MORTGACE FORM THIS IS A FITTIRE ADVANCE MORTGAGE

The State of Alabama

SHELBY

County.

THIS INDENTURE, made and entered into this 18th day of December, 1998
by and between Billy Ray Skinner and wife, Donna Carol Peacock Skinner

parties of the first part, hereinafter referred to as mortgagor, and

UNIVERSITY FEDERAL CREDIT UNION, a federally chartered credit union

party of the second part, hereinafter referred to as mortgages,

Witnesseth:

ON DEMAND

On demand, hearing interest as provided in said note. (This is a FUTURE ADVANCE MORTGAGE, and the said \$ 120,000.00---- indebtedness shall be advanced by mortgages to mortgagor in accordance with a construction loan agreement of even date herewith, the terms of which agreement are made a part of this mortgage.) In addition to the said \$ 120,000,00--- principal amount with interest, this mortgage shall also secure any and all other additional indebtedness now or hereafter owing by mortgagor to mortgages.

See attached Exhibit "A" for legal description.

SUBJECT TO: (1) Current taxes; (2) Easement for Alabama Power Company recorded in Real 228, page 806 and Real 240, page 851 in the Probate Office of Shelby County. Alabama.

Inst # 1998-50872

12/21/1998-50872
02:05 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 SNA 20.50

TOGETHER WITH all building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the mortgagor for the purpose of or used or useful in connection with the improvements located or to be located on the hereinabove described real estate, whether such materials, equipment, fixtures and fittings are actually located on or adjacent to said real estate or not, and whether in storage or otherwise, wheresoever the same may be located. The personal property herein conveyed and mortgaged shall include, without limitation, all lumber and lumber products, bricks, building stones and building blocks, and and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, air-conditioning and heating equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building material and equipment of every kind and character used or useful in connection with said improvements.

Together with all the rights, privileges, tenements, and appurtenances thereunto belonging or in any wise appertaining, including screen windows and doors, gas, steam, electric and other heating, lighting and cooking apparatus, elevators, ice boxes, plumbing and other fixtures appertaining to the said premises, all of which shall be deemed realty and conveyed by this mortgage.

TO HAVE AND TO HOLD the said premises, and every part thereof, unto the mortgages, its successors and assigns forever. And the undersigned covenant with the mortgages that the undersigned are lawfully seized in few simple of said premises and have a good right to sell and convey the same as aforesaid; that the said premises are free of all incumbrances and the undersigned will warrant and forever defend the talk to the same unto the mortgages, its successors and assigns, against the lawful claims of all persons whomsoever.

And for the purpose of further securing the payment of said indebtedness, the undersigned hereby agree to pay all taxes, assets ments, or other liens taking priority over thes mortgage, when imposed legally upon said premises, and should default be made in the payment of same, or any part thereof, said mortgages, at its option, may pay the same; and to further secure said indebtedness first payment of same, or any part thereof, said mortgages, at its option, may pay the same; and to further secure said indebtedness first above named, and every portion thereof, the undessigned agree to keep said property continuously insured in such manner and in such above named, and every portion thereof, the undessigned agree to keep said property continuously insured in such manner and in such

companies as may be setisfactory to the mortgages, for at least \$\frac{120,000}{20,000}\$ against loss by fire and \$\frac{120,000}{20,000}\$ against loss by tornado, with loss, if any, payable is said inortgages, as its interest may appear, and if the undersigned fail to keep said property incursed as above specified, then the mortgages may, at its option, incure said property for its incurable value against loss by fire and ternado, for its own beautit, the proceeds from such incurance, if collected to be credited on the indebtedness secured by this mortgage, less cost of collecting same, or, at the election of the mortgages, may be used in repairing or reconstructing the pyremises; all amounts so expended by said mortgages for insurance, or for the payment of taxes, assessments, or any other prior liens, shall become a debt due and at once payable, without demand upon or notice to any person, to said mortgages, additional to the instable debtedness hereby specially secured, and shall be secured by the lien of this mortgage, and shall bear interest from date of payment debtedness hereby specially secured, and shall be secured by the lien of this mortgage, and shall bear interest from date of payment debtedness secured by this mortgage due and payable, and this mortgage subject to foreclosure, and same may be foreclosed, as hereinafter provided.

The undersigned agree to take good care of the premises above described, and not to commit or permit any waste thereon, and to keep the same repaired, and at all times to maintain the same in as good condition as they now are, reasonable wear and tear alone excepted.

The undersigned agree that no delay or failure of the mortgages to exercise any option to declare the maturity of any debt secured by this mortgage, shall be taken or deemed as a waiver of its right to exercise such option, or to declare such forfeiture, either any past or present delault, and it is further agreed that no terms or conditions contained in this mortgage can be waived, altered or changed except as evidenced in writing, signed by the undersigned, and by the mortgages, by an officer thereof.

