

Inst # 1999-40148

1999/09/17/1999-40148
1999/09/17 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

000 L31 351.00

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 10th 1999
The grantor is Scott Burridge and Rhonda Burridge, his wife ("Borrower"). This Security
Instrument is given to First Federal Savings Bank

which is organized and existing under the laws of the United States of America
and whose address is 1630 4th Avenue North Bessemer, AL 35020

("Lender"). Borrower owes Lender the principal sum of

Three Hundred Forty Nine Thousand and 00/100

Dollars (U.S. \$ 349,000.00). 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 10, 2000. 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:

Lot 7, according to the survey of Sky Ridge Subdivision, as recorded in Map Book 23, Page 83
in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Also
2 easements described on Exhibit "A" attached hereto and made a part hereof.

which has the address of Lot 7, Sky Ridge S/D Chelsea
[Street] [City]
Alabama 35043 ("Property Address").
[Zip Code]

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 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 8, in 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.

ALABAMA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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F2504 (MG) (1/1/98)

50200907520

STONE PATTON, KIERCE & FREEMAN
POST OFFICE BOX 237
BESSEMER, ALABAMA 35021

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 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 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.

Form 3001 9/90

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 action 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 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 the 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)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input checked="" type="checkbox"/> Other(s) [specify] Rider to the Mortgage and Note and Construction Loan 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.

Signed, sealed and delivered in the presence of:

Borrower Scott Burridge (Seal)

Borrower Rhonda Burridge (Seal)

Borrower (Seal)

Borrower (Seal)

[Space Below This Line For Acknowledgment]

STATE OF ALABAMA, Jefferson County ss:

On this 10th day of September, 1999, I, the undersigned
a Notary Public in and for said county and in said state, hereby certify that
Scott Burridge and Rhonda Burridge, his wife

whose name(s) are signed to the foregoing conveyance, and who are known to me, acknowledged before me that, being informed of the contents of the conveyance, they executed the same voluntarily and as their act on the day the same bears date.

Given under my hand and seal of office this the 10th day of September, 1999.

My Commission expires: 8/2/2003

Cathy N. Ackerman

Notary Public

This instrument was prepared by: **First Federal Savings Bank**
1630 4th Avenue North
Bessemer, AL 35020

EXHIBIT "A"

EASEMENT 1:

A 20 foot ingress and egress and utility easement being more particularly described as follows, to-wit:
Commence at a 1 inch iron in place accepted as the SW corner of Section 23, Township 19 South, Range 1 West, Shelby County, Alabama; thence proceed North 89 deg. 13 min. 49 sec. East along the South boundary of said Section for a distance of 333.89 feet; thence proceed North 44 deg. 29 min. 59 sec. East for a distance of 869.01 feet; thence proceed North 53 deg. 50 min. 13 sec. West for a distance of 139.48 feet to a point on the North boundary of said 20 foot easement, said point being the point of beginning. From this beginning point, proceed North 89 deg. 23 min. 15 sec. East along the North boundary of said 20 foot easement for a distance of 150.0 feet; thence proceed South for a distance of 20 feet to a point on the North boundary of an existing 60 foot easement; thence proceed South 89 deg. 23 min. 15 sec. West along the North boundary of said 60 foot easement and parallel to the north boundary of said 20 foot easement for a distance of 122.84 feet; thence proceed North 53 deg. 50 min. 13 sec. West for a distance of 33.89 feet to the point of beginning.

EASEMENT 2:

