FJOHN05062005103918A

#= 101062

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Shelby Cnty Judge of Probate, AL
05/09/2005 03.35.49DM ETHER/SEST

4 ,						
MCRTGAGE AND SECURITY AGREEMENT				20050509000221450 1/6 Shelby Cnty Judge of P 05/09/2005 03:35:48PM	\$59.90 Probate Al	
Mortgagor (first r	name, last name):		Mortgagee:		LICED/CEK!	
BONNIE POWELL			Central State Bank			
61 GAITERS DRIVE			P.O. Box 180			
	Mailing Address			Mailing Address		
CALERA	<u>AL</u>	35040	Calera	AL	35040	
City	State	Zip	City	State	Zip	
STATE OF ALABAMA COUNTY OF Shelby						
and Mortgagee.	MEN BY THESE PRESENT		the "Mortgage") is made and	entered into this day by an	d between wortgagor	
Twenty Two Thousa Dollars (\$ 22,590,00	d to Mortgagee in the prin and Five Hundred Ninety a 0 evidenced e, said note maturing on <u>D</u> e	nd 00/100 by ONE		promissory note of	of even date herewith	
modifications or rene in Paragraph 2, (c) a with interest that Mo	ewals thereof, (b) any add any other indebtedness that ortgagee may make to pro	itional and future advant at Mortgagor may now stect the property herein	e indebtedness described aboves with interest thereon that or hereafter owe to Mortgage conveyed as provided in Parexpenses as provided in Parexpenses as provided in Parexpenses.	Mortgagee may make to Nee as provided in Paragraph agraph 5, 6, 7 and 8, and	Nortgagor as provided 3, (d) any advances (e) any advance with	
NOW THER	REFORE, in consideration o	f the Indebtedness,				
BONNIE POWELL, A	MARRIED MAN					
	y grant, bargain, sell and uated in the County of <u>She</u>		e all of Mortgagor's right, time, State of Alabama.	tle, and interest in and to	and the real property	
see attached exhibit	"A"					

Together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; and all water, water rights, watercourses and ditch rights relating to the real property (all being herein referred to as the "Property"). Notwithstanding any provision in this Mortgage or in any other agreement with Mortgagee, Mortgagee shall not have a nonpossessory security interest in, and the Property shall not include, any household goods (as defined in Federal Reserve Board Regulation AA, Subpart B), unless the household goods are identified in a security instrument and are acquired as a result of a purchase money obligation. Such household goods shall only secure said purchase money obligation (including any renewal or refinancing thereof).

TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever.

- If Mortgagor shall pay all Indebtedness promptly when due and shall perform all covenants made by Mortgagor, then this Mortgage shall be void and of no effect. If Mortgagor shall be in default as provided in Paragraph 12, then, in that event, the entire Indebtedness, together with all interest accrued thereon, shall, at the option of Mortgagee, be and become at once due and payable without notice to Mortgagor, and Mortgagee, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:
- Mortgagee shall have all rights and remedies of a secured party under the Uniform Commercial Code to the extent any of the Property constitutes fixtures or other personal property.
- Mortgagee shall have the right, without notice to Mortgagor, to take possession of the Property and collect all rents as provided in Paragraph 9 and apply the net proceeds, over and above Mortgagee's costs, against the Indebtedness. In furtherance of this right, Mortgagee may require any tenant or other user of the Property to make payments of rent or use fees directly to Mortgagee. If the rents are collected by Mortgagee, then Mortgagor irrevocably designates Mortgagee as Mortgagor's attorney-in-fact to endorse instruments received in payment thereof in the name of Mortgagor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Mortgagee in response to Mortgagee's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Mortgagee may exercise its rights under this subparagraph either in person, by agent, or through a receiver.
- Mortgagee shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Mortgagee's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Mortgagee shall not disqualify a person from serving as a receiver.

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- (f) If permitted by applicable la. Mortgagee may obtain a judgment for any de uncy remaining in the indebtedness due to Mortgagee after application of all amounts received from the exercise of the rights provided in this Mortgage.
- (g) If Mortgagor remains in possession of the Property after the Property is sold as provided above or Mortgagee otherwise becomes entitled to possession of the Property upon default of Mortgagor, Mortgagor shall become a tenant at sufferance of Mortgagee or the purchaser of the Property and shall, at Mortgagee's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Mortgagee.

