

Mortgage

# 1. REAL ESTATE MORTGAGE

STATE OF ALABAMA )  
COUNTY OF SHELBY )

## WORDS USED OFTEN IN THIS DOCUMENT

1. "Mortgage." This document, which is dated May 17, 2000 will be called the "Mortgage."
2. "Borrower." Glenn J. Lampton and wife, Janis C. Lampton, will sometimes be called "Borrower" and sometimes simply "I."
3. "Lender." Millard F. Carter and/or wife, Cora Carter will be called "Lender." "Lender" is an individual. Lender's address is 1204 Beacon Lane, Mobile, Alabama 36693.
4. "Note." The note signed by Borrower and dated May 17, 2000 will be called the "Note." The Note shows that I owe Lender the amount of One Hundred Thousand Two Hundred Forty Four and 00/100 (\$102,444.68) Dollars, plus interest, which I have promised to pay in payments of principal and interest for (36), with a final payment due on April 14, 2023. The final payment may be a balloon payment which may be refinanced from time to time.
5. "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:

1. Pay all amounts that I owe Lender as stated in the Note;
2. Pay, with interest, any amounts that Lender spends under this Mortgage to protect the value of the Property of Lender's rights in the Property;
3. Pay, with interest, any other amounts that Lender lends to me as Future Advances under Paragraph 7 below;
4. 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
5. Keep all of my other promises and agreements under this Mortgage and under the Note.

If I keep the promises and agreements listed in (1) through (5) above, this Mortgage and the transfer of my rights in the Property will become void and will end.

## 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 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.

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.

## DESCRIPTION OF THE PROPERTY

The Property is described in (1) through (10) below:

1. The property which is located at 41 North Fork Circle, Chelsea, Alabama. This property is in Shelby County in the State of Alabama. It has the following legal description:  
Tract 18, according to the Survey of Chelsea Estates, as recorded in Map Book 5, Page 61, in the Office of the Judge of Probate of Shelby County, Alabama.  
[If the property is a condominium, the following must be completed:] N/A
2. All buildings and other improvements that are located on the property described in paragraph (1) of this section;
3. All rights in other property that I have as owner of the property described in paragraph (1) of this section. These rights are known as "easements, rights and appurtenances attached to the property;"
4. All rents or royalties from the property described in paragraph (1) and (2) of this section;
5. All mineral, oil and gas rights and profits, water rights and water stock that are part of the property described in paragraph (1) of this section;
6. 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 (1) of this section;
7. All fixtures that are now or in the future be on the property described in paragraphs (1) and (2) 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;
8. All of the rights and property described in paragraphs (1) through (6) of this section that I acquire in the future;
9. All replacements of or additions to the property described in paragraphs (2) through (6) and paragraph (7) of this section; and

05/17/2000-16282  
02:00 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
168.95

Inst # 2000-16282

10. All judgement, awards and settlements arising because the property described in paragraph (1) through (9) of this section has been condemned or damaged in whole or in part (including proceeds of insurance); provided, however, that 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 PAY PRINCIPAL AND INTEREST UNDER THE NOTE AND TO FULFILL OTHER PAYMENT OBLIGATIONS**

I promise that except for the "exceptions" listed in the description of the Property: (1) I lawfully own the Property; (2) I have the right to mortgage, grant and convey the Property to Lender; and (3) 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.

I promise and I agree with Lender as follows:

**1. BORROWER'S PROMISE TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY**

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 7 below; any amount 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 in the following order and for the following purposes:

- First to pay interest then due under the Note; and
- Next, to late charges, if any; and
- Next, to Lender's costs and expenses, if any; and
- 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: (1) 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 (2) 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."

**4. BORROWER'S OBLIGATION TO OBTAIN AND TO KEEP HAZARD INSURANCE ON THE PROPERTY**

**• Generally**

I will obtain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies, and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. Lender may not require me to obtain an amount of coverage that I more than the value of all buildings and other improvements on the Property. I may choose the insurance company, but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All of the insurance policies and renewals of those policies must include what is known as a "standard mortgage clause" to protect Lender. The form of all policies and the form of all renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals.

I will pay the premiums on the insurance policies by paying the insurance company directly when the premium payments are due. If Lender requires, I will promptly give lender all receipts of paid premiums and all renewal notices that I receive.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company is called "proceeds." The proceeds will be used to reduce the amount that I owe to Lender under the Note and this Mortgage, unless Lender and I have agreed to use the proceeds for repairs, restoration or otherwise.

