MORTGAGE

THIS MORTGAGE is made this

30TH

day of MAY, 1997

between the Grantor.

WALTER GAVIN STOCKLI AND ELIZABETH ANNA STOCKLI, HUSBAND AND WIFE

(herein "Borrower"), and the Mortgagee, SOUTHTRUST MORTGAGE CORPORATION

a corporation organized and existing under the laws of THE STATE OF DELAWARE

whose address is 100 BROOKWOOD PLACE SUITE 300

BIRMINGHAM, ALABAMA 35209

(herein "Lander").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S.\$ 11,300.00 which indebtness is evidenced by Borrower's note dated MAY 30, 1997 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtness, if not sooner paid, due

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereupon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower doews hereby grant and convey to Lender and Lender's successors and assigns with power of sale, the following described property located in the County of SHELBY

State of Alabama:

Lot 381, according to the Survey of Weatherly Belvedere, Sector 23, as recorded in Map Book 21, page 16 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

O6/O3/1997-17192 10:18 AM CERTIFIED SHELBY COUNTY JUDGE OF PROMITE 37,95

which has the address of 136 BELVEDERE PLACE

ALABASTER

[Streat]

[City]

Alabama

35007-

(Zip Code)

(herein "Property Address");

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property";

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and Interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

if Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

ALABAMA-SECOND MORTGAGE-1/80- FNMA/FHLMC UNIFORM INSTRUMENT

FORM 3801

GFS Form - G000061 (7/24/92)

GFS Form-

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxen, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and groupd tents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground tents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Bortower, under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.
- 4. Prior Mortgages and Deeds of Trust; Charges; Liens.Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due Borrower shall pay or cause to be paid all taxes, assessments and other charges, lines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
- 5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by two, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

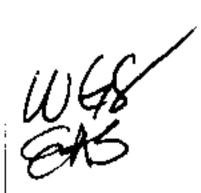
In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the promiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtodness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to offer terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property), provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the torms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
- 10. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower of Borrower of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not to be required to commence proceedings against such successor or refuse to extended time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in Interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.



- 12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by malling such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Sorrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is malied to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

hereof. Lender shall publish the notice of sale once a week for three consecutive weeks in some newspaper published in SHELBY County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of the said County. Lender shall deliver to the purchaser Lender's deed conveying the Property so sold. Lender or Lender's designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in the Mortgage or (ii) entry of a judgement enforcing the Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occured; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as If no acceleration had occurred.
- 19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder. Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property. have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

- 20. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void and Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
- 21, Walver of Homestead. Borrower hereby waives all right of homestead exemption in the Property and relinquishes all right of dower and curtesy/n the Property.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR _______ MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed, sealed and delivered WALTER GAVIN STOCKLI	is Socke	_	ZABETH ANNA STOCKLI	(Seal)
STATE OF ALABAMA,	SHELBY	<u> </u>	County as:	•
On this 30TH	······································	day of MAY	, 19 <u>1997</u> , I,	
, a Notary Public in and for se WALTER GAVIN STOCKLE	ald county and in said state, i AND ELIZABETH ANNA STO	hereby certify that	e whose name(s) ARE	signed to the
the <u>Y</u> execute extra the same bear Given under my han	ed the same voluntarily and a	IS THEIR	y of Man	19 1997
My Commission Expires:	3(5)79		Notery Public	
		5 / H. ;		

