

77000-193

This instrument was prepared by:

L KNIGHT FOR BANK OF ALABAMA  
PO BOX 59587 2340 WOODCREST PLACE  
SUITE 200  
BIRMINGHAM, AL 35209

Inst # 2002-03007

01/16/2002-03007

02:37 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

Space Above This Line For Recording Date

Inst # 2001-41745

09/27/2001-41745

09:19 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

122.00

008 CH

State of Alabama

## MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 09/13/2001..... and the parties, their addresses and tax identification numbers, if required, are as follows:

**MORTGAGOR:**

JAMES P SUMNERS AND WIFE, DONNA T SUMNERS  
6329 CAHABA VALLEY ROAD  
BIRMINGHAM, AL 35242

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

**LENDER:**

BANK OF ALABAMA  
PO BOX 59587  
2340 WOODCREST PLACE SUITE 200  
BIRMINGHAM, AL 35209

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:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

THIS IS A PURCHASE MONEY SECOND MORTGAGE

The property is located in SHELBY..... at 6329 CAHABA VALLEY ROAD.....  
(County)  
....., BIRMINGHAM....., Alabama 35242.....  
(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 \$ 60,000.00..... 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).)  
PROMISSORY NOTE DATED 09/13/2001 I/N/O JAMES P. AND DONNA T. SUMNERS  
AMOUNT: \$60,000.00

RS JLS (page 1 of 4)

- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All other obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any necessary notice of the right of rescission with respect to any additional indebtedness secured under paragraph B of this Section, Lender waives any subsequent security interest in the Mortgagor'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.** Mortgagor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagor 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 Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

**Payments.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

**Prior Security Interests.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

**Claims Against Title.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

**Property Condition, Alterations and Inspection.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

**Authority to Perform.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

**Leaseholds; Condominiums; Time-Shares; Planned Unit Developments.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium, time-share or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development. In addition, except with the written approval of Lender, Mortgagor will not partition or subdivide the Property; abandon or terminate the condominium, time-share or planned unit development project; terminate professional management; or amend any provision of the covenants, bylaws or regulations of the condominium, time-share or planned unit development if the provision benefits Lender.

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

**Insurance.** Mortgagor 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 amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payments nor change the amount of any payment. Any excess will be paid to the

Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt existing immediately before the acquisition.

**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. If the Secured Debt is subject to the Alabama Mini-Code, then reasonable attorneys' fees after default are available only when: the original amount financed exceeds \$300, the attorney is not the Lender's salaried employee, and the amount due does not exceed 15% of the unpaid debt after default. No attorneys' fees after default are available when the Secured Debt is an open-end credit plan and its unpaid balance is \$300 or less. 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 the Secured Debt is paid in full and all underlying agreements have been terminated in writing by Lender.
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 HOME EQUITY LOAN AMENDMENT
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.

(Signature)

JAMES P SUMNERS(Date)

(Seal)

(Signature)

DONNA T SUMNERS(Date)

(Witness as to all signatures)

(Witness as to all signatures)

**ACKNOWLEDGMENT:**

STATE OF ALABAMA....., COUNTY OF JEFFERSON.....} ss.

I, a notary public, hereby certify that JAMES P SUMNERS AND WIFE, DONNA T SUMNERS

(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 13TH..... day of SEPTEMBER, 2001.....