The Lender has the authority to settle any claim for insurance benefits and to collect the proceeds. Lender then may use the proceeds to reduce the amount that I owe to Lender under the Note and this Mortgage. However, Lender and I may agree in writing to those delays or changes.

If Lender acquires the Property by purchase at foreclosure sale, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender will belong to Lender. However, Lender's rights in those proceeds will not be greater than the amount that I owe to Lender under the Note and under this Mortgage.

**• Agreements that Apply to Condominiums**

N/A

**5. BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL OBLIGATION IN LEASE, AND AGREEMENTS ABOUT CONDOMINIUMS**

**• Agreements about Maintaining the Property and Keeping Promises in Lease**

I will keep the Property in good repair. I will not destroy or substantially change the Property, and I will not allow the Property to deteriorate. If I do not own but am a tenant on the Property, I will fulfill my obligations under my lease.

• **Agreements that Apply to Condominiums - N/A**

**6. LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY**

If: (A) I do not keep my promises and agreements made in this Mortgage, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, a legal proceeding in bankruptcy, in probate, for condemnation, or to enforce laws and regulations), then Lender may do and pay for whatever is necessary to protect the Property and Lender's rights in the Property. Lender's actions under this Paragraph 6 may include, for example, obtaining insurance on the Property, appearing in court, paying reasonable attorney fees, and entering on the Property to make repairs.

I will pay to Lender any amounts, with interest, which Lender spends under this Paragraph 6. This Mortgage will protect Lender in case I do not keep this promise to pay those amounts, with interest at the same rate stated in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and I may agree in writing to terms of payment that are different from those in this paragraph. Although Lender may take action under this Paragraph 6, Lender does not have to do so.

**7. AGREEMENTS ABOUT FUTURE ADVANCE AND REFINANCING**

I may ask Lender to make one or more loans to me in addition to the loan that I promise to pay under the Note, or to refinance the amount due under the Note. Lender may, before this Mortgage is discharged, make additional loans to me or refinance the amount due under the Note.

**8. LENDER'S RIGHTS IF BORROWER TRANSFERS THE PROPERTY**

If I sell or transfer all or part of the Property or any rights in the Property, Lender will require Immediate Payment in Full.

**9. CONTINUATION OF BORROWER'S OBLIGATIONS**

My obligations under this Mortgage are binding upon me, upon my heirs and my legal representatives in the event of my death, and upon anyone who obtains my rights in the Property.

Lender may allow a person who takes over my rights and obligation to delay or to change the amount of the monthly payments of principal and interest due under the Note or under this mortgage. Even if Lender does this, however, that person and I will both still be fully obligated under the Note and under this Mortgage unless Lender specifically releases me in writing from my obligations.

Lender may allow those delays or changes for a person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a person for not fulfilling obligations under the Note or under this Mortgage, even if Lender is requested to do so.

**10. CONTINUATION OF LENDER'S RIGHTS**

Even if Lender does not exercise or enforce any right of Lender under the Note, this Mortgage or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will still have the right to demand that I make Immediate Payment in Full of the amount that I owe to Lender under the Note and under this Mortgage.

**11. 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 of more of these rights, as well as any of Lender's other rights under the law, one at a time or all at once.

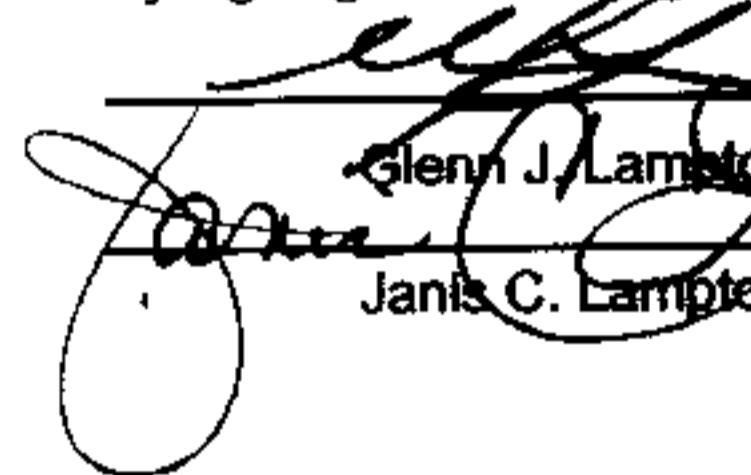
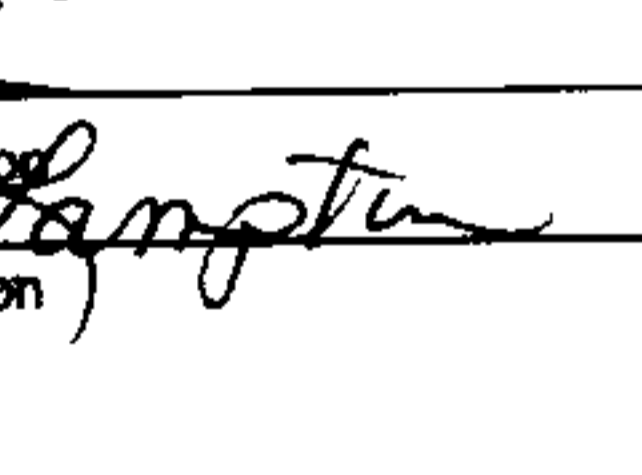
If more than one person signs this Mortgage as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Mortgage. Lender may enforce Lender's rights under this Mortgage against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amount 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 right 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.