After any default on the part of the mortgagor the mortgages shall, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this mortgage, he entitled, as a matter of right, to the appointment by any competent court or tribunal, without notice to any party, of a receiver of the rents, issues and profits of said premises, which power to lease and control the said premises, and with such other powers as may be deemed necessary.

UPON CONDITION, HOWEVER, That if the mortgagor pays said note and any renewals or extensions thereof, and all other indebtedness secured by this mortgage, and reimburses said mortgages for any amount it may have expended in payment of taxes and insurance or other liens, and interest thereon, and shall do and perform all other acts and things herein agreed to be done, this conveyance to be null and void; but should default be made in the payment of any sum expended by the said mortgages under the authority of any of the provisions of this mortgage, or should said indebtedness hereby secured, and any renewals or extensions thereof, or any part thereof, or any interest thereon, remain unpaid at maturity, or should the interest of said mortgages in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, or should any law, either Federal or State, be passed imposing or authorizing the imposition of any specific tax upon this mortgage or the debt hereby secured, or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage, or by virtue of which any tax or assessment upon the mortgaged premises shall be chargeable against the owner of said mortgage, or should at any time any of the stipulations contained in this mortgage be declared invalid or inoperative by any court of competent jurisdiction, then, in any one of said events, the whole of the indebtedness hereby secured, or any portion or part of same as may not at said date have been paid, with interest thereon, shall at once become due and payable at the option of said mortgagee, and this mertgage be subject to foreclosure and may be foreclosed as now provided by law in case of past due mortgages; and the mortgagee shall be authorized to take possession of the premises hereby conveyed, and after giving twenty-one days' notice by publication once a week for three consecutive weeks, of the time, place and terms of sale, by publication in some newspaper published in the County wherein said property is located, to sell the same in front of the Courthouse door of the County wherein said property is located, at public outery, to the highest bidder for cash, and apply the proceeds of said sale: First, to the expense of advertising. selling and conveying, including a reasonable attorney's toe; second, to the payment of any amounts that may have been expended, or that may then be necessary to expend, in paying insurance, taxes and other incumbrances, with interest thereon; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale; but no interest shall be collected beyond the day of sale; and, fourth, the balance, if any, to be turned over to the mortgagor.

And the undersigned further agree that said mortgagee, its successors, or assigns, may bid at any sale had under the terms of this mortgage, and purchase said property, if the highest bidder therefor; and the undersigned further agree to pay a reasonable attorney's fee to said mortgagee, its successors or assigns, for the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction, said fee to be a part of the debt hereby secured, and the purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money.

In the event of a sale hereunder, the mortgages, or owner of the debt and mortgage, or auctioneer, shall execute to the purchaser for and in the name of the undersigned a good and sufficient deed to the property sold.

The undersigned agree that the debt hereby secured shall at once become due and payable and this mortgage subject to foreclosure as herein provided, at the option of the holder hereof, when and if any statement of lien is filed under the statutes of Alabama relating to the liens of mechanics and materialmen, without regard to form and contents of such statement, and without regard to the existence or non-existence of the debt, or any part thereof, or of the lien, on which such statement is based.

Plural or singular words used herein to designate the undersigned, the parties of the first part, shall be construed to refer to the maker or makers of this mortgage, whether one or more persons, or a corporation; and all covenants and agreements herein made by the undersigned shall bind the heirs, personal represertatives, successors and assigns of the undersigned, and every option, right and privilege herein reserved or secured to the mortgages, shall inure to the benefit of its successors and assigns.

The said indebtedness of \$ 120,000.00 which is secured hereby is being advanced by mortgager to mortgagor in accordance with a construction loan agreement of even date herewith, the terms of which agreement are incorporated as a part hereof. In the event of default in the terms of mid agreement, or any other contract or agreement between mortgagor and mortgage, such default shall be an event of default entitling the mortgager herein to foreclose this mortgage in accordance with the terms bereof.

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EXHIBIT "A"

Commence at the Northeast corner of the NW % of the NE % of Section 21, Township 19 South, Range 2 West, Shelby County, Alabama; thence run West along the North line of said % % section a distance of 361.50 feet; thence turn left and run South a distance of 361.5 feet to the point of beginning; thence from the last described course, turn left 11°26′20° and run Southeasterly a distance of 139.91 feet to the centerline of County Road #369, said road being in a curve to the left, having a radius of 531.65 feet and a central angle of 11°48′; thence from the last described course, turn left 96°58′ to the tangent of said curve and run Northeasterly along said centerline an arc distance of 109.49 feet; thence continue Northeasterly along said centerline, tangent to said curve, a distance of 57.39 feet; thence turn left 59°32′ and run North a distance of 35.53 feet; thence turn left 88°12′ and run West a distance of 211.81 feet to the point of beginning.

Less and except the right of way of said county road.

Situated in Shelby County, Alabama.

Inst # 1998-50872

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