

This instrument was prepared by:
LINDA LANDERS/CITIZENS BANK
200 S JACKSON AVE, RUSSELLVILLE AL 35653

Inst # 2000-21320

06/27/2000-21320
08:25 AM CERTIFIED
JULY COUNTY JUDGE OF PROBATE
JLS MS 56.00

State of Alabama

Space Above This Line For Recording Date

MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is APRIL 10, 2000 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: MARY W SHIRLEY
AN INDIVIDUAL
1134 SORRENTO RD
FLORENCE, AL 35630

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

LENDER: CITIZENS BANK & SAVINGS COMPANY
ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ALABAMA
200 S. JACKSON AVE, P. O. BOX 910
RUSSELLVILLE, AL 35653
TAXPAYER I.D. #: [REDACTED]

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:
REFER TO EXHIBIT 'A' WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

The property is located in SHELBY at _____
(County)
841 HIGHWAY 36 CHELSEA Alabama 35043
(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 \$ 25,000.00. 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).)
THAT CERTAIN PROMISSORY NOTE FROM MARY W. SHIRLEY TO CITIZENS BANK & SAVINGS COMPANY DATED 04/10/2000 IN THE AMOUNT OF \$25,000.00 AND DUE 04/01/2015

B. All future advances from Lender to Mortgagee or other future obligations of Mortgagee to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagee in favor of Lender executed after this Security Instrument, whether or not this Security Instrument is specifically referenced, if more than one person signs this Security Instrument, each Mortgagee agrees that this Security Instrument will secure all future advance and future obligations that are given to or incurred by any one or more Mortgagee, or any one or more Mortgagee and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be made or incurred as of the date of this Security Instrument.

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.**

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.

x <i>Mary W. Shirley</i> (Signature) MARY W SHIRLEY	(Date)	(Seal)	(Signature)	(Date)	(Seal)
<i>Sanita Alexander, Conservator</i>					
(Witness as to all signatures)			(Witness as to all signatures)		

ACKNOWLEDGMENT:

STATE OF ALABAMA, COUNTY OF LAUDERDALE, ss.

I, a notary public, hereby certify that MARY W SHIRLEY, AN INDIVIDUAL

(Individual) 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 10TH day of APRIL, 2000.

My commission expires:
(Seal)

MY COMMISSION EXPIRES MAY 18, 2000

Jessica Kumble
(Notary Public)

EXHIBIT "A"

The SE 1/4 of NW 1/4 and the NE 1/4 of SW 1/4 of Section 7, Township 20 South, Range 1 West, being situated in Shelby County, Alabama.
Less and Except that part lying within road and/or road right of way.

LESS AND EXCEPT:

Begin at the NE corner of the SW 1/4 of the NW 1/4 of Section 7, Township 20 South, Range 1 West; thence run SW along the NW line of the SE diagonal 1/2 of the SW 1/4 of the NW 1/4 of Section 7, a distance of 1079.50 feet to the NE right of way line of a paved County Highway; thence turn an angle of 103 deg. 40 min. 15 sec. to the left and run along a curve, whose Delta angle is 13 deg. 16 min. to the right, Radius is 2892.17 feet, Tan. distance of 336.33 feet, length of arc is 669.67 feet, to the point of tangent; thence continue along said right of way line along a tangent a distance of 90.90 feet to the point of curve of a curve; thence continue along said curve, whose Delta angle is 48 deg. 32 min. to the left, Radius is 474.05 feet, Tan. distance 213.71 feet, length of arc is 401.55 feet; thence turn an angle of 84 deg. 06 min. to the left and run a distance of 433.11 feet; thence turn an angle of 91 deg. 46 min. 15 sec. to the left and run a distance of 210.71 feet to the East line of the SW 1/4 of the NW 1/4; thence turn an angle of 90 deg. 00 min. to the right and run North along said 1/4-1/4 section line, a distance of 939.90 feet, to the point of beginning; being situated in Shelby County, Alabama.

LESS AND EXCEPT:

The East 70 feet of the SE 1/4 of NW 1/4 Section 7, Township 20, Range 1 West, which lies north of the right of way line of Shelby County Road #36; being situated in Shelby County, Alabama.

LESS AND EXCEPT:

Commencing at the NE corner of the NE 1/4 of the SW 1/4 of Section 7, Township 20 South, Range 1 West, Shelby County, Alabama; thence South 89 deg. 59 min. 57 sec. West along the North boundary line of said 1/4 1/4 Section for a distance of 183.79 feet for the point of beginning; thence continuing West along said line a distance of 398.68 feet; thence South 70 deg. 42 min. 36 sec. West a distance of 155.76 feet; thence North 59 deg. 02 min. 54 sec. West for a distance of 92.32 feet to the Southeasterly Right of way line of Shelby County Road No. 36; thence South 64 deg. 04 min. 52 sec. West along said road right of way line a distance of 100.00 feet; thence South 57 deg. 05 min. 10 sec. East a distance of 474.93 feet; thence North 90 deg. 00 min. 00 sec. East a distance of 316.12 feet; thence North 0 deg. 00 min. 07 sec. West a distance of 305.75 feet to the point of beginning; being situated in Shelby County, Alabama.

LESS AND EXCEPT:

From the SE corner of the SE 1/4 of the NW 1/4 of Section 7, Township 20 South, Range 1 West, run West along the South line of said 1/4 a distance of 582.47 feet to the point of beginning; thence left 19 deg. 17 min. 21 sec. a distance of 155.72 feet; thence right 50 deg. 13 min. 20 sec. a distance of 92.30 feet; thence right 116 deg. 11 min. 46 sec. to the tangent of a curve to the left having a radius of 1582.68 feet and a delta of 4 deg. 25 min. 14 sec. an arc distance of 122.11 feet; thence left from the tangent of said curve 2 deg. 58 min. 31 sec. a distance of 52.98 feet; thence right 89 deg. 42 min. 41 sec. a distance of 132.03 feet to the point of beginning; being situated in Shelby County, Alabama.

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