of 227 feet; thence proceed Easterly for a distance of 127 feet to a point; thence proceed Southerly for a distance of 262 ft. to a point on North boundary of said highway, said point being the SE corner of Lot No. 2 of block A of the Emma Joe Hardee subdivision as shown by map of said subdivision on record in the Office of the Judge of Probate of Talladega County, Alabama; in Plat Book 3; at Page 98, thence proceed Westerly along the North boundary of said highway for a distance of 50 feet to a point of beginning.

The above described land is located in the Northwest one-fourth of the Southeast one-fourth of Section 12, Township 20 South, Range 3 East, Talladega County, Alabama, and contains 0.5 acres.

PARCEL VII

A part of the W $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 34, Township 19 South, Range 2 East, described as follows: Commence at the SE corner of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 34, and run West along said line a distance of 226 feet, more or less, to East right-of-way line of Florida Short Route Highway; thence run Northwesterly along said Highway right-of-way 2621 feet to point of beginning of tract herein described; thence run Northeasterly direction and perpendicular to said Highway a distance of 210 feet, more or less, to West line of Chancellor's Ferry Road; thence in a Southeasterly direction along Southwest right-of-way of Chancellor's Ferry Road to its intersection with the Northeast right-of-way line of Florida Short Route Highway; thence in a Northwesterly direction along said Northeast right-of-way line of Florida Short Route Highway to the point of beginning.

LESS AND EXCEPT .45 acres of the above described property conveyed to State of Alabama in connection with the widening of U. S. Highway 280, as shown in deed Book 340, Page 219, in the Probate Office of Shelby County, Alabama. Said deed being dated May 28, 1982.

PARCEL VIII

Lot 37, Block 4, according to the survey of Pinewood Terrace as recorded in Map Book 3, Page 45, in the Office of the Judge of Probate of Talladega County, Alabama.

PARCEL IX

Commence at a point of intersection of the east boundary of the Northeast Quarter of the Southeast Quarter of Section 36, Township 21 South, Range 3 East and the North boundary of the Quarry Road as a point of beginning. From this beginning point proceed North along the east boundary of said Quarter-Quarter section for a distance of 358.32 feet; thence turn 90 deg. 00 min. left and proceed West a distance of 139.72 feet to an existing iron corner; thence turn 90 deg. 00 min. left and proceed South parallel to the East boundary of said $\frac{1}{4}$ of $\frac{1}{4}$ a distance of 339.32 feet; thence turn 104 deg. 15 min. left and proceed Northeasterly a distance of 105 feet; thence turn 101 deg. 19 min. right and proceed Southerly a distance of 65 feet to a point on the North boundary of said Quarry Road; thence turn 117 deg. 10 min. left and proceed in a Northeasterly direction along the Northerly right-of-way boundary of said Quarry Road a distance of 40 feet to the point of beginning of herein described property.

The above described property is located in the NE $\frac{1}{4}$ - SE $\frac{1}{4}$ of Section 36, Township 21 South, Range 3 East, Talladega County, Alabama, as is the same property and contained within that property described by that certain deed on record in the Office of the Judge of Probate of Talladega County, Alabama, in Deed Book 612 at Page 30.

PARCEL X

Commence at the Northeast corner of Lot One (1) in Block Number 122 according to the survey of the Marble City Land and Furnace Company in the City of Sylacauga, Alabama, and then run West along Tenth Street a distance of 57 feet to a point; thence go South a distance of 30 feet to a point; thence go East a distance of 57 feet to a point on the West boundary of Norton Avenue; thence go North along the West boundary of Norton Avenue a distance of 30 feet to the point of beginning, together with all appurtenances thereunto appertaining. Said map and plat above referred to is recorded in the Office of the Judge of Probate of Talladega County, Alabama.

AND ALSO:

Commence at the Northeast corner of Lot Number One in Block Number 122 according to the Survey of the Marble City Land and Furnace Company, in the City of Sylacauga, Alabama; thence run West along Tenth Street for a distance of 57 feet to the point of beginning of the lot herein conveyed; thence continue running along Tenth Street for a distance of 33 feet, more or less, to a point; thence run South 31 feet to a point; thence run East 33 feet, more or less, to a point; thence run North for a distance of 31 feet to the point of beginning. Said survey of the Marble City Land and Furnace Company is recorded in Vol. No. 1 a Page 1 in the Office of the Judge of Probate of Talladega County, Alabama.

PARCEL XI

A lot or parcel of land fronting on the west side of Norton Avenue in the City of Sylacauga, Alabama, 22 feet wide and 30 feet deep and being in the shape of a rectangle. Said property is in Block 122 according to the map of the Sylacauga Improvement Company and being the same property conveyed to Lillie Mae Gillispie by deed recorded in Deed Book 582, page 180 in the Probate Office of Talladega County, Alabama.

PARCEL XII

Commence at the Northwest corner of the intersection of Park Street and Nashville Avenue, and thence run west along the north side of Park Street a distance of fifty (50) feet for a point of beginning; thence run north along the west line of lot formerly owned by D. J. Bevis, now owned by Henry A. Jones, a distance of One hundred and thirty-three (133) feet, thence run west a distance of fifty (50) feet to the northeast corner of a lot owned by Trigg McLendon, thence run south on a line along east boundary of said lot of Trigg McLendon, a distance of one hundred thirty-three (133) feet to the north side of Park Street; thence run east along the said north side of Park Street a distance of fifty (50) feet to the point of beginning of said lot. Said Land lying and being in the City of Sylacauga, Alabama.

Mo. Tax _____
Indexing fee _____
Recording _____
Total _____
JAMES E. PRIELTY
Judge of Probate

Inst # 1997-02275

034 0510

Feb 11 00

RECEIVED
JUDGE OF PROBATE

000266

910 50
35 00
945 50

Inst # 1997-02275

01/23/1997-02275
08:39 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
0110 HCB 32:00