My commission expires: 11-9-02  
(Seal)

(Notary Public)

**HOME EQUITY LOAN AMENDMENT**  
(Open-End Revolving Line of Credit with Variable Rate of Interest)

This instrument was prepared by: L Knight for Bank of Alabama

**MORTGAGEE:**  
Bank of Alabama  
2340 Woodcrest Place  
Birmingham, AL 35209

**MORTGAGOR:**  
James P Sumners Donna T Sumners  
6329 Cahaba Valley Road  
Birmingham, AL 35242

STATE OF Alabama }  
COUNTY OF Jefferson }

**NOTICE: THE MORTGAGE AND THIS AMENDMENT SECURE AN ADJUSTABLE RATE HOME EQUITY LINE OF CREDIT WHICH CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND ALLOWING FOR SUMS TO BE BORROWED, REPAID AND THEN REBORROWED, ALL SUBJECT TO THE TERMS OF THE HOME EQUITY AGREEMENT BETWEEN THE MORTGAGOR AND THE MORTGAGEE, INCREASES IN THE INTEREST RATE MAY RESULT IN HIGHER PAYMENTS OR A LARGER FINAL PAYMENT.**

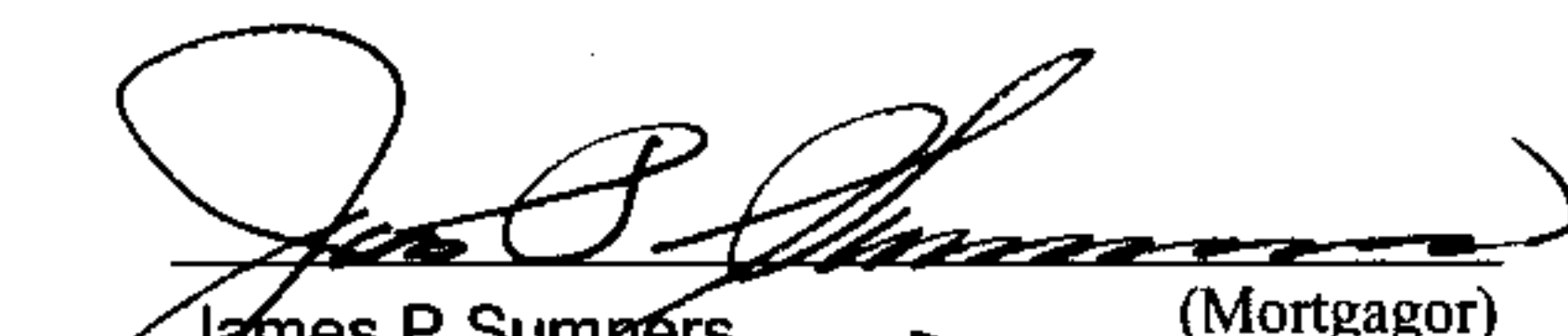
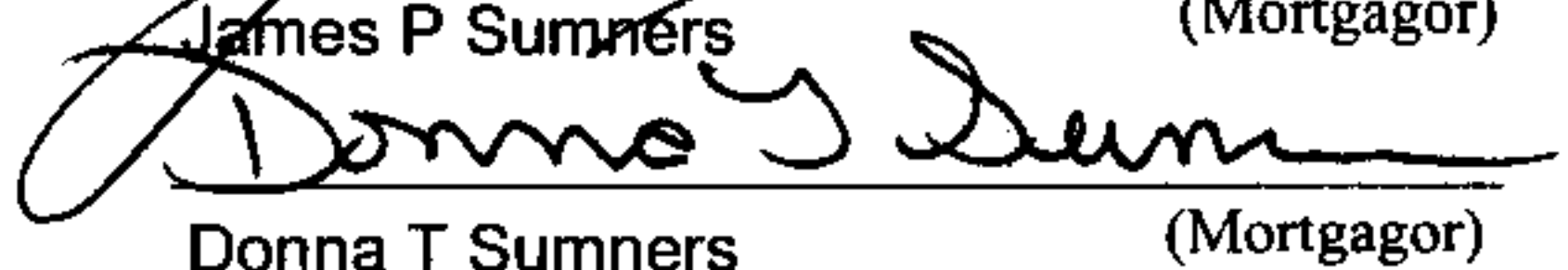
This Home Equity Loan Amendment to Mortgage dated 09/13/2001, amends and supplements the mortgage dated 09/13/2001 between Bank of Alabama ("Mortgagee") and the undersigned Mortgagor. This Amendment covers the property (as such term is defined in the Mortgage).

