

This instrument was prepared by Peggy Johnston

20020611000275720 Pg 1/5 323.00  
Shelby Cnty Judge of Probate, AL  
06/11/2002 14:05:00 FILED/CERTIFIED

(Name) First Financial Bank

(Address) 1630 4th Avenue North  
Bessemer, AL 35020

**MORTGAGE**

**STATE OF AL**

**Shelby** COUNTY }  
**Luther P Shaw, Jr. and Emily H. Shaw ,his wife**

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to **First Financial Bank**

(hereinafter called "Mortgagee", whether one or more), in the sum of  
**Two Hundred Thousand and 00/100** Dollars (\$ **200,000.00**),  
evidenced by Promissory note of even date herewith and payable in the manner provided in said note.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors, **Luther P Shaw, Jr. and Emily H. Shaw ,his wife**

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in **Shelby** County, State of **AL**, to-wit;

**SEE ATTACHED EXHIBIT " A " FOR COMPLETE LEGAL DESCRIPTION**

The grantors certify that the above described property does not constitute their homestead as defined by Section 6-10-2, Code of Alabama.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

**To Have And To Hold** the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned Luther P Shaw, Jr. and Emily H. Shaw ,his wife

have hereunto set their signature(s) and seal, this 3rd day of June, 2002.

Luther P Shaw, Jr. (SEAL)

Emily H. Shaw (SEAL)

\_\_\_\_ (SEAL)

\_\_\_\_ (SEAL)

THE STATE of Alabama }  
JEFFERSON COUNTY }

I, Peggy Milam Johnston, a Notary Public in and for said County, in said State, hereby certify that Luther P Shaw, Jr. and Emily H. Shaw ,his wife

whose name are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.  
Given under my hand and official seal this 3rd day of June, 2002.

My Commission Expires 1-6-04

Peggy Milam Johnston Notary Public

THE STATE of \_\_\_\_\_ }  
COUNTY \_\_\_\_\_ }

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that

whose name as \_\_\_\_\_ of \_\_\_\_\_ a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.  
Given under my hand and official seal, this the 3rd day of June, 2002.

\_\_\_\_, Notary Public

EXHIBIT " A "

A parcel of land situated in the Northwest Quarter of Section 26, Township 19 South, Range 1 East in Shelby County, Alabama being more particularly described as follows: Commence at the Northwest corner of Section 26, Township 19 South, Range 1 East, thence run South along the West boundary line of said section for a distance of 612.08 feet to the Southerly right of way line of U.S. Highway No. 280; thence turn 108 degrees 13 minutes 56 seconds left and run along said road right of way for a distance of 353.94 feet to the point of beginning; thence continue along last said course for a distance of 210.00 feet along said road right of way; thence turn 108 degrees 13 minutes 56 seconds right and run a distance of 210.00 feet; thence turn 71 degrees 46 minutes 04 seconds right and run a distance of 210.00 feet; thence turn 108 degrees 13 minutes 56 seconds right and run a distance of 210.00 feet to the point of beginning.

Description of property in mortgage from Luther P. Shaw, Jr. and wife, Emily H. Shaw, to First Financial Bank, dated June 3rd, 2002.



## COMMERCIAL ADJUSTABLE RATE RIDER (New York Prime Rate-Caps)

THIS ADJUSTABLE RATE RIDER is made this 3rd day of June, 2002, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to First Financial Bank (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

10015 Highway 280 Harpersville AL 35078

(Property Address)

### THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 5.750 % which is 1.000 percent above New York Prime Rate. The Note provides for changes in the interest rate and the monthly payments, as follows:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

##### (A) Change Dates

The interest rate I will pay may change on the first day of July, 2003, and on that day every 12 months thereafter. Each date on which my interest rate could change is called a "Change Date."

##### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the rate equivalent to the New York Prime Rate to which this rate is tied as last published in the preceding month of the Wall Street Journal, and the change in the rate of interest herein shall be determined and become effective as of the first day of the following month.

##### (C) Calculation of Changes

Before each Change Date, the note Holder will calculate my new interest rate by adding One and 000/1000 percentage points ( 1.000 %) to the Current Index.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

##### (D) LIMITS ON INTEREST RATE CHANGES

My interest rate will never be less than \_\_\_\_\_ %.

##### (E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

##### (F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

#### B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

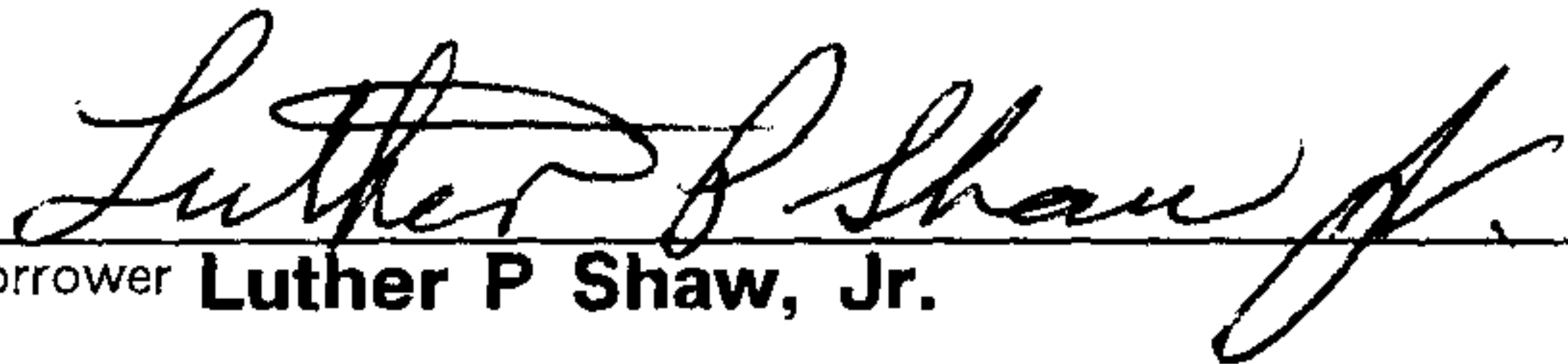
**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

The undersigned borrower(s) acknowledge(s) receipt of a copy of this instrument.

 (Seal)  
Borrower **Luther P Shaw, Jr.**

 (Seal)  
Borrower **Emily H. Shaw**

\_\_\_\_ (Seal)  
Borrower