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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 30, 1998. The grantor is WILLIAM T. HARRISON, AN UNMARRIED INDIVIDUAL

("Borrower"). This Security Instrument is given to BANK OF ALABAMA

which is organized and existing under the laws of THE STATE OF ALABAMA, and whose address is 1209 DECATUR HIGHWAY PO BOX 340 FULTONDALE, AL 35068

("Lender"). Borrower owes Lender the principal sum of THREE HUNDRED FIVE THOUSAND AND NO/100\*\*\*\*\*  
\*\*\*\*\* Dollars (U.S. \$ 305,000.00). This debt is evidenced

by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 30, 1999. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in SHELBY  
County, Alabama:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.

which has the address of 2916 COUNTY RD 331 COLUMBIANA  
[Street] [City]

Alabama 35051 ("Property Address");  
[Zip Code]

ALABAMA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-800-397-2341) FORM MD-1-AL 2/14/91

Form 3003 9/90 (page 1 of 6)

Inst # 1998-40586

10/16/1998-40586

11:28 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
011 CRH 491.00

To HAVE AND TO HOLD this 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, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

**1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall 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 Security Instrument 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; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 5, i. lieu of the payment of mortgage insurance premiums. 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 so, Lender may, at any time, 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, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower 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 so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall 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 Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, 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 Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a

lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. 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 Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

Unless Lender and Borrower 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 sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property or does not answer within 30 days a notice from Lender that the insurance carrier has offered 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 sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage

insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.



**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. 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 Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender 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 Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "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 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument 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 non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument 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 expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale once a week for three consecutive weeks in a 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 this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its 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 expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

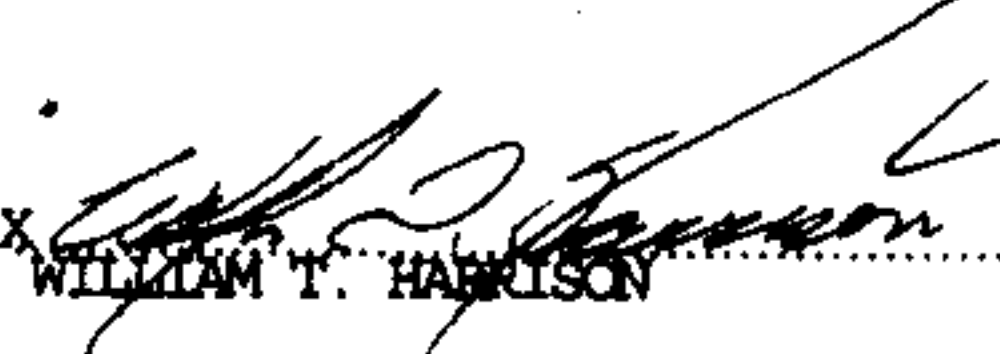
- ☐ Adjustable Rate Rider  
☐ Graduated Payment Rider  
☐ Balloon Rider  
☐ Other(s) [specify]

- ☐ Condominium Rider  
☐ Planned Unit Development Rider  
☐ Rate Improvement Rider

- ☐ 1-4 Family Rider  
☐ Biweekly Payment Rider  
☐ Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

X  (Seal)  
WILLIAM T. HARRISON -Borrower

Social Security Number 

(Seal)  
-Borrower

Social Security Number

[Space Below This Line For Acknowledgment]

The State of Alabama

JEFFERSON County

I hereby certify that WILLIAM T. HARRISON, AN UNMARRIED INDIVIDUAL whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed to the contents of the conveyance, he executed the same voluntarily on the day the same bears date. Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Notary Public

This instrument was prepared by FRAN SEALE, BANK OF ALABAMA, BIRMINGHAM, AL, 35209