As used in this Amendment, the Agreement shall mean that certain Equity Agreement made and entered into between the Mortgagor and the Mortgagee on 09/13/2001. Including any amendment or modification to such Agreement and any extensions or renewal of such Agreement or the indebtedness thereunder.

The Mortgagee and the Mortgagor do hereby agree to amend the Mortgage in the following respects:

1. The Agreement between the Mortgagee and the Mortgagor is an open-end credit agreement under which the Mortgagor may borrow, repay and reborrow from the Mortgagee from time to time so long as the aggregate unpaid of such loans outstanding from time to time does not exceed the sum of \$ 60,000.00.
2. The rate of interest payable on loans made under the Agreement is a variable interest rate which may change daily based on changes in the base rate (as defined in the Agreement). The beginning rate of interest is 6.500%.
3. The Agreement is an open-end credit agreement which will continue in effect until terminated by the Mortgagee or the Mortgagor pursuant to the terms of the Agreement, and as a result, there is no fixed maturity date for the loans made under the Agreement; provided, however, that if any amount shall remain unpaid under the Agreement on the date (the "maturity date") which is twenty (20) years after the date of the Agreement, then all such sums, whether principle, interest, or other charges, shall then be due and payable in full on the maturity date.
4. The Mortgage shall continue in full force and effect until all the following events shall occur: (a) there is no outstanding indebtedness or other obligation secured by the Mortgage and (b) there shall be no remaining or enforceable commitment or agreement by the Mortgagee to make advances, incur obligations or otherwise give value under any contract, including, but without limitation, the Agreement. The Mortgagee and the Mortgagor agree that this shall result in the Mortgage continuing in full force and effect until the events described in the first sentence of this paragraph shall have occurred, even though from time to time and for extended periods of time there may be no outstanding indebtedness owed to the Mortgagee under the Agreement and no other outstanding indebtedness hereby secured, it being the intention of the Mortgagee and the Mortgagor that this Mortgage upon the property conveyed to the Mortgagee shall remain in full force and effect and shall secure all indebtedness owing at any time and from time to time under the Agreement whether now owed or hereafter incurred at any time prior to termination of the Mortgage pursuant to the occurrence of the events in the first sentence of the paragraph. Within the time required by law, the Mortgagee agrees to file a properly executed and notarized satisfaction of the Mortgage, or otherwise cause the Mortgage to be satisfied in accordance with other applicable provisions of law, upon receipt of a written request to satisfy the Mortgage signed by the undersigned Mortgagor and by all other persons (if any) who have a right to require the Mortgagee extend value.
5. In the event of any inconsistency between the terms of the Mortgage and of this Amendment, the provision in this Amendment shall control. In that regard, and without limiting the generality of the foregoing, it is expressly understood and agreed between the Mortgagee and Mortgagor that the acceleration of the maturity of amounts owing under the Agreement may be made only upon the express terms of the Agreement, and it is further understood that the Mortgage will be satisfied and terminated only as provided for in paragraph 4 of this Amendment.

IN WITNESS WHEREOF, the Mortgagee and the undersigned Mortgagor have entered into this Amendment as of the date and year specified above.

  
James P Sumners (Mortgagor)  
  
Donna T Sumners (Mortgagor)

BANK OF ALABAMA

BY: J. Jeff Schneider  
ITS: Vice President

STATE OF Alabama }  
COUNTY OF Jefferson }

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that J Jeff Schneider, whose name as Vice President of Bank of Alabama, is signed to the foregoing instrument, and who is known to me, acknowledge before me on this day that, being informed of the contents of such instrument, he/she, in his/her capacity as such Vice President, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this the 13th day of September 2001

NOTARY PUBLIC Gene W. Gray, Jr.  
My Commission Expires: 11/9/02

[NOTARIAL SEAL]

