244	
998-09478	
Inst . 15	

•	(Address) 1904 to	lian Lake Drive. Suite 100.	Birmingham, AL 35
		REAL ESTATE M	
STATE OF ALABAMA COUNTY OF SHELBY))	(Alabam	a)
WORDS USED OFTEN IN THIS DOCUME			
		, will be called the "	
will sometimes be called "Borrower" (C) "Lender." Compase Bank	and sometimes simply "!" or "	will be called "Lender." Lender is a corp	
which was formed and which exists Lender's address is15 South			
(D) "Note." The note signed by Bor	ower and dated March	12, 1998 , will be called the "N no/100ths	ote." The Note shows
plus interest, which I have promise	d to pay in payments of princ	ipal and interest for	years with a final
payment due on from time to time. "Note" includes	. The fin	al payment may be a balloon payment wi	high may be refinanced
(E) "Property." The property that is	lescribed below in the section	titled "Description Of The Property" will be	s called the "Property."
that I have in the Property subject	Property to Lender. This mea a the terms of this Mortgage. r. I am giving Lender these rig	ns that, by signing this Mortgage, I am o The Lender also has those rights that the phis to protect Lender from possible losse	e law gives to lenders
 (B) Pay, with interest, any amininghts in the Property; (C) Pay, with interest, any other (D) Pay any other amounts the pay as a result of another loan "Other Debts"); and (E) Keep all of my other promise 	unts that Lender apends under amounts that Lender lends to till may owe Lender, now or i from Lender or my guaranty on and agreements under this h	r this Mortgage to protect the value of the me as Future Advances under Paragraph in the future, including any amounts that of a loan to someons else by Lender (someons else by Lender (someons), this Mortgage and the transfer of methods, this Mortgage and the transfer of methods.	8 below; I become obligated to netimes referred to as
LENDER'S RIGHTS IF BORROWER FAILS	TO KEEP PROMISES AND AGE	REEMENTS	
immediately the entire amount remand further demand for payment. This result is fail to make immediate Payment front or main door of the courth representative (the "auctioneer") must property will be sold to the highest Note and this Mortgage. Notice of the time, place and terms once a week for three (3) consecut Lender or auctioneer shall have the	ning unpaid under the Note an quirement will be called "Imme tin Full, Lender may sell the Popuse in the County where they sell the Property in lots or bidder, or if purchased by Lender weeks in a newspaper of grower and authority to convey	this Mortgage or in the Note, Lander made under this Mortgage. Lender may do the diste Payment in Full." reperty at a public auction. The public auction of Property is located. The Lender or parcels or as one unit as it sees fit at the der, for credit against the balance due from the public by publishing the notice with a descent of the county where the pay deed or other instrument all of my right money received to pay the following and the money received the money received to pay the following and the money received the money re	ction will be held at the its attorney, agant or its public auction. The com Borrower under the cription of the Property sale will be held. The ghts in the Property to
(1) all expenses of the sale, inc (2) all amounts that I owe Lend	luding advertising and selling co er under the Note and under th	osts and attorney's and auctionser's fees;	The second secon
If the money received from the pu	olic sale does not pay all of thounts remaining due after the s	e expanses and amounts I owe Lender usele, plus interest at the rate stated in the	nder the Note and this
DESCRIPTION OF THE PROPERTY			ga.
The Property is described in (A) thro (A) The property which is located a			
This property is inShelby		the State of Alabama	1tghoù the
tollowing legal description: Lots 77, 78 and 80, acc Greystone Farms, Milner	ording to the Survey 's Crescent Sector, te Office of Shelby	of the Final Record Plat of Phase 3, as recorded in Map County, Alabama; being situa	Book _ 1 & w
includes my unit and all of my right	in the common elements of the	roperty described in paragraph (A) of this earty described in paragraph (A) of this se	oject"). This property section;