**12. LAW THAT GOVERNS THIS MORTGAGE**

The law that applies in the place that the Property is located will govern this Mortgage. The law of the State of Alabama will govern the Note. 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.

  
Glenn J. Lampton  
  
Janis C. Lampton

STATE OF ALABAMA )  
COUNTY OF )

I, THE UNDERSIGNED, A Notary Public in and for said County, in said State, hereby certify that Glenn J. Lampton and Janis C. Lampton, 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, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of May, 2000.

My commission expires Jan. 21, 2003

  
Theresa Allen Jackson  
Notary Public

## NOTE

May

17

2000

Birmingham  
[City]Alabama  
[State]

41 North Fork Circle, Chelsea, Alabama

[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 100,244.68 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Millard F. Carter and/or wife Cora Carter.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 6.0 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 14th day of each month beginning on June 14, 2000. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on that date, which is called the "Maturity Date," I still owe amounts under this Note, I will pay those amounts in full.

I will make my monthly payments at 1204 Beacon Lane, Mobile, Alabama 36684-93

or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 672.76.

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person 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 this Note.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. UNIFORM SECURED NOTE**

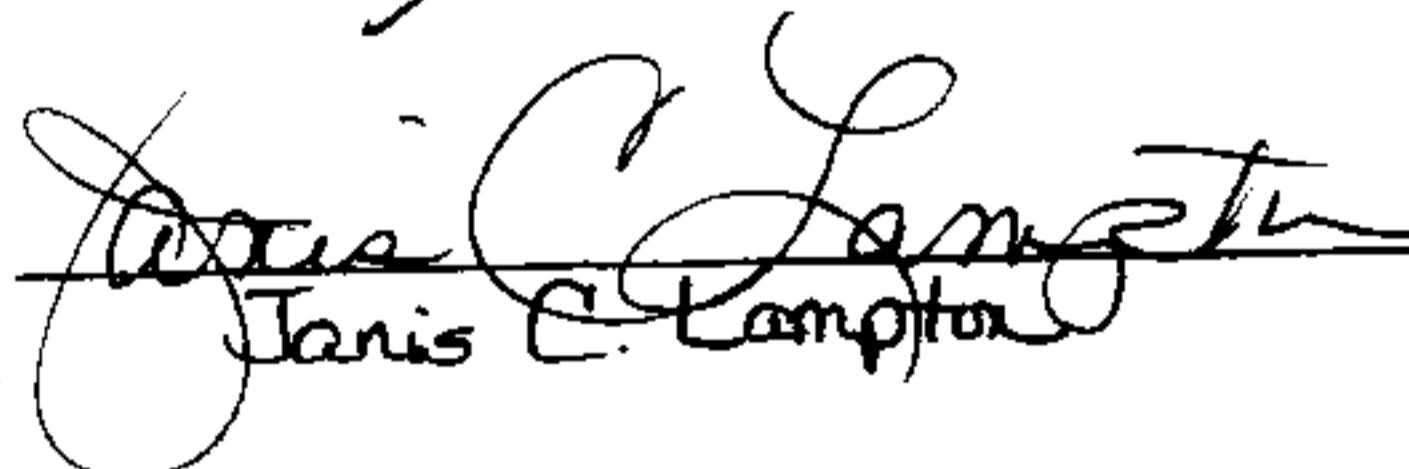
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**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.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 (Seal)  
Glenn J. Lampton - Borrower

 (Seal)  
Janis C. Lampton - Borrower

  
17th May 2000

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Jan. 21, 2003  
I AM NOT A NOTARY PUBLIC UNDERWRITER

Inst # 2000-16282

05/17/2000-16282  
02:00 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 SNA 168.95