

This Document Prepared By:
Romaine S. Scott, III
600 Luckie Drive, Suite 412
P.O. Box 530545
Birmingham, Alabama 35253-0545

STATE OF ALABAMA }
SHELBY COUNTY }

MORTGAGE DEED

Inst # 1999-41799

10/07/1999-41799

09:42 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

004 NWS 556.00

KNOW ALL MEN BY THESE PRESENTS: That whereas William Gary Beard (hereinafter "Mortgagor"), a married man, has become justly indebted to Union State Bank of Birmingham, Alabama, (together with its successors and assigns, hereinafter called "Mortgagee") in the sum of Three Hundred Sixty and no/100 Dollars (\$360,000.00) together with interest thereon, as evidenced by a promissory note of even date herewith.

NOW, THEREFORE, in consideration of the premises and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances) now or hereafter owed by the Mortgagor to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned William Gary Beard does hereby assign, grant, bargain, sell and convey unto Mortgagees the following described real property situated in Shelby County, State of Alabama, to wit:

Lot 19, according to the Survey of Greystone, 8th Sector, Phase 1, as recorded in Map Book 21, Page 151 in the Probate Office of Shelby County, Alabama subject to those exceptions appearing in that certain title insurance policy issued by Stewart Title Guaranty Company Serial No. C-9912-1953895.

Together with all rents and other revenues thereof and all rights, privileges, easements, tenements, interest, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagor in and to all buildings and improvements, storm and screen windows and doors, gas, steam electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire and intrusion detection devices, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property" or the "Property."

William Gary Beard and Gary Beard are one and the same person.

TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever.

For the purpose of further securing the payment of said indebtedness Mortgagor warrants, covenants and agrees with Mortgagee, its successors and assigns, as follows:

1. That he is lawfully seized in fee simple and possessed of the mortgaged property and has a good right to convey the same as aforesaid, and he will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned or described in the Title Insurance Policy described hereinabove.
2. The Mortgagor will pay the acknowledged indebtedness according to the terms provided, and understands and agrees that the character and nature of this mortgage instrument are that of a first mortgage, and if the Mortgagor pays to the Mortgagee the full amount of the indebtedness evidenced by the above-mentioned mortgage note dated the 1st day of October, 1999, in the principal sum of \$360,000.00, together with all accrued interest as specified, and performs, complies with, and abides by all of the conditions.

agreements, and covenants specified in such note and in this mortgage as well, then this mortgage instrument shall cease, terminate, and become null and void.

3. The mortgaged property is subject to no prior or superior mortgage, lien or other encumbrances.

4. The Mortgagor agrees to adhere to, and fully comply with, any and all of the terms, conditions, agreements, and provisions of the mortgage.

5. The Mortgagor grants, transfers, and assigns unto the Mortgagee the entirety of the rents, profits, and issues of the subject premises after this mortgage accruing and becoming due as further security for the payment of the acknowledged indebtedness, and the Mortgagor also grants the Mortgagee the right to enter upon and/or take possession of the mortgaged premises for the purpose of collecting the rents, profits, or issues, and to let the premises or any portion of the same, applying sums received as a result of such letting (after payment of all necessary charges and expenses) toward the account of the indebtedness. This assignment and grant shall remain in full force and effect until this instrument is paid and satisfied in full and constitutes a material part of the consideration for the loan secured by this mortgage.

6. The Mortgagee hereby waives the right to enter upon the mortgaged premises and collect rents, issues, and profits until such time as the Mortgagor defaults in the performance of any of the terms, conditions, agreements, or provisions contained in this instrument. Until such time as the Mortgagor defaults, the Mortgagor maintains the right to collect the above-mentioned rents, issues, and profits, and agrees to use and apply such sums in payment of the installments of principal and interest coming due under this mortgage, as well as in payment of any taxes, charges, or assessments levied upon the subject premises when they become due and payable. Such right of the Mortgagor may be revoked by the Mortgagee, in its sole discretion, upon 30 days written notice properly served but, in any event and without notice of any kind, such right is automatically and immediately revoked upon a default under the note secured hereby or this mortgage.

7. The Mortgagor agrees to pay any and all taxes, charges, or assessments levied upon the mortgaged premises when and as they come due or arise, and in the event of the Mortgagor's default in such payments, the Mortgagee may, in addition to all other remedies set out herein, satisfy and discharge the same and seek reimbursement from the Mortgagor.

