

This instrument was prepared by:

RACHELLE KARR PARSONS employee
of
First Federal Savings Bank
1630 4th Ave. N
Bessemer, AL 35020

Inst # 2000-05704

02/24/2000-05704
08:54 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
61.00
JHA WKS

State of Alabama

Space Above This Line For Recording Data

MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is January 26, 2000 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR:

James Kendall Chastain & wife Nena Kay Chastain

- ☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER:

First Federal Savings Bank
1630 N. 4th Ave. P. O. Box 340
Bessemer, AL 35020

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys, sells and mortgages to Lender, with power of sale, the following described property:

Lot 34, according to the Survey of High Hampton, Sector 1, as recorded in Map Book 19, Page 89, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

This is a second mortgage junior and subservient to that certain mortgage to Eli Lilly Federal Credit Union dated 11-30-95 filed 12-13-95 as recorded in Instrument #1995-35693. Assigned to Credit Union Members Mortgage a division of Colonial Savings, Federal Association as recorded in Instrument No. 1995-35699.

The property is located in Shelby at
(County)
153 High Hampton Dr. Pelham, Alabama 35124
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property"). When the Secured Debt (hereafter defined) is paid in full and all underlying agreements have been terminated, this Mortgage will become null and void.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 30,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)

the extent of the Secured Debt immediately before the acquisition.

insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to payment. Any excess will be paid to the Mortgagee. If the Property is acquired by Lender, Mortgagee's right to any principal shall not extend or postpone the due date of the scheduled payment not change the amount of any Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to Lender or to the Secured Debt, all insurance proceeds shall be applied to the restoration or repair of the made immediately by Mortgagee.

Mortgagee shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not Mortgagee shall immediately give to Lender all receipts of paid premiums and renewals. Upon loss, termination of the insurance, Lender shall have the right to hold the policies and renewals. If Lender requires, and, where applicable, "loss payable clause," Mortgagee shall immediately notify Lender of cancellation or All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" Property according to the terms of this Security Instrument.

the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Mortgagee subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagee fails to maintain amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Insurance. Mortgagee shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the deed of trust, security agreement or other lien document.

provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as Mortgagee assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or Mortgagee authorizes Lender to intervene in Mortgagee's name in any of the above described actions or claims, entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means (Condemnation. Mortgagee will give Lender prompt notice of any pending or threatened action, by private or public regulations of the condominium or planned unit development.

planned unit development, Mortgagee will perform all of Mortgagee's duties under the covenants, by-laws, or lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium, time-share or a Leasehold (Condominiums, Planned Unit Development. Mortgagee agrees to comply with the provisions of any from exercising any of Lender's other rights under the law or this Security Instrument.

for Mortgagee shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender attorney in fact to sign Mortgagee's name or pay any amount necessary for performance. Lender's right to perform instrument, Lender may, without notice, perform or cause them to be performed. Mortgagee appoints Lender as Authority to Perform. If Mortgagee fails to perform any duty or any of the covenants contained in this Security Mortgagee will in no way rely on Lender's inspection.

reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and inspecting the Property. Lender shall give Mortgagee notice at the time of or before an inspection specifying a Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of and actions against Mortgagee, and of any loss or damage to the Property.

casement without Lender's prior written consent. Mortgagee will not permit any change in any license, restrictive covenant or Lender's prior written consent. Mortgagee will not permit any change in any license, restrictive covenant or of the Property. Mortgagee agrees that the nature of the occupancy and use will not substantially change without repairs that are reasonably necessary. Mortgagee shall not commit or allow any waste, impairment, or deterioration Property (Condition, Alterations and Inspection. Mortgagee will keep the Property in good condition and make all parties who supply labor or materials to maintain or improve the Property.

agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagee may have against defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagee copies of all notices that such amounts are due and the receipts evidencing Mortgagee's payment. Mortgagee will utilities, and other charges relating to the Property when due. Lender may require Mortgagee to provide to Lender (Taxes Against Title. Mortgagee will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, document without Lender's prior written approval.

modification or extension of, not to request any future advances under any note or agreement secured by the lien payments when due and to perform or comply with all covenants. Mortgagee also agrees not to allow any document that created a prior security interest or encumbrance on the Property. Mortgagee agrees to make all Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien with the terms of the Secured Debt and this Security Instrument.

Payments. Mortgagee agrees that all payments under the Secured Debt will be paid when due and in accordance Mortgagee's breach. Lender does not waive Lender's right to later consider the event a breach if it happens again.

refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on the Secured Debt and this Security Instrument. If Mortgagee breaches any covenant in this section, Lender may the Secured Debt secured under paragraph B of this Section. Lender waives any subsequent security interest in the Mortgagee's principal dwelling that is created by this Security Instrument (but does not waive the security interest for the debts referenced in paragraph A of this Section).