60.0 Foot Easement for Ingress, Egress & Utilities
Centerline Description to-wit:

From the S.W. corner of the NE 1/4 of the NW 1/4 of Section 23, Township 19 South, Range 1 West, run thence East along the South Boundary of said NE 1/4-NW 1/4 a distance of 17.49 feet to the point of beginning of the centerline of herein described easement for ingress and egress and utilities; thence turn 55 deg. 25' 49" left and run 99.24 feet along said easement centerline and the following courses; 06 deg. 03' 54" left for 104.89 feet; 12 deg. 24' 30" left for 175.59 feet; 10 deg. 38' right for 201.28 feet; 12 deg. 54' 55" right for 165.02 feet; 05 deg. 37' 50" left for 265.89 feet; 15 deg. 35' 30" right for 323.69 feet; 13 deg. 58' 30" left for 188.54 feet; 08 deg. 44' right for 128.93 feet to a point on the North boundary of aforementioned Section 23; thence turn 180 deg. 00' right and run along said easement centerline a distance of 50.72 feet; thence turn 92 deg. 06' 49" left and continue along said easement centerline a distance of 64.81 feet and the following courses; 54 deg. 49' 11" right for 141.23 feet; 12 deg. 33' 27" left for 110.76 feet; 20 deg. 34' 50" left for 169.50 feet; 15 deg. 05' 36" right for 86.16 feet; 36 deg. 33' 41" right for 166.53 feet; 29 deg. 09' 29" left for 97.38 feet; 14 deg. 44' 38" left for 198.02 feet; 16 deg. 40' 30" left for 276.22 feet; 34 deg. 30' 41" left for 274.24 feet to a point on the South boundary of the NW 1/4-NE 1/4 of aforementioned Section 23; thence turn 02 deg. 14' 58" right and continue along said easement a distance of 473.26 feet to the P.C. of a curve concave right, having a delta angle of 65 deg. 53' 34" and tangents of 100.0 feet and a centerline arc distance of 177.45 feet to the P.T.; thence along the tangent centerline a distance of 96.95 feet; thence turn 122 deg. 12' 30" left and run 760.84 feet along said easement centerline to a point on the North boundary of the SW 1/4-NE 1/4 of Section 23, T19S-R1W; thence turn 180 deg. 00' right and run 760.84 feet along said easement centerline; thence turn 57 deg. 47' 30" left and run 338.44 feet along said easement centerline; thence turn 02 deg. 42' 42" right and run 588.77 feet to the PC of a curve concave left, having a delta angle of 46 deg. 35' 43" and tangents of 75.0 feet and a centerline arc distance of 141.64 feet to the PT; thence along the tangent centerline a distance of 77.80 feet; thence turn 116 deg. 34' 50" left and run 68.62 feet along said easement centerline; thence turn 180 deg. 00' right and run 211.45 feet along said easement centerline to the PC of a curve concave right, having a delta angle of 17 deg. 17' 51" and tangents of 80.0 feet and a centerline arc distance of 158.78 feet to the PT; thence along the tangent centerline a distance of 301.63 feet to the PC of a curve concave left, having a delta angle of 27 deg. 09' 45" and tangents of 80.0 feet and a centerline arc distance of 156.99 feet to the PT; thence along the tangent centerline a distance of 214.77 feet to the PC of a curve concave right, having a delta angle of 30 deg. 36' 35" and tangents of 80.0 feet and a centerline arc distance of 156.18 feet to the PT; thence along the tangent centerline a distance of 39.20 feet to the PC of a curve concave left, having a delta angle of 27 deg. 45' 20" and tangents of 75.0 feet and a centerline arc distance of 147.06 feet to the PT; thence along the tangent centerline a distance of 308.97 feet; thence turn 154 deg. 51' 35" left and run 278.49 feet along said easement centerline; thence turn 06 deg. 48' right and run 213.47 feet along said easement centerline; thence turn 00 deg. 50' 46" right and run 321.84 feet along said easement centerline; thence turn 180 deg. 00' right and run 321.84 feet along said easement centerline; thence turn 00 deg. 50' 46" left and run 213.47 feet along said easement centerline; thence turn 06 deg. 48' left and run 278.49 feet along said easement centerline; thence turn 09 deg. 12' left and run said easement centerline a distance of 261.83 feet to a point on the East boundary of the SE 1/4-SW 1/4 of Section 23, T19S-R1W; thence continue along said course a distance of 176.36 feet to the PC of a curve concave left, having a delta angle of 54 deg. 03' 57" and tangents of 306.47 feet and a centerline arc distance of 566.76 feet to the PC of a reverse curve concave right, having a delta angle of 74 deg. 40' 50" and tangents of 100.0 feet and a centerline arc distance of 170.85 feet to the PT; thence along the tangent centerline a distance of 719.70 feet to the PC of a curve concave left, having a delta angle of 48 deg. 19' 01" and tangents of 250.0 feet and a centerline arc distance of 470.01 feet to the PT; thence along the tangent centerline a distance of 730.31 feet to a point of termination of herein described easement centerline on the North boundary of Old U.S. Hwy. #280 (80' R.O.W.), and further, from the described point of termination back North/Northeasterly along the described centerline to a point of intersection with the South boundary of the SE 1/4-SW 1/4 of Section 23, T19S-R1W, tracks in close proximity that certain easement centerline described in Book 184 at Page 89; said property being situated in Shelby County, Alabama.