8. The Mortgagor agrees to pay any and all costs, charges, or expenses, including reasonable attorney's fees, which are incurred or paid by the Mortgagee at any time due to the failure of the Mortgagor to perform, adhere to, or comply with, the terms, conditions, agreements, or provisions of this mortgage. If any action or proceeding is commenced to which the Mortgagee made a party, or in which it becomes necessary and appropriate for the Mortgagee to uphold or defend the rights provided by this mortgage, the Mortgagor agrees to reimburse any and all sums paid, or required to be paid, by the Mortgagee in prosecuting or defending the rights created in this mortgage or by law. Such sums expended by the Mortgagee shall be reimbursable by the Mortgagor in full, including interest computed at the rate of 6% per annum, and the interest on such sums shall constitute and be deemed a lien on the mortgaged premises, with priority over any right, title to, interest in, or claim upon, the mortgaged premises which has attached to, or accrued upon, the premises subsequent to the lien of this mortgage, and such sums shall be deemed secured by this instrument.

9. In the event that default under the terms, conditions, agreements, or provisions of this instrument should occur due to any action or inaction of the Mortgagor, then in addition to any rights or remedies otherwise available to the Mortgagee, the Mortgagee may, but is not required or obligated to, make any payments or perform any acts required of the Mortgagor, in any manner or form which is convenient or expedient. Any inaction on the part of the Mortgagee shall not be viewed as, and shall not be held to constitute, a waiver of any right or rights accruing in the Mortgagee as a result of any default on the part of the Mortgagor.

10. That Mortgagor will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed upon the mortgaged property, and should default be made in the payment of the same, or any part thereof, Mortgagee may pay the same (but Mortgagee is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Should Mortgagor default in any of such obligations, Mortgagee may perform Mortgagor's obligations (but Mortgagee is not obligated to do so).

11. That Mortgagor will keep the buildings on the mortgaged property continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Mortgagee against loss by fire (including so-called extended coverage), wind and such other hazards (including flood and water damage) as Mortgagee may specify from time to time, with loss, if any payable to Mortgagee, and will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificate thereof, and will pay the premiums therefor as paid for by Mortgagor or through an existing policy. Mortgagor shall give immediate notice in writing to Mortgagee of any loss or damage to the mortgaged property from any cause whatever. If Mortgagor fails to keep said property insured as above specified, Mortgagee may insure said property (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind and other hazards for the benefit of Mortgagor and Mortgagee, or for the benefit of Mortgagee alone, at Mortgagee's election. The proceeds of such insurance shall be paid by the insurer to Mortgagees, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Mortgagor any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Said insurance proceeds, if collected, may be credited on the indebtedness secured by this mortgage, less costs of collection, or may be used in repairing or reconstructing the premises on the mortgaged property, at Mortgagee's election. Any application of the insurance proceeds to repairing or reconstructing premises on the mortgaged property shall not extend or postpone the due date of any installment payments of the indebtedness hereby secured or reduce the amount of such installments.

12. That Mortgagor will take good care of the mortgaged property and the personal property described above and will not commit or permit any waste thereon or thereof, and they will keep the same repaired and at all times will maintain the same in as good condition as it now is, reasonable wear and tear alone excepted. If Mortgagor fails to make repairs to the mortgaged property, Mortgagee may make such repairs at Mortgagor's expense (but Mortgagee is not obligated to do so).

13. That all amounts expended by Mortgagee for insurance or for the payment of taxes or assessments or to discharge liens on the mortgaged property or other obligations of Mortgagor or to make repairs to the mortgaged property or any improvement thereon shall become a debt due Mortgagee, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above, or if no such rate of interest is specified in the note or if the rate specified would be unlawful, at the rate of 8% per annum from the date of payment by Mortgagee, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Mortgagor to reimburse Mortgagee for all amounts so expended, at the election of Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and may foreclose this mortgage as hereinafter provided or as provided by law.

14. That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Mortgagor, and that the procurement of insurance or payment of taxes or other liens or assessments or obligations by Mortgagee shall not be taken or deemed as a waiver of the right to accelerate the maturity of the indebtedness hereby secured by reason of the failure of Mortgagor to procure such insurance or to pay such taxes, liens, assessments or obligations, it being agreed by Mortgagor that no terms or conditions contained in this mortgage can be waived, altered or changed except by a writing signed by Mortgagee.

15. That Mortgagor, who is obligated to pay the indebtedness hereby secured, will well and truly pay and discharge such indebtedness as it shall become due and payable, including the note or notes described above, any renewals or extensions thereof, and any other notes or obligations of such Mortgagor to Mortgagee, whether now or hereafter incurred.