STATE OF Alabama }  
COUNTY OF Jefferson }

I, the undersigned, certify that JAMES P. SUMNERS and DONNA T. SUMNERS name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this the 13th day of September 2001

NOTARY PUBLIC Gene W. Gray, Jr.  
My Commission Expires: 11/09/02

[NOTARIAL SEAL]

**EXHIBIT "A"**

A parcel of land located in the NE 1/4 of the NW 1/4 of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama, described as follows:

Commence at the Southeast corner of the NE 1/4 of the NW 1/4 of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama and run Northerly along the East line of said 1/4 1/4 Section for 414.47 feet (414.32 feet meas.) to the point of beginning of Lot A, thence North 0 deg. 18 min. 32 sec. West for 160.99 feet; thence North 60 deg. 22 min. 34 sec. West for 506.70 feet (506.95 feet meas.) to a point being on the Southeasterly right of way line of Alabama Highway 119, said right of way being in a curve to the left with a radius of 4040.77 feet and an included angle of 3 deg. 17 min. 38 sec.; thence left 80 deg. 13 min. 55 sec. to the tangent of said curve and run Southwesterly along the arc of said curve and said right of way for 232.30 feet; thence South 59 deg. 51 min. 40 sec. East for 631.18 feet; thence North 23 deg. 00 min. 52 sec. East for 96.58 feet to the point of beginning; being situated in Shelby County, Alabama.

TOGETHER WITH ALL RIGHTS UNDER THAT CERTAIN EASEMENT

GRANTED BY KELLEY T. WILSON DATED AUGUST 10, 2001. SEE PAGE 2 FOR DESCRIPTION  
SIGNED FOR IDENTIFICATION ON THIS 13TH DAY OF SEPTEMBER, 2001.