- (E) All mineral, oil and gas rights and profits, weter rights and water stock that are part of the property described in paragraph (A) of this section;
- (F) All rights that I have in the land which lies in the streets or roads in front of, or next to, the property described in paragraph (A)
- of this section; (G) All fixtures that are now or in the future will be on the property described in paragraphs (A) and (B) of this section, and all replacements of and additions to those fixtures, except for those fixtures, replacements or additions that under the law are "consumer goods" and that I acquire more than twenty (20) days after the date of the Note;
- (H) All of the righte and property described in paragraphs (A) through (F) of this section that I acquire in the future;
- (1) All replacements of or additions to the property described in paragraphs (B) through (F) and paragraph (H) of this section; and
- (J) All judgments, awards and settlements arising because the property described in paragraphs (A) through (1) of this section has been condemned or damaged in whole or in part (including proceeds of insurance); however, any sum received by Lander will be applied to payments which I owe under the Note, in reverse order of maturity.

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

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

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

I promise and I agree with Lender as follows:

1. BORROWER'S PROMISE TO PAY PRINCIPAL AND INTEREST UNDER THE NOTE AND TO FULFILL OTHER PAYMENT OBLIGATIONS

I will promptly pay to Lender when due: principal and interest under the Note; late charges and prepayment charges as stated in the Note; principal and interest on Future Advances that I may receive under Paragraph 8 below; any amounts expended by Lender under this Mortgage; and all Other Debts.

2. LENDER'S APPLICATION OF BORROWER'S PAYMENTS

Unless the law requires or Lender chooses otherwise, Lender will apply each of my payments under the Note and under Paragraph 1 above, other than payments on Other Debts, in the following order and for the following purposes:

- (A) First to amounte payable for Escrow Items under Paragraph 5; and
- (B) Next, to pay interest then due under the Note; and
- (C) Next, to late charges, if any; and
- (D) Next, to Lender's costs and expenses, if any; and
- (E) Next, to pay principal then due under the Note.

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

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

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

Condominium Assessments

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

BORROWER'S OBLIGATION TO OBTAIN AND TO KEEP HAZARD INSURANCE ON THE PROPERTY

(A) Generally

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

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

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

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

The amount paid by the insurance company is called "proceeds." The proceeds will be used to reduce the amount that I owe to Lender under the Note and this Mortgage, unless Lander and I have agreed to use the proceeds for repairs, restoration or otherwise. The Lender has the authority to settle any claim for insurance benefits and to collect the proceeds. Lender then may use the proceeds to reduce the amount that I owe to Lander under the Note and under this Mortgage or to repair or restore the Property es

Lender may see fit. If any proceeds are used to reduce the emount of principal which I owe to Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and this Mortgage. However, Lender and I may agree in writing to those delays or changes.

If Lender acquires the Property by purchase at foreclosure sale, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender will belong to Lender. However, Lender's rights in those proceeds will not be greater than the amount that I owe to Lender under the Note and under this Mortgage.

(B) Agreements that Apply to Condominiums

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

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

5. FUNDS FOR TAXES AND INSURANCE

Under paragraphs 3 and 4 of this Mortgage, I am required to pay all taxes, assessments and hazard insurance premiums and upon request of Lender furnish receipts for such payments. As an alternative to the payment of such amounts directly by me, if required by Lender, I agree to pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Mortgage as a lien on the Property; (b) yearly leasehold payments or, ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (e) yearly mortgage insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If another law applicable to the Funds sets a lesser amount, Lender may collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, as Lender is such an institution) or in any Federal Home Loan Bank. Lender shall use the Funds to pay the Escrow Items. Lender may not charge me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require me to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the Note and this Mortgage, unless applicable law provides otherwise. Unless Lender agrees in writing to pay interest or applicable law requires interest to be paid, Lender shall not be required to pay me any interest or earnings on the Funds. Lender shall give to me 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 all sums secured by this Mortgage.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to me for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may notify me in writing of the need for additional Funds, and I promise to pay to Lender the amount necessary to make up the deficiency. I also promise to make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to me any Funds held by Lender. If, under the provisions of this Mortgage, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Mortgage.

BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL OBLIGATIONS IN LEASE, AND AGREEMENTS ABOUT CONDOMINIUMS

(A) Agreements about Maintaining the Property and Keeping Promises in Lease

I will keep the Property in good repair. I will not destroy or substantially change the Property, and I will not allow the Property to deteriorate. If I do not own but am a tenant on the Property, I will fulfill my obligations under my lease.

(B) Agreements that Apply to Condominiums

If the Property is a unit in a Condominium Project, I will fulfill all of my obligations under the declaration, by-laws, regulations and other documents that create or govern the Condominium Project. Also, I will not divide the Property into smaller parts that may be owned separately (known as "partition or subdivision"). I will not consent to certain actions unless I have first given Lander notice and obtained Lender's consent in writing.

Those actions are:

- (a) The abandonment or termination of the Condominium Project unless the abandonment or termination is required by law;
- (b) Any significant change to the declaration, by-laws or regulations of the Owner's Association, trust agreement, articles of incorporation, or other documents that create or govern the Condominium Project, including, for example, a change in the percentage of ownership rights held by unit owners in the Condominium Project; and
- (c) A decision by the Owners Association to terminate professional management and to begin self-management of the Condominium Project.

LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY

If: (A) I do not keep my promises and agreements made in this Mortgage, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, a legal proceeding in bankruptcy, in probate, for condemnation, or to enforce laws and regulations), then Lender may do and pay for whatever is necessary to protect the Property and Lender's rights in the Property. Lender's actions under this Paragraph 7 may include, for example, obtaining insurance on the Property, appearing in court, paying reasonable attorney's fees, and entering on the Property to make repairs.

I will pay to Lender any amounts, with interest, which Lender spends under this Paragraph 7. This Mortgage will protect Lender in case I do not keep this promise to pay those amounts, with interest at the same rate stated in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and I may agree in writing to terms of payment that are different from those in this paragraph.

Although Lender may take action under this Paragraph 7, Lender does not have to do so.

8. AGREEMENTS ABOUT FUTURE ADVANCES AND REFINANCING

I may ask Lender to make one or more loans to me in addition to the loan that I promise to pay under the Note, or to refinance the amount due under the Note. Lender may, before this Mortgage is discharged, make additional loans to me or refinance the amount due under the Note.

9. LENDER'S RIGHTS IF BORROWER TRANSFERS THE PROPERTY

If I sell or transfer all or part of the Property or any rights in the Property, Lender will require Immediate Payment in Full.

10. HAZARDOUS SUBSTANCES

I promise not to cause or allow the presence, use, disposal, storage or release of any Hazardous Substances on or in the Property. I will not do, nor allow anyone else to do, anything on the Property that is in violation of any Environmental Law. However, I may use or store on the Property small quantities of Hazardous Substances that are generally recognized to be appropriate for normal residential uses and for maintenance of the Property.

I agree to give Lender prompt written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which I have actual knowledge. If I become aware that removal or other remediation of any Hazardous Substance affecting the Property is necessary, I agree to promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 10, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 10, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

11. INSPECTION

Lender or its agent may enter or come onto the Property for the purpose of inspection. Lender shall give me notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

12. CONTINUATION OF BORROWER'S OBLIGATIONS

My obligations under this Mortgage are binding upon me, upon my heirs and my legal representatives in the event of my death, and upon anyone who obtains my rights in the Property.

Lender may allow a person who takes over my rights and obligations to delay or to change the amount of the monthly payments of principal and interest due under the Note or under this Mortgage. Even if Lender does this, that person and I will both still be fully obligated under the Note and under this Mortgage unless Lender specifically releases me in writing from my obligations.

Lender may allow those delays or changes for a person who takes over my rights and obligations, even if I request Lender not to do so. Lender will not be required to bring a lawsuit against such a person for not fulfilling obligations under the Note or under this Mortgage, even if I request Lender to do so.

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13. CONTINUATION OF LENDER'S RIGHTS

Even if Lender does not exercise or enforce any right of Lender under the Note, this Mortgage or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will still have the right to demand that I make Immediate Payment in Full of the amount that I owe to Lender under the Note and under this Mortgage.