From the proceeds of any sale of the Property, Mortgagee shall first pay all costs of the sale (including but not limited to reasonable attorneys' fees incurred by Mortgagee in connection therewith or in connection with any proceeding whatsoever, whether bankruptcy or otherwise, seeking to enjoin or stay the foreclosure of this Mortgage, or otherwise challenging the right of Mortgagee to foreclose this Mortgage); then amounts due on other liens and mortgages having priority over this Mortgage; then the Indebtedness due to Mortgagee; and then the balance, if any, to Mortgagor or to whomever then appears of record to be the owner of Mortgagor's interest in the Property, including but not limited to, any subordinate lienholder.

IT IS AGREED that this conveyance is made subject to the covenants, stipulations and conditions set forth below which shall be binding upon all parties hereto.

- 1. Mortgagor is lawfully seized in fee simple and possessed of the Property and has a good right to convey the same as aforesaid. The Property is free and clear of all encumbrances, easements, and restrictions not herein specifically mentioned or set forth in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Mortgagee in connection with this Mortgage. Mortgagor will warrant and forever defend the title to the Property against the claims of all persons whomsoever.
- 2. This Mortgage shall also secure all future and additional advances that Mortgagee may make to Mortgagor or Debtor from time to time upon the security herein conveyed. Subject to the Agreement, such advances shall be optional with Mortgagee and shall be on such terms as to amount, maturity and rate of interest as may be mutually agreeable to both Mortgagor or Debtor, as applicable, and Mortgagee. Any such advance may be made to any one of the Mortgagors or Debtor, as applicable, should there be more than one, and if so made, shall be secured by this Mortgage to the same extent as if made to all Mortgagors.
- 3. This Mortgage shall also secure any and all other indebtedness of Mortgagor and/or Debtor due to Mortgagee with interest thereon as specified, or of any of the Mortgagors and/or Debtor should there be more than one, whether direct or contingent, primary or secondary, sole, joint or several, now existing or hereafter arising at any time before cancellation of this Mortgage. Such Indebtedness may be evidenced by note, open account, overdraft, endorsement, guaranty or otherwise.
- 4. Notwithstanding the foregoing, if any disclosure required by 12 C.R.R.§ 226.15, 226.19(b) or 226.23, or 24 C.F.R.§ 2500.6, 3500.7 or 3500.10, or any successor or regulations, has not been timely provided in connection with one or more loans, credit extensions or obligations of Mortgagor, or any other person whose obligations are secured hereby, then the security interest in the Property granted hereby shall not secure the obligation or obligations for which the required disclosure was not given.
- 5. Mortgagor shall keep all buildings, improvements and fixtures on the real property herein conveyed insured against fire, all hazards included within the term "extended coverage," flood in areas designated by the U.S. Department of Housing and Urban Development as being subject to overflow, and such other hazards as Mortgagee may reasonably require in an amount sufficient to avoid application of any coinsurance clause. All policies shall be written by reliable insurance companies acceptable to Mortgagee, shall include a standard mortgagee's clause in favor of Mortgagee providing at least 10 days notice to Mortgagee of cancellation, and shall be delivered to Mortgagee. Mortgagor shall promptly pay when due all premiums charged for such insurance and shall furnish Mortgagee the premium receipts for inspection. Upon Mortgagor's failure to pay the premiums, Mortgagee shall have the right, but not the obligation, to pay such premiums or obtain single interest insurance for the sole benefit of Mortgagee (with such coverages as determined by Mortgagee in its sole discretion), and/or to hold the Mortgagor in default and exercise its rights as a secured creditor and may make use of any other remedy available under this Mortgage or any other agreements with the Mortgagor, including, but not limited to, foreclosure of the Property or any other collateral that secures the Indebtedness. In the event of a loss covered by the insurance in force, Mortgagor shall promptly notify Mortgagee, who may make proof of loss if timely proof is not made by Mortgagor. All loss payments shall be made directly to Mortgagee as loss payee, who may either apply the proceeds to the repair or restoration of the damaged improvements or to the Indebtedness, or release such proceeds in whole or in part to Mortgagor.
- 6. Mortgagor shall pay all taxes and assessments, general or special, levied against the Property or upon the interest of Mortgagee therein, during the term of this Mortgage before such taxes or assessments become delinquent, and shall furnish Mortgagee the tax receipts for inspection. Should Mortgagor fail to pay all taxes and assessments when due, Mortgagee shall have the right, but not the obligation, to make these payments.
- 7. Mortgagor shall keep the Property in good repair and shall not permit or commit waste, impairment or deterioration thereof. Mortgagor shall use the Property for lawful purposes only. Mortgagee may make or arrange to be made entries upon and inspections of the Property after first giving Mortgagor notice prior to any inspection specifying a just cause related to Mortgagee's interest in the Property. Mortgagee shall have the right, but not the obligation, to cause needed repairs to be made to the Property after first affording Mortgagor a reasonable opportunity (not to exceed 30 days) to make the repairs. Any inspection or repair shall be for the benefit of Mortgagee only.