Description of easements described in mortgage from Scott Burrridge and wife, Rhona Burrridge, to First Federal Savings Bank, dated September 10, 1999.

RIDER TO MORTGAGE AND NOTE

THIS RIDER, dated this 10th day of September, 1999, is incorporated into and shall be deemed to amend and supplement the Mortgage and Note of even date herewith given by the undersigned, Scott Burridge and Rhonda Burridge, the Borrower(s), and First Federal Savings Bank (formerly First Federal Savings and Loan Association of Bessemer), the Lender, as follows:

- Expenditures by Lender, indebtedness to Lender.** It is expressly understood and agreed that the Mortgage and Note will secure any future indebtedness of the Borrower to Lender regardless of the amount and source. The Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, including, but not limited to paying: any sum secured by a lien which has priority over this Security Instrument, liens, satisfaction of sewer assessments, satisfaction of municipal assessments, expenses for court appearances, subpoenas witness fees, reasonable attorney's fees, taxes, insurance, credit life insurance, disability insurance, mortgage insurance, flood insurance, title updates, appraisals, bankruptcy and lien searches, advertising, certified mail charges, postage, foreclosure expenses, travel, repairs, demolition, blasting, storage of personal property left on the subject property after abandonment or foreclosure, mowing of grass, cleaning of the premises, changing of locks, locksmith charges, defending the title rights and priority of the mortgage, charges for appraisal fees and credit reports for refinances, refinance charges, and any other item or expense Lender may pay or advance in connection with this Mortgage. Any of the foregoing and any check returned on Borrower's account together with the insufficient check charge, late charges and any expense incidental thereto, and any accrued interest remaining unpaid at the end of a month when same is due shall become additional debt of Borrower secured by this Security Instrument and shall bear interest at the Note rate in effect from the date of disbursement, accrual or the date of charge back as the case may be.
- Late Payments.** If any monthly payment is not received by Lender or the Holder of the Note and Mortgage on or before the 15th day of the month in which such payment was due unpaid interest, late payment charges, and any other amounts unpaid, continue to accumulate to be paid from the proceeds of subsequent payments, but shall not be added to the principal balance. The principal balance together with interest thereon at the applicable Note rate may be increased at any time in accordance with the terms of this Rider and of Paragraph 7 of the Mortgage executed simultaneously herewith.
- Lender in Possession.** Upon acceleration under Paragraph 21 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the cost of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.
- The invalidity of any provisions of the Note, Mortgage or this Rider shall not affect the validity of other provisions.

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

Scott Burridge (SEAL)
Scott Burridge

Rhonda Burridge (SEAL)
Rhonda Burridge

FIRST FEDERAL SAVINGS BANK CONSTRUCTION LOAN RIDER

This Construction Loan Rider is made this 10th day of September, 1999 and is incorporated into and shall be deemed to amend and supplement the Mortgage from the undersigned (the "Borrower") to First Federal Savings Bank (the "Lender") of even date herewith by the following respects:

A. Open-End Provision

The Mortgage shall secure any loan advances made by the Lender after this Mortgage is delivered for record to the extent that the total unpaid indebtedness, exclusive of interest thereon, does not exceed the maximum amount of unpaid loan indebtedness which may be outstanding at any time, which is \$ 349,000.00. In addition, the Mortgage shall also secure advances made to protect the security as provided in Paragraph 22 of the Mortgage.

B. Loan Agreement

The Mortgage is given to secure repayment of advances made pursuant to a construction loan agreement between the Borrower and the Lender of even date herewith (the "Loan Agreement") and the Borrower agrees that the advances secured hereby may be paid out by the Lender as provided in the Loan Agreement. Until complete disbursement of proceeds to be advanced under the Loan Agreement, the Borrower will abide by all of the terms of the Loan Agreement. Rider shall be void upon the sale of the loan in whole or in part.

C. Construction Mortgage

The construction period shall run for one hundred eighty days.

BORROWER:

Scott Burridge
Scott Burridge

Rhonda Burridge
Rhonda Burridge

Inst # 1999-40148

09/27/1999-40148

11:17 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 CJI 531.00