14. LENDER'S ABILITY TO ENFORCE MORE THAN ONE OF LENDER'S RIGHTS; OBLIGATIONS OF BORROWER; AGREEMENTS CONCERNING CAPTIONS

Each of Lender's rights under this Mortgage is separate. Lender may exercise and enforce one or more of these rights, as well as any of Lender's other rights under the law, one at a time or all at once.

If more than one person signs this Mortgage as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Mortgage. Lender may enforce Lender's rights under this Mortgage against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under the Note and under this Mortgage. However, if one of us does not sign the Note, then: (A) that person is signing this Mortgage only to give that person's rights in the Property to Lender under the terms of this Mortgage; and (B) that person is not personally obligated to make payments or to act under the Note or under this Mortgage.

The captions and titles of this Mortgage are for convenience only. They may not be used to interpret or to define the terms of this Mortgage.

15. LAW THAT GOVERNS THIS MORTGAGE

The law that applies in the place that the Property is located will govern this Mortgage. The law of the State of Alabama will govern the Note. If any term of this Mortgage or of the Note conflicts with the law, all other terms of this Mortgage and of the Note will still remain in effect if they can be given effect without the conflicting term. This means that any terms of this Mortgage and of the Note which conflict with the law can be separated from the remaining terms, and the remaining terms will still be enforced.

SEE RIDER TO MORTGAGE ATTACHED HERETO

	By signing this Mortgage I agree to all of the above.
	Ken Underwood Classic Homes, Inc. By: Ken Underwood Its: President
STATE OF ALABAMA)
COUNTY OF	}
l,	, a Notary Public in and for said County, in said State, hereby certify, whose name(s) signed to the
foregoing instrument and who	
contents of this instrument,	executed the same voluntarily on the day the same bears date.
My commission expires:	Notary Public
	NOTAL FLOOR
STATE OF ALABAMA	1
COUNTY OF SHELBY)
the undersigned	, a Notary Public in and for said County, in said State, hereby certify
	, whose name as <u>President</u>
	s, Inc. , a <u>corporation</u> is signed to the
	e, acknowledged before me on this day that, being informed of the contents of such
instrument, <u>he</u> , as s	
voluntarily for and as the act of saidcorpc	eration
Given under my hand and official seal this	12th day of March 1998
My commission expires: 2/20/99	Notar Public
	T PERCYLLING TO

MY COM

Form No. 77/32-2321 (Rev. 04/84)

(JetForm - A322321D) ... Al

WITHOUT LIMITING THE GENERALITY OF THE PROVISIONS OF THIS MORTGAGE RELATING TO THE INDEBTEDESS SECURED HERBY, IN ADDITION TO THE NOTE, THIS MORTGAGE SECURES ALL INDEBTEDNESS OF BORROWER TO LENDER ARISING UNDER OR IN CONNECTION WITH THAT CERTAIN MASTER LOAN ARISING UNDER OR IN CONNECTION FINANGING BETWEEN THE BANK AND THE AGREEMENT FOR CONSTRUCTION FINANGING BETWEEN THE BANK AND THE BORROWER DATED 11 45 406 WHETHER SUCH INDEBTEDNESS IS NOW EXISTING OR HEREAFTER ARISING; AND ALL SUCH INDEBTEDNESS IS HEREBY DEEMED TO BE INCLUDED WITHIN THE TERM "OTHER INDEBTEDNESS" WHEREVER USED IN THIS MORTGAGE AND ALL DOCUMENTS EVIDENCING, WHEREVER USED IN THIS MORTGAGE AND SECURING, OR RELATING TO SUCH INDEBTEDNESS ARE HEREBY DEEMED TO BE INCLUDED WITHIN THE TERM "OTHER INDEBTEDNESS INSTRUMENTS" WHEREVER USED IN THIS MORTGAGE.

Bull

Inst # 1998-09478

03/18/1998-09478 11:43 AM CERTIFIED SELY COMY JUCE IF MINATE 805 NO 243.50