-- (Space Below This Line Reserved For Lender and Recorder). --

ı		Ala	4231523	
ı	can	12(1)	4231323	

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this day ofMAY, `	1997
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of T	rust or Security
Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to select one of the south trust mortgage corporation.	(the "Lender"
of the same date and covering the Property described in the Security Instrument and located at: 136 BELVEDERE PLACE, ALABASTER, ALABAMA 35007-	
The Property includes, but is not limited to, a parcel of land improved with a dwelling, together	with other such
parcels and certain common areas and facilities, as described in	
Instrument #1996-16066	
the "Declaration"). The Property is a part of a planned unit development known as	
[Name of Planned Unit Development] The Property also includes Borrower's interest in the homeowners association or example or managing the common areas and facilities of the PUD (the "Owners Association") and the	equivalent entity ne uses, benefits
and proceeds of Borrower's interest. PUD COVENANTS. In addition to the covenants and agreements made in the Secu	
Borrower and Lender further covenant and agree as follows:	ID'e #enelituent
A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PU Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, true	ist instrument or
any equivalent document which creates the Owners Association; and (iii) any by-laws or other rule	es or regulations
of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments in	sposed pursuant
o the Constituent Documents.	
B. Hazard Insurance. So long as the Owners Association maintains, with a generally acc	epted insurance high provides in
carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and wis surance coverage in the amounts, for the periods, and against the hazards Lender requires, in	cluding lire and
nazards included within the term "extended coverage," then:	
(i) Lender waives the provision in Uniform-Covenant 2 for the monthly payment to Len	ider of the yearly
premium installments for hazard insurance on the Property; and	coverage on the
(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance of Property is deemed satisfied to the extent that the required coverage is provided by the Owners As	sociation policy
Borrower shall give Lender prompt notice of any lapse in required hazard insurance cover	age provided by
he master or blanket policy.	
In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair for	illowing a loss to
he Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower a ned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Sec	ire nerecy assignantly instrument
with any excess paid to Borrower.	
C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to	o insure that the
Owners Association maintains a public liability insurance policy acceptable in form, amount	I, and extent of
coverage to Lender. D. Condemnation. The proceeds of any award or claim for damages, direct or conseque	ential, pavable to
Borrower in connection with any condemnation or other taking of all or any part of the Property	or the commor
areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assig	ned and shall be
paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Securi	ity Instrument as
provided in Uniform Covenant 9.	ndar's briar writ
E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Letten consent, either partition or subdivide the Property or consent to:	inder a brior whi
(i) the abandonment or termination of the PUD, except for abandonment or termination	n required by law
in the case of substantial destruction by fire or other casualty or in the case of a taking by o	condemnation of
eminent domain;	a tar the everen
(ii) any amendment to any provision of the "Constituent Documents" if the provision is	s for the express
benefit of Lender; (iii) termination of professional management and assumption of self-management	t of the Owners
Association; or	
(iv) any action which would have the effect of rendering the public liability insurance	e coverage main
tained by the Owners Association unacceptable to Lender. F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lende	er may nay them
Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borr	
the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these an	nounts shall bea
interest from the date of disbursement at the Note rate and shall be payable, with interest, upon no	otice from Lende
to Borrower requesting payment.	PUN Rider
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this	7
Uplle from rockez (Seal Stable Will Stall	(Seal)
WALTER GAVIN STOCKLI -BETTOWET ELIZABETH ANNA STOCKLI	ftiller wer
101	(Soot)
(Seal)	(Seal)

BALLOON PAYMENT ADDENDUM TO SECURITY INSTRUMENT

Corporation in	the principal amount of 11,300.00 dated MAY 30, 1997	
	the principal amount of11,300.00 dated MAY 30, 1997	
nd supplemen	nt said Security Instrument as follows:	
nd unpaid into an at the time substantialing	acknowledges the fact that the final payment of said Security instrument 1, 2012 Borrower must repay the entire principal balance of erest then due. The holder of this Security Instrument is under no obligation to refine e. Borrower acknowledges the fact that Borrower may be required to make payments were yelling to lend the money at prevailing market rate which may be considerably higher est rate on this loan if this is refinanced at maturity, Borrower acknowledges that Borrows of the closing costs normally associated with a new loan.	the load ance the thich will n or find or lower
ay some or a	N OF THE CIOSING COSTS NOTHANY ASSOCIATED WITH A NEW YORK.	
:		
	er the hands and seals of the undersigned on this the <u>30TH</u>	
	er the hands and seals of the undersigned on this the <u>30TH</u> AY, 1997	
		,
i !	WALTER GAVIN STOCKLI Chigarella Guar Stockli	(Seal

GFS Form G001477 (5H3)

Inst # 1997-17192

O6/O3/1997-17192
10:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
37.95