Should the purpose of the primary indebtedness for which this Mortgage is given as security be for construction of improvements on the real property herein conveyed. Mortgagee shall have the right to make or arrange to be made entries upon the Property and inspections of the construction in progress, which shall be for Mortgagee's sole benefit. Should Mortgagee determine that Mortgagor is failing to perform such construction in a timely and satisfactory manner, Mortgagee shall have the right, but not the obligation, to take charge of and proceed with the construction at the expense of Mortgagor after first affording Mortgagor a reasonable opportunity (not to exceed 30 days) to continue the construction in a manner agreeable to Mortgagee.

- 8. Any sums advanced by Mortgagee for insurance, taxes, repairs or construction as provided in Paragraphs 5, 6 and 7 shall be secured by this Mortgage as advances made to protect the Property and shall be payable by Mortgagor to Mortgagee, with interest at the rate specified in the instrument representing the primary indebtedness, within thirty days following written demand for payment sent by Mortgagee to Mortgagor by certified mail. Receipts for insurance premiums, taxes and repair or construction costs for which Mortgagee has made payment shall serve as conclusive evidence thereof.
- 9. As additional security, Mortgagor hereby grants a security interest in and assigns to Mortgagee all of Mortgagee's right, title and interest in and to all leases of the Property and all rents (defined to include all present and future rents, revenues, income, issues, royalties, profits and other benefits) accruing on the Property. Mortgagor shall have the right to collect and retain any rents as long as there is no event of default as provided in Paragraph 12. In the event of default, Mortgagee in person, by an agent or by a judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and collect the rents. All rents so collected shall be applied first to the cost of managing the Property and collecting the rents, including fees for a receiver and an attorney, commissions to rental agents, repairs and other necessary related expenses, and then to payments on the Indebtedness.
- 10. If all or any part of the Property, or an interest therein, is sold or transferred by Mortgagor, excluding (a) the creation of a lien subordinate to this Mortgage for which Mortgagee has given its written consent, (b) a transfer by devise, by descent or by operation of law upon the death of a joint owner or (c) the grant of a leasehold interest of three years or less not containing an option to purchase, Mortgagee may declare all the Indebtedness to be immediately due and payable.
- 11. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Mortgagee may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Mortgagee in connection with the condemnation. If any proceeding in condemnation is filed, Mortgagor shall promptly notify Mortgagee in writing, and Mortgagor shall promptly take such steps as may be necessary to defend the action and obtain the award. Mortgagor may be the nominal party in such proceeding, but Mortgagee shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Mortgagor will deliver or cause to be delivered to Mortgagor such instruments as may be requested by it from time to time to permit such participation.
- 12. It shall constitute an event of default hereunder at the option of Mortgagee if (a) Mortgagor shall fail to comply with any of Mortgagor's covenants or obligations contained herein, (b) Mortgagor or Debtor, as applicable, shall fail to pay any of the Indebtedness, or any installment thereof or interest thereon, as such Indebtedness, installment or interest shall be due by contractual agreement or by acceleration, (c) Debtor or Mortgagor becomes bankrupt or insolvent or is placed in receivership, (d) Debtor or Mortgagor shall, if a corporation, a partnership or other legal entity, be dissolved voluntarily or involuntarily, (e) any warranty, representation or statement made or furnished to Mortgagee by or on behalf of Debtor or Mortgagor under this Mortgage or related documents is false or misleading in any material respect, either now or at the time made or furnished, (f) this Mortgage or any related document(s) ceases to be in full force and effect (including failure of any security instrument to create a valid and perfected security interest or lien) at any time and for any reason, (g) Debtor or Mortgagor breaches the terms of any other agreement with Mortgagee, including without limitation, any agreement concerning any indebtedness or other obligation of Mortgagor or Debtor, as applicable, to Mortgagee, whether existing now or later, and does not remedy the breach within any grace period provided therein, or (h) Mortgagee in good faith deems itself insecure and its prospect of repayment seriously impaired.

- (d) Mortgagee shall have the right to obtain a judicial decree foreclosing Mortgagor's interest on the