

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 28, 1999, will be called the "Mortgage."
(B) "Borrower." REGINALD G HURST, AND WIFE STEPHANIE R HURST
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 28, 1999, will be called the "Note." The Note shows
that I owe Lender Fourteen 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 May 15, 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 100 KING CHARLES WAY, ALABASTER, Alabama 35007
ADDRESS

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

LOT 26, ACCORDING TO THE SURVEY OF SPRING GATE ESTATES, PHASE TWO, AS RECORDED IN MAP BOOK 20, PAGE 120, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

05/10/1999-19563
11:46 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
34-50

[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."

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.

Reginald G. Hurst
REGINALD G. HURST
Stephanie R. Hurst
STEPHANIE R. HURST

Inst # 1999-19563
05/10/1999-19563
11:46 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MMS 34.50

By: _____

Its: _____

STATE OF ALABAMA)
COUNTY OF)

I, Jamie H. Labello, a Notary Public in and for said County, in said State, hereby certify that Reginald G. Hurst + Stephanie R. Hurst, whose name(s) are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, have executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of May, 1999.

My commission expires: MY COMMISSION EXPIRES MARCH 18, 2000

Jamie H. Labello
Notary Public