JAMES P. SUMNERS



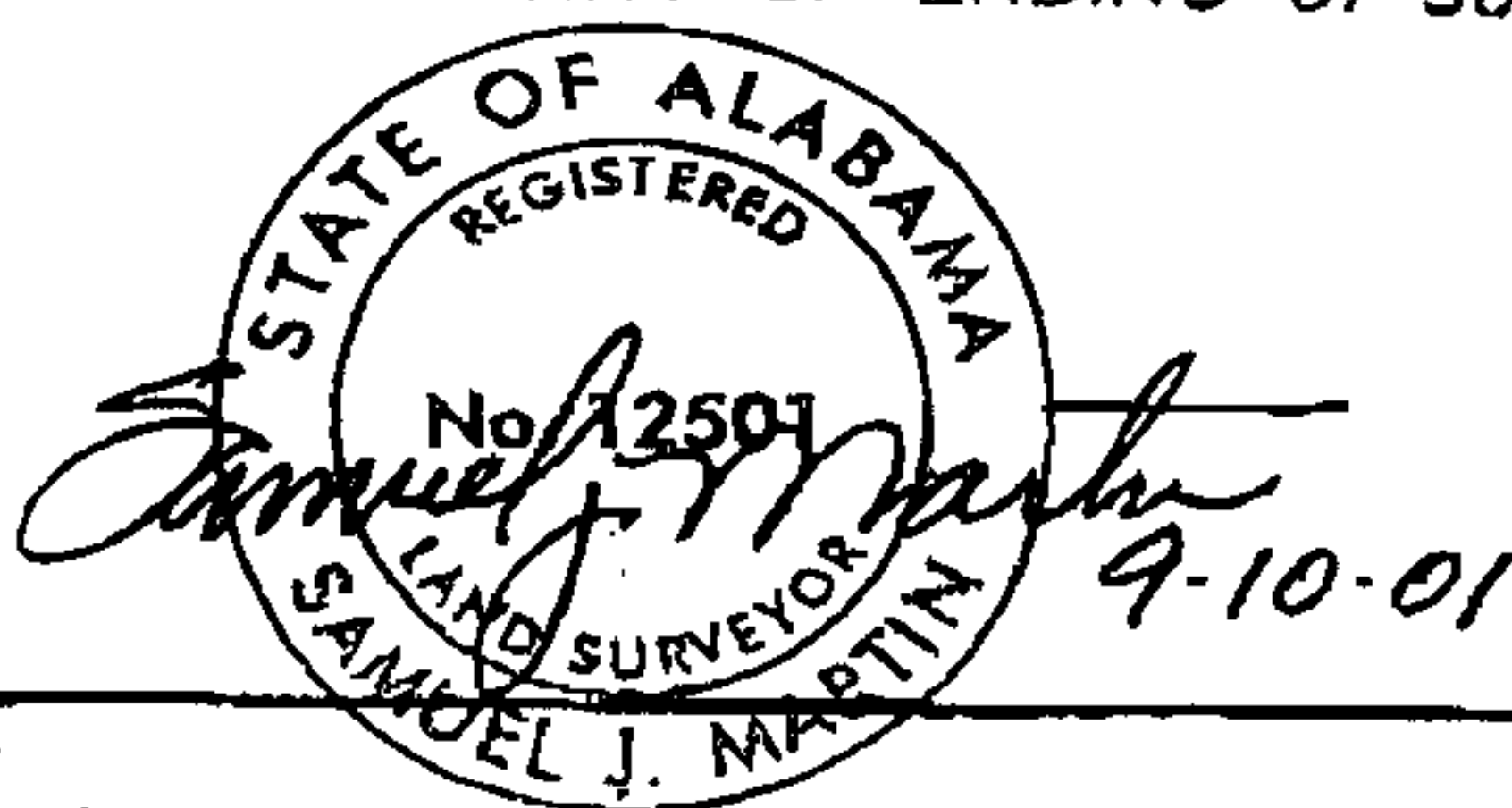
DONNA T. SUMNERS

## SUMNER EASEMENT

## Legal Description

Easement for Ingress & Egress  
Lots 1 & 2 of TRIPLE J RANCH

Commence at the S.E. corner of the NE1/4 of the NW1/4 of Section 7, Township 19 South, Range 1 West, Shelby County, Alabama; thence run North along the East line of said 1/4-1/4 Section a distance of 575.31 feet; thence turn left 60°04'02" and run Northwesterly a distance of 506.95 feet to the Southeasterly right-of-way line line of Alabama Highway #119, said right-of-way line being in a curve to the left having a radius of 4040.77 feet and a central angle of 2°02'23"; thence from the last described course, turn left 80°13'58" to the tangent of said curve and run Southwesterly along said right-of-way line an arc distance of 143.84 feet to the POINT OF BEGINNING of a 20' Easement for Vehicular and Utility Ingress & Egress, said easement lying 10' on each side of the following described centerline; thence from the tangent of said curve, turn left 85°49'50" and run Southeasterly along the centerline of said 20' easement a distance of 76.76 feet; thence turn right 19°51'15" and continue Southeasterly along said centerline a distance of 58.11 feet; thence turn right 13°05'42" and continue Southeasterly along said centerline a distance of 58.86 feet to a point on the common property line of Lots 1 & 2 of the proposed subdivision to be known as TRIPLE J RANCH; thence turn left 04°51'28" and continue Southeasterly along said centerline a distance of 41.90 feet; thence turn left 13°17'54" and continue Southeasterly along said centerline a distance of 44.75 feet to a point of curve to the left, having a radius of 109.32 feet and a central angle of 78°29'50"; thence from the last described course, turn left 06°26'59" to the tangent of said curve and run Easterly and Northeasterly along said centerline an arc distance of 149.77 feet back to the common property line of said Lots 1 & 2, this being the POINT OF ENDING of said Access Easement.



Inst # 2001-41745

09/27/2001-41745  
09:19 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
122.00

DEC

TOTAL P.02