WHA

## EXHIBIT "A"

Parcel 1: A parcel of land situated in the W 1/2 of the SW 1/4 of Section 36, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Begin at the SE corner of the SW 1/4 of the SW 1/4 of Section 36, Township 20 South, Range 2 West, said point being the point of beginning; thence North 88 degrees 15 minutes 25 seconds West along the Southerly boundary of said 1/4 - 1/4 Section a distance of 1144.58 feet to a point on the centerline of Shelby County Highway Highway No. 331 (Firetower Road - Prescriptive Use R.O.W.); thence North 19 degrees 19 minutes 23 seconds West along said centerline a distance of 186.44 feet to a point on a curve to the right having a radius of 689.56 feet and a central angle of 10 degrees 48 minutes 34 seconds; thence along said centerline and the arc of said curve a distance of 130.09 feet, said arc subtended by a chord which bears North 13 degrees 55 minutes 06 seconds West a distance of 129.90 feet, to a point on a reverse curve to the left having a radius of 1368.22 feet and a central angle of 4 degrees 50 minutes 24 seconds; thence along said centerline and the arc of said curve a distance of 115.58 feet, said arc subtended by a chord which bears North 10 degrees 56 minutes 01 seconds West a distance of 115.55 feet, to a point on a reverse curve to the right having a radius of 196.72 feet and a central angle of 21 degrees 14 minutes 48 seconds; thence along said centerline and the arc of said curve a distance of 72.95 feet, said arc subtended by chord which bears North 2 degrees 43 minutes 49 seconds West a distance of 72.53 feet, to the end of said curve; thence North 7 degrees 53 minutes 35 seconds East along said centerline a distance of 127.71 feet to a point on a curve to the right having a radius of 532.62 feet and a central angle of 10 degrees 43 minutes 27 seconds; thence along said centerline and the arc of said curve a distance of 99.69 feet, said arc subtended by a chord which bears North 13 degrees 15 minutes 18 seconds East a distance of 99.55 feet, to a point on a compound curve to the right having a radius of 1185.31 feet and a central angle of 6 degrees 17 minutes 16 seconds; thence along said centerline and the arc of said curve a distance of 130.08 feet, said arc subtended by a chord which bears North 21 degrees 45 minutes 40 seconds East a distance of 130.01 feet, to a point on a compound curve to the right having a radius of 234.59 feet and a central angle of 20 degrees 53 minutes 55 seconds; thence along said centerline and the arc of said curve a distance of 85.57 feet, said arc subtended by a chord which bears North 35 degrees 21 minutes 16 seconds East a distance of 85.09 feet, to the end of said curve; thence North 45 degrees 48 minutes 13 seconds East along said centerline



WHL

a distance of 55.00 feet; thence North 89 degrees 48 minutes 00 seconds East and leaving said centerline a distance of 1070.48 feet; thence South 0 degrees 51 minutes 29 seconds East a distance of 978.47 feet to the point of beginning. Said parcel containing 26.49 acres, more or less. LESS AND EXCEPT a prescriptive use right-of-way belonging to Shelby County Highway No. 331 (Firetower Road).

Parcel 2: A parcel of land situated in the W 1/2 of the SW 1/4 of Section 36, Township 20 South, Range 2 West, more particularly described as follows: Commence at the SE corner of the SW 1/4 of the SW 1/4 of Section 36, Township 20 South, Range 2 West; thence North 0 degrees 51 minutes 29 seconds West a distance of 978.47 feet to the point of beginning; thence South 89 degrees 48 minutes 00 seconds West a distance of 1070.48 feet to a point on the centerline of Shelby County Highway No. 331 (Firetower Road - Prescriptive Use R.O.W.); thence North 45 degrees 48 minutes 13 seconds East along said centerline a distance of 253.83 feet to a point on a curve to the left having a radius of 312.26 feet and a central angle of 34 degrees 52 minutes 51 seconds; thence along said centerline and the arc of said curve a distance of 190.10 feet, said arc subtended by a chord which bears North 28 degrees 21 minutes 48 seconds East a distance of 187.18 feet, to a point on a reverse curve to the right having a radius of 164.65 feet and a central angle of 43 degrees 53 minutes 58 seconds; thence along said centerline and the arc of said curve a distance of 126.15 feet, said arc subtended by a chord which bears North 32 degrees 52 minutes 22 seconds East a distance of 123.09 feet, to a point on a reverse curve to the left having a radius of 47.95 feet and a central angle of 26 degrees 09 minutes 50 seconds; thence along said centerline and the arc of said curve a distance of 21.90 feet, said arc subtended by a chord which bears North 41 degrees 44 minutes 25 seconds East a distance of 21.71 feet to a point on a reverse curve to the left having a radius of 214.29 feet and a central angle of 19 degrees 45 minutes 23 seconds; thence along said centerline and the arc of said curve a distance of 73.89 feet, said arc subtended by a chord which bears North 18 degrees 46 minutes 49 seconds East a distance of 73.52 feet, to the end of said curve; thence North 8 degrees 54 minutes 07 seconds East along said centerline a distance of 225.15 feet to a point on a curve to the left having a radius of 1075.89 feet and a central angle of 10 degrees 03 minutes 44 seconds; thence along said centerline and the arc of said curve a distance of 188.94 feet, said arc subtended by a chord which bears North 3 degrees 52 minutes 15 seconds East a distance of 188.70 feet, to the end of said curve; thence North 1 degree 09 minutes 37 seconds West along said centerline a distance of 96.94 feet to a point on a curve to the left having a radius of 1123.67 feet and a central angle of 10 degrees 32 minutes 01 seconds; thence along said centerline and the arc of said curve a distance of 206.58 feet, said arc subtended by a chord which bears North 6 degrees 25 minutes 37 seconds