5. **MORTGAGE COVENANTS.** Mortgagee agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagee breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on the Secured Debt and this Security Instrument. If Mortgagee breaches any covenant in this section, Lender may the Secured Debt secured under paragraph B of this Section. Lender waives any subsequent security interest in the Mortgagee's principal dwelling that is created by this Security Instrument (but does not waive the security interest for the debts referenced in paragraph A of this Section).

in the event that Lender fails to provide any necessary notice of the right of rescission with respect to any additional the terms of this Security Instrument.

protecting the Property and its value and any other sums advanced and expenses incurred by Lender under D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise Mortgagee and Lender.

including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between C. All other obligations Mortgagee owes to Lender, which may later arise, to the extent not prohibited by law, amount. Any such commitment must be agreed to in a separate writing.

Security Instrument shall constitute a commitment to make additional or future loans or advances in any other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Mortgagee, or any one or more Mortgagee and others. All future advances and other future obligations are will secure all future advances and future obligations that are given to or incurred by any one or more more than one person signs this Security Instrument, each Mortgagee agrees that this Security Instrument executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If promissory note, contract, guaranty, or other evidence of debt executed by Mortgagee in favor of Lender B. All future advances from Lender to Mortgagee or other future obligations of Mortgagee to Lender under any

Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage, with power of sale, the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances noted above.

7. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

8. **DEFAULT.** Mortgagor will be in default if any of the following occur:

Fraud. Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

Property. Any action or inaction by the Borrower or Mortgagor occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and, as a result, Lender's interest is adversely affected.

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

9. **REMEDIES ON DEFAULT.** In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

If Lender initiates a judicial foreclosure, Lender shall give the notices as required by applicable law. If Lender invokes the power of sale, Lender shall publish the notice of sale, and arrange to sell all or part of the Property, as required by applicable law. Lender or its designee may purchase the Property at any sale. Lender shall apply the proceeds of the sale in the manner required by applicable law. The sale of any part of the Property shall only operate as a foreclosure of the sold Property, so any remaining Property shall continue to secure any unsatisfied Secured Debt and Lender may further foreclose under the power of sale or by judicial foreclosure.

10. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

11. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

12. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
13. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
14. **SEVERABILITY; INTERPRETATION.** This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
15. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
16. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal rights relating to the Property.
17. **LINE OF CREDIT.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
18. **APPLICABLE LAW.** This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.
19. **RIDERS.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.
[Check all applicable boxes]
☐ Assignment of Leases and Rents ☐ Other
20. ☐ **ADDITIONAL TERMS.**

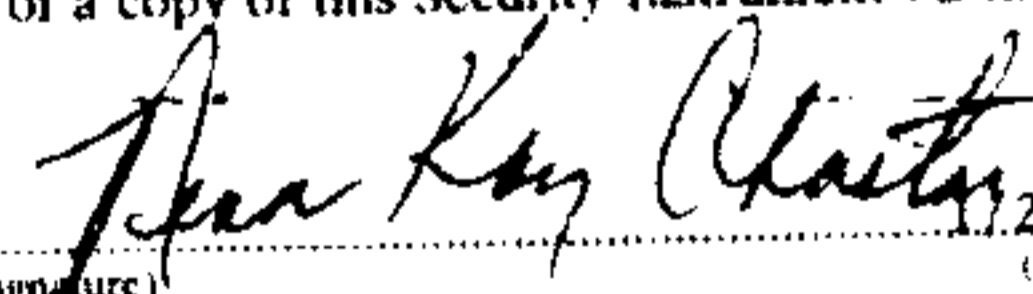
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08:54 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 NWS 61.00

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

 1/26/00 (Seal)
(Signature) (Date)
James Kendall Chastain

 1/26/00 (Seal)
(Signature) (Date)
Nena Kay Chastain

(Witness as to all signatures)

(Witness as to all signatures)

ACKNOWLEDGMENT:

STATE OF Alabama COUNTY OF Shelby ss
I, a notary public, hereby certify that James Kendall Chastain & wife Nena Kay Chastain
Individuals whose name(s) is/are signed to the foregoing conveyance,
and who is/are known to me, acknowledged before me on this day that, being informed of the contents of
the conveyance, he/she/they executed the same voluntarily on the day the same bears date. Given under my
hand this 26th day of January 2000

My commission expires:

(Seal)

1-9-01


(Notary Public)