16. That (a) if possession of the mortgaged property is allowed to remain in any other person or entity to the exclusion of Mortgagor for a period of one year or more, or (b) if all or any part of the mortgaged property or any interest therein is sold, assigned, transferred or conveyed by Mortgagor, or any of them, without Mortgagee's prior written consent, excluding only (i) the creation of a lien or encumbrance expressly subordinate to this mortgage, (ii) the creation of a purchase money security interest

for household appliances, (iii) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (iv) the grant of any leasehold interest of one year or less (including all mandatory or optional renewal periods) not containing an option to purchase, then in any such event Mortgagee may, at Mortgagee's option, declare all indebtedness secured by this mortgage to be due and payable immediately with or without notice to Mortgagor. Upon breach by Mortgagor, or any of them, of the covenants herein contained, Mortgagee may, at its election, proceed to foreclose this mortgage as hereinafter provided or as provided by law.

17. That all the covenants and agreements of Mortgagor herein contained shall extend to and bind his heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of its successors and assigns.

18. That the provisions of this mortgage and the note or notes secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage or of such note or notes. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. This mortgage and the note secured hereby shall be governed by and construed in accordance with the laws of the State of Alabama.

19. That the Property that is subject to this mortgage is not the homestead of Mortgagor or his wife.

UPON CONDITION, HOWEVER, that if Mortgagor shall well and truly pay and discharge all the indebtedness hereby secured (including extensions and renewals of the original indebtedness and all future advances) as the same shall become due and payable and shall in all things do and perform all acts and agreements by Mortgagor herein agreed to be done according to the tenor and effect thereof, then and in that event only this conveyance herein granted shall be and become null and void; but should default be made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof or should any interest thereon remain unpaid at maturity, or should default be made in the repayment of any sum expended by Mortgagee under the authority of any provision of this mortgage, or should the interest of Mortgagee in the mortgaged property or any of the personal property described above become endangered by reason of the enforcement of any lien or encumbrance thereon, or should a petition to condemn any part of the mortgaged property be filed by any authority, person or entity having power of eminent domain, or should any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the indebtedness hereby secured, or should at any time any of the covenants contained in this mortgage or in any note or other evidence of indebtedness secured hereby be declared invalid or unenforceable by any court of competent jurisdiction, or should Mortgagor fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this mortgage subject to foreclosure at the option of Mortgagee, notice of the exercise of such option being hereby expressly waived by Mortgagor, and Mortgagee shall have the right to enter upon and take possession of the mortgaged property and after or without taking such possession to sell the same before the Court House door of the County (or the division thereof) where said property, or any substantial part of said property, is located, at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said County; and upon the payment of the purchase price, Mortgagees or the auctioneer at said sale is authorized to execute the purchaser for and in the name of Mortgagor a good and sufficient deed to the property sold. Mortgagee shall apply the proceeds of said sale under this mortgage as follows: First, to the expenses of advertising, selling and conveying, including a reasonable attorneys' fee (including, without limitation, attorneys' fees incurred by Mortgagee in connection with any proceeding seeking to enjoin the foreclosure of this mortgage, related to bankruptcy or otherwise challenging the right of Mortgagee to foreclose this mortgage); 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 encumbrances, with interest thereon; third, to the payment of the indebtedness hereby secured and interest thereon in such order as Mortgagee may elect, whether such debts shall or shall not have fully matured at the date of said sale; and fourth, the balance, if any, to be paid over to Mortgagor or to whomsoever then appears of record to be the owner of Mortgagor's interest in said property. Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale hereunder. Mortgagor hereby waives any requirement that the mortgaged property be sold in separate tracts and agrees that Mortgagee may, at its option, sell said property en masse regardless of the number of parcels hereby

conveyed.

IN WITNESS WHEREOF, Mortgagor, William Gary Beard, has hereunto set
Mortgagor's signature and seal this 1st day of October, 1999.

 (SEAL)
William Gary Beard, Mortgagor

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said county, in said State, hereby
certify that William Gary Beard, whose name was signed to the foregoing conveyance and
who is known to me, acknowledged before me on this day that, being informed of the
contents of the conveyance, he executed the same voluntarily on the day the same bears
date.

Given under my hand and official seal this 1st day of October 1999.

[SEAL]


NOTARY PUBLIC

GRANTEE'S ADDRESS:
W, Gary Beard
834 Bishop Court
Birmingham, Alabama 35242

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