

THIS INSTRUMENT PREPARED BY (Name) CONNIE WASHINGTON, An Employee of Compass Bank

(Address) 15 South 20th Street, Birmingham, AL 35233

## REAL ESTATE MORTGAGE (Alabama)

STATE OF ALABAMA )  
COUNTY OF SHELBY )

### WORDS USED OFTEN IN THIS DOCUMENT

- (A) "Mortgage." This document, which is dated April 13, 1999, will be called the "Mortgage."  
(B) "Borrower." HERMAN STANLEY WILLIS, JR., AND WIFE APRIL DAY WILLIS  
will sometimes be called "Borrower" and sometimes simply "I" or "me".  
(C) "Lender." Compass Bank will be called "Lender." Lender is a corporation or association  
which was formed and which exists under the laws of the State of Alabama or the United States.  
Lender's address is 15 South 20th Street, Birmingham, AL 35233  
(D) "Note." The note signed by Borrower and dated April 13, 1999, will be called the "Note." The Note shows  
that I owe Lender Twenty Thousand and no/100 Dollars,  
plus interest, which I have promised to pay in payments of principal and interest for 15 years with a final  
payment due on April 13, 2014. The final payment may be a balloon payment which may be refinanced  
from time to time. "Note" includes any amendments or modifications to the Note.  
(E) "Property." The property that is described below in the section titled "Description Of The Property" will be called the "Property."

### BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I grant, bargain, sell and convey the Property to Lender. This means that, by signing this Mortgage, I am giving Lender the rights that I have in the Property subject to the terms of this Mortgage. The Lender also has those rights that the law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I fail to:

- (A) Pay all amounts that I owe Lender as stated in the Note;
- (B) Pay, with interest, any amounts that Lender spends under this Mortgage to protect the value of the Property or Lender's rights in the Property;
- (C) Pay, with interest, any other amounts that Lender lends to me as Future Advances under Paragraph 8 below;
- (D) Pay any other amounts that I may owe Lender, now or in the future, including any amounts that I become obligated to pay as a result of another loan from Lender or my guaranty of a loan to someone else by Lender (sometimes referred to as "Other Debts"); and
- (E) Keep all of my other promises and agreements under this Mortgage and under the Note.

If I keep the promises and agreements listed in (A) through (E) above, this Mortgage and the transfer of my rights in the Property will become void and will end.

### DESCRIPTION OF THE PROPERTY

The Property is described in (A) through (J) below:

(A) The property which is located at 41 WELDON DRIVE, CHELSEA, Alabama 35043  
ADDRESS

This property is in SHELBY County in the State of Alabama. It has the following legal description:

**SEE EXHIBIT "A"**

Inst # 1999-16704

04/20/1999-16704  
11:14 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 CRM 51.00

[If the property is a condominium, the following must be completed:] This property is part of a condominium project known as NA (called the "Condominium Project"). This property

includes my unit and all of my rights in the common elements of the Condominium Project;

- (B) All buildings and other improvements that are located on the property described in paragraph (A) of this section;
- (C) All rights in other property that I have as owner of the property described in paragraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the property;"
- (D) All rents or royalties from the property described in paragraphs (A) and (B) of this section;

- (E) All mineral, oil and gas rights and profits, water 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 rights and property described in paragraphs (A) through (F) of this section that I acquire in the future;
- (I) 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 (I) of this section has been condemned or damaged in whole or in part (including proceeds of insurance); however, any sum received by Lender 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.

**LENDER'S RIGHTS IF BORROWER FAILS TO KEEP PROMISES AND AGREEMENTS**

If I fail to keep any of the promises and agreements made in this Mortgage or in the Note, Lender may require that I pay immediately the entire amount remaining unpaid under the Note and under this Mortgage. Lender may do this without making any further demand for payment. This requirement will be called "Immediate Payment in Full."

If I fail to make Immediate Payment in Full, Lender may sell the Property at a public auction. The public auction will be held at the front or main door of the courthouse in the county where the Property is located. The Lender or its attorney, agent or representative (the "auctioneer") may sell the Property in lots or parcels or as one unit as it sees fit at this public auction. The Property will be sold to the highest bidder, or if purchased by Lender, for credit against the balance due from Borrower under the Note and this Mortgage.

Notice of the time, place and terms of sale will be given to the public by publishing the notice with a description of the Property once a week for three (3) consecutive weeks in a newspaper of general circulation in the county where the sale will be held. The Lender or auctioneer shall have the power and authority to convey by deed or other instrument all of my rights in the Property to the buyer (who may be the Lender) at the public auction, and use the money received to pay the following amounts:

- (1) all expenses of the sale, including advertising and selling costs and attorney's and auctioneer's fees;
- (2) all amounts that I owe Lender under the Note and under this Mortgage; and
- (3) any surplus, that amount remaining after paying (1) and (2), will be paid to the Borrower or as may be required by law.

If the money received from the public sale does not pay all of the expenses and amounts I owe Lender under the Note and this Mortgage, I will promptly pay all amounts remaining due after the sale, plus interest at the rate stated in the Note. The Lender may buy the Property or any part or interest in the Property at the public auction.

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 amounts 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 liens 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."

**6. 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 Lender 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.

**7. 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.

**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. 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.

By signing this Mortgage I agree to all of the above.

*Herman Stanley Willis, Jr.*  
HERMAN STANLEY WILLIS, JR.

*April D. Willis*  
APRIL DAY WILLIS

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ALABAMA

COUNTY OF *Jefferson*

I, *Christopher H. Dwyer*, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name(s) \_\_\_\_\_ signed to the foregoing instrument and who \_\_\_\_\_ known to me, acknowledged before me on this day that, being informed of the contents of this instrument, \_\_\_\_\_ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this *13* day of *April* *1997*.

My commission expires: *02 Feb 2002*

*Christopher H. Dwyer*  
Notary Public

Legal Description: The following described parcel of land located in the NE 1/4 of the NW 1/4 of Section 34, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Begin at the most Northerly corner of Lot 32, Twin Oaks, as recorded in Map Book 22, Page 108, in the Office of the Judge of Probate of Shelby County, Alabama; thence North 21 degrees 33 minutes 41 seconds East a distance of 63.88 feet; thence South 43 degrees 00 minutes 43 seconds East a distance of 220.64 feet to the most Northerly corner of Lot 21 of said Twin Oaks; thence South 56 degrees 07 minutes 44 seconds West along the Northwesterly line of said Lot 21 a distance of 133.57 feet; thence North 46 degrees 03 minutes 57 seconds West a distance of 59.75 feet to a point on the Easterly line of aforesaid Lot 32; thence North 8 degrees 27 minutes 24 seconds West along said Easterly line a distance of 136.39 feet to the Point of Beginning; being situated in Shelby County, Alabama. ALSO: SUBJECT TO A 25 FOOT WIDE INGRESS/EGRESS EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: Commence at the most Northerly corner of Lot 32, Twin Oaks, as recorded in Map Book 22, Page 108, in the Office of the Judge of Probate, Shelby County, Alabama; thence North 21 degrees 33 minutes 41 seconds East a distance of 36.20 feet to the Point of Beginning; thence continue along last described course a distance of 27.68 feet; thence South 43 degrees 0 minutes 43 seconds East a distance of 118.83 feet; thence South 46 degrees 59 minutes 17 seconds West a distance of 25.00 feet; thence North 43 degrees minutes 43 seconds West a distance of 106.94 feet to the Pont of beginning; situated in Shelby County, Alabama. Mineral and mining rights excepted.

Inst # 1999-16704

04/20/1999-16704  
11:14 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 CRH 51.00