WTH

West a distance of 206.29 feet, to a point on a reverse curve to the right having a radius of 264.56 feet and a central angle of 29 degrees 46 minutes 16 seconds; thence along said centerline and the arc of said curve a distance of 137.47 feet, said arc subtended by a chord which bears North 3 degrees 11 minutes 30 seconds East a distance of 135.92 feet, to the end of said curve; thence North 18 degrees 04 minutes 38 seconds East along said centerline a distance of 107.36 feet to a point on a curve to the left having a radius of 389.69 feet and a central angle of 15 degrees 44 minutes 54 seconds; thence along said centerline and the arc of said curve a distance of 107.11 feet, said arc subtended by a chord which bears North 10 degrees 12 minutes 11 seconds East a distance of 106.77 feet, to a point on a reverse curve to the right having a radius of 231.15 feet and a central angle of 11 degrees 10 minutes 20 seconds; thence along said centerline and the arc of said curve a distance of 45.07 feet, said arc subtended by a chord which bears North 7 degrees 54 minutes 54 seconds East a distance of 45.00 feet; thence North 88 degrees 41 minutes 22 seconds East and leaving said centerline a distance of 581.70 feet; thence South 0 degrees 51 minutes 29 seconds East a distance of 1640.66 feet to the point of beginning. Said parcel contains 26.49 acres, more or less. LESS AND EXCEPT a prescriptive use right-of-way belonging to Shelby County Highway No. 331 (Firetower Road). All being situated in Shelby County, Alabama.

## PAYMENT RIDER

THIS PAYMENT RIDER is made this 30TH day of SEPTEMBER, 1998 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to BANK OF ALABAMA, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ALABAMA, 1209 DECATUR HIGHWAY, P.O. BOX 340, FULTONDALE, AL 35068 (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 2916 COUNTY RD 131, COLUMBIA, AL 35051

[Property Address]

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

### A. SCHEDULED PAYMENTS OF PRINCIPAL AND INTEREST

The Note provides for scheduled payments of principal and interest as follows:

### 3. PAYMENTS

#### (A) Scheduled Payments

I will pay principal and interest by making payments when scheduled:

☐ I will make ..... payments of \$ ..... each on the ..... of each ..... beginning on .....

☒ I will make payments as follows:

11 PAYMENTS OF INTEREST VARYING FROM \$1,938.63 TO \$2,072.33 MONTHLY BEGINNING OCTOBER 30, 1998

☒ In addition to the payments described above, I will pay a "balloon payment" of \$307,072.33 on SEPTEMBER 30, 1999. The Note Holder will deliver or mail to me notice prior to maturity that the balloon payment is due. This notice will state the balloon payment amount and the date that it is due.

#### (B) Maturity Date and Place of Payments

I will make these payments as scheduled until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My scheduled payments will be applied to interest before principal. If, on SEPTEMBER 30, 1999, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."


I will make my scheduled payments at 1209 DECATUR HIGHWAY, P.O. BOX 340, FULTONDALE, AL 35068 or at a different place if required by the Note Holder.

**B. FUNDS FOR TAXES AND INSURANCE (check one)**

- ☐ Uniform Covenant 2 of the Security Instrument is waived by the Lender.  
☐ Uniform Covenant 2 of the Security Instrument is amended to read as follows:  
1. The word "monthly" is changed to "scheduled."  
2. Paragraph 3 is amended to read as follows:

If the funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to the Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at that time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the shortage or deficiency. Borrower shall make up the shortage or deficiency at Lender's sole discretion, subject to the requirements of applicable law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Payment Rider.

X  ..... (Seal)  
WILLIAM T. HARRISON ..... Borrower  
..... (Seal)  
..... Borrower

Inst # 1998-40386

10/16/1998-40386  
11:28 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE