

Inst # 2001-09226

03/15/2001-09226
10:46 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 DLH 60.50

MORTGAGE

010197

☐ If checked, this mortgage secures Future Advances.

THIS MORTGAGE is made this 1ST day of MARCH 20 01, between the Grantor, ROGER E. CAIN & MICHELLE J. CAIN, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP
174 LAKEWOOD DR, HARPERSVILLE AL 35078
(herein "Borrower"), and Mortgagee HOUSEHOLD BANK, F.S.B.,
organized and existing under the laws of THE UNITED STATES OF AMERICA whose address is
P.O. BOX 438, WOOD DALE, IL 60191
(herein "Lender").

The following paragraph preceded by a checked box is applicable.

☒ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ 25,000.09,
evidenced by Borrower's Loan Agreement dated MARCH 1, 2001 and any extensions or renewals thereof
(herein "Note"), providing for monthly installments of
principal and interest, including any adjustments to the amount of payments or the contract rate if that rate is variable,
with the balance of the indebtedness, if not sooner paid, due and payable on MARCH 1, 2011;

☐ WHEREAS, Borrower is indebted to Lender in the principal sum of \$ _____, or so much thereof
as may be advanced pursuant to Borrower's Revolving Loan Agreement dated _____ and
extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under
the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a
credit limit stated in the principal sum above and an initial advance of \$ _____;

This Mortgage secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, including
any increases if contract rate is variable, and all renewals, extensions and modifications; (b) the payment of all other
sums, with interest, advanced under paragraph 7 to protect the security of this Mortgage; and (c) the performance of
Borrower's covenants and agreements under this Mortgage and the Note. For this purpose, Borrower does hereby
mortgage, grant and convey to Lender the following described property located in
SHELBY County, Alabama:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE IN THE SOUTHWEST QUARTER OF THE NORTHWEST
QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, DESCRIBED AS
FOLLOWS:

PARCEL 1

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF
SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, AND RUN IN A SOUTHERLY
DIRECTION ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION A DISTANCE OF 387.87 FEET TO
THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEFLECT 95 DEGREES 51 MINUTES
20 SECONDS AND RUN TO THE LEFT IN A NORTHEASTERLY DIRECTION ON A DISTANCE OF 747.25 FEET TO
A POINT IN THE CENTERLINE OF CLEAR PRONG OF YELLOW LEAF CREEK; THENCE TURN AN INTERIOR ANGLE
OF 52 DEGREES 08 MINUTES 40 SECONDS AND RUN TO THE RIGHT ALONG THE CENTERLINE OF SAID CREEK
IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 97.13 FEET TO A POINT; THENCE TURN AN INTERIOR
ANGLE OF 147 DEGREES 25 MINUTES 30 SECONDS AND RUN TO THE RIGHT ALONG THE CENTERLINE OF SAID
CREEK IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 40.00 FEET TO A POINT; THENCE TURN AN
INTERIOR ANGLE OF 169 DEGREES 10 MINUTES 00 SECONDS AND RUN TO THE RIGHT AND ALONG THE
CENTERLINE OF SAID CREEK IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 66.00 FEET TO A POINT;
THENCE TURN AN INTERIOR ANGLE OF 232 DEGREES 30 MINUTES 40 SECONDS AND RUN TO THE LEFT ALONG
THE CENTERLINE OF SAID CREEK IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 55.00 FEET TO A
POINT; THENCE TURN ALONG THE CENTERLINE OF SAID CREEK IN A SOUTHWESTERLY DIRECTION, A
DISTANCE OF 55.00 FEET TO A POINT; THENCE TURN AN INTERIOR ANGLE OF 176 DEGREES 41 MINUTES
50 SECONDS AND RUN TO THE RIGHT ALONG THE CENTERLINE OF SAID CREEK IN A SOUTHWESTERLY
DIRECTION A DISTANCE OF 43.00 FEET TO A POINT; THENCE TURN AN INTERIOR ANGLE OF 109 DEGREES
02 MINUTES 00 SECONDS AND DIRECTION A DISTANCE OF 302.00 FEET TO A POINT; THENCE TURN AN
INTERIOR ANGLE OF 150 DEGREES 29 MINUTES 25 SECONDS AND RUN TO THE RIGHT IN A NORTHWESTERLY
DIRECTION A DISTANCE OF 270.83 FEET TO A POINT ON THE WEST LINE OF SAID QUARTER-QUARTER
SECTION; THENCE TURN AN INTERIOR ANGLE OF 113 DEGREES 99 MINUTES 15 SECONDS AND RUN TO THE
RIGHT IN A NORTHERLY DIRECTION ALONG THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.
ACCORDING TO THE SURVEY OF ROBBIN E. PHILLIPS, A, REG. #14976, DATED JULY 22, 1986.



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, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage 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 for 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 MORTGAGE combines uniform covenants for national use of 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. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note, including any variations resulting from changes in the contract rate, and late charges as provided in 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") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Mortgage; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. 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. 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 the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 16 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then with respect to amounts payable to Lender by Borrower under paragraph 1 hereof in the order set forth in 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 Mortgage, 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 Mortgage 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 by, 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 forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Mortgage. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Mortgage, 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 Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in condominium or planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceedings is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorney's fee, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.



EXHIBIT A (PAGE 1)

PARCEL 2:

A NON-EXCLUSIVE 20 FOOT WIDE ACCESS EASEMENT DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 15 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, AND RUN IN A SOUTHERLY DIRECTION ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION A DISTANCE OF 840.49 FEET TO A POINT; THENCE DEFLECT 95 DEGREES 51 MINUTES 20 SECONDS AND RUN TO THE LEFT IN AN EASTERLY DIRECTION A DISTANCE OF 32.73 FEET TO A POINT OF BEGINNING; THENCE DEFLECT 96 DEGREES 23 MINUTES 22 SECONDS AND RUN TO THE RIGHT IN A SOUTHERLY DIRECTION ALONG THE CENTERLINE OF SAID EASEMENTS A DISTANCE OF 85.08 FEET TO A POINT; THENCE DEFLECT 0 DEGREES 15 MINUTES 07 SECONDS AND RUN TO THE LEFT IN A SOUTHERLY DIRECTION ALONG THE CENTERLINE OF SAID EASEMENT A DISTANCE OF 322.52 FEET TO THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 280 AND THE END OF HEREIN DESCRIBED EASEMENT, SAID POINT LYING 30.14 FEET WESTERLY FROM THE POINT OF INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY 280 AND THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 24; THE SIDES OF THE HEREIN DESCRIBED EASEMENT ARE 10 FEET FROM AND PARALLEL TO THE CENTERLINE AS DESCRIBED HEREIN AND ARE TO BE EXTENDED OR SHORTENED AS NECESSARY TO INTERSECT WITH THE SOUTH PROPERTY LINE FOR WHICH THIS EASEMENT IS GRANTED AND TO INTERSECT WITH THE RIGHT OF WAY LINE OF U.S. HIGHWAY 20, ACCORDING TO THE SURVEY OF ROBBIN E. PHILLIPS, AL. REG. #14976, DATED JULY 22, 1988.

PARCEL 3:

A NON-EXCLUSIVE 20 FOOT WIDE ACCESS EASEMENT DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, AND RUN IN A SOUTHERLY DIRECTION ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION A DISTANCE OF 387.87 FEET TO A POINT; THENCE DEFLECT 95 DEGREES 52 MINUTES 20 SECONDS AND RUN TO THE LEFT IN A NORTHEASTERLY DIRECTION A DISTANCE OF 13.07 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE DEFLECT 95 DEGREES 51 MINUTES 20 SECONDS AND RUN TO THE RIGHT IN A SOUTHERLY DIRECTION A DISTANCE OF 370.00 FEET TO A POINT; THENCE DEFLECT 13 DEGREES 38 MINUTES 12 SECONDS AND RUN TO THE LEFT IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 82.95 FEET TO THE END OF HEREIN DESCRIBED EASEMENT; THE SIDES OF THE HEREIN DESCRIBED EASEMENT ARE 10 FEET FROM AND PARALLEL TO THE CENTERLINE AS DESCRIBED HEREIN. ACCORDING TO THE SURVEY OF ROBBIN E. PHILLIPS, AL REG. #14976, DATED JULY 22, 1988.

PARCEL 4:

A NON-EXCLUSIVE 20 FEET WIDE ACCESS EASEMENT DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, AND RUN IN A SOUTHERLY DIRECTION ALONG THE WEST LINE OF SAID QUARTER-QUARTER SECTION A DISTANCE OF 840.49 FEET TO A POINT; THENCE DEFLECT 95 DEGREES 52 MINUTES 20 SECONDS AND RUN TO THE LEFT IN AN EASTERLY DIRECTION A DISTANCE OF 32.73 FEET TO A POINT ON THE CENTERLINE OF HEREIN DESCRIBED EASEMENT, SAID POINT BEING THE POINT OF BEGINNING; THENCE DEFLECT 83 DEGREES 36 MINUTES 38 SECONDS AND RUN TO THE LEFT IN A NORTHERLY DIRECTION A DISTANCE OF 57.74 FEET TO THE POINT OF BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 58 DEGREES 00 MINUTES AND A RADIUS OF 60.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE IN A NORTHERLY TO NORTHEASTERLY DIRECTION A DISTANCE OF 60.74 FEET TO A POINT; THENCE RUN TANGENT TO SAID CURVE IN A NORTHEASTERLY DIRECTION A DISTANCE OF 201.11 FEET TO THE END OF HEREIN DESCRIBED EASEMENT. THE SIDES OF THE HEREIN DESCRIBED EASEMENT ARE 10 FEET FROM AND PARALLEL TO THE CENTERLINE AS DESCRIBED HEREIN. ACCORDING TO THE SURVEY OF ROBBIN E. PHILLIPS, AL. REG. #14976, DATED JULY 22, 1988.

SUBJECT TO EXISTING EASEMENTS, RESTRICTIONS, BUILDING SET-BACK LINES, RIGHTS OF WAY, LIMITATIONS, IF ANY, OF RECORD.



Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower request payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. 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 Mortgage 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 Mortgage 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, or otherwise afforded by any applicable law, shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; 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 Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notices. Any notice to Borrower provided for in this Mortgage 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 Borrower's 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 Mortgage shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with its applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's options, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or service in connection with improvements made to the Property.

16. 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of Property. The notice shall further inform Borrower of the right to reinstat after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable 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 reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 12 hereof. Lender shall publish the notice of sale once a week for three consecutive weeks in some newspaper published in _____ County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of said County. Lender shall deliver to the purchaser Lender's deed conveying the Property so sold. Lender or Lender's 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 reasonable costs and expenses of the sale, including, but not limited to, reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.



18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in the Mortgage or (ii) entry of a judgement enforcing the Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof 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. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collections of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

20. **Release.** Upon payment of all sums secured by this Mortgage, and if this Mortgage secures Revolving Loan Agreement is not obligated to make any future advances under such Revolving Loan Agreement, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay any recordation costs.

21. **Waiver of Homestead, Dower and Curtesy.** Borrower waives all right of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

22. **Arbitration.** Borrower acknowledges and agrees to arbitrate all claims or disputes Borrower may have relating to this Mortgage pursuant to the Arbitration Agreement contained in the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Borrower and recorded with it.

WITNESSES:

★ Ann Hodgins Ann Hodgins
sign & print name

★ Roger E. Cain (SEAL)
Roger E. Cain -Borrower

★ Julie DeShazo Julie DeShazo
sign & print name

★ Michelle J. Cain (SEAL)
Michelle J. Cain -Borrower

STATE OF ALABAMA, Shelby County ss:

On this 7th day of March, 2001, I, Deborah Wilcox
a Notary Public in and for said County and in said state, hereby certify that Roger E. Cain and
Michelle J. Cain, whose name(s) are signed to the
foregoing conveyance, and who are known to me, acknowledged before me that, being informed of contents
of the conveyance, executed the same voluntarily
on the date the same bears date.

Given under my hand and seal of office this the 7th day of March, 192001

My Commission expires: 3-11-02

★ Deborah Wilcox
Notary Public

This Instrument was prepared by (Name) OKSANA YURKOVSKA

(Address) 1301 E. Tower Rd, Schaumburg IL 60173

(Space Below This Line Reserved For Lender and Recorder)

Return To:
Records Processing Services
577 Lamont Road
Elmhurst, IL 60126

Inst # 2001-09226
03/15/2001-09226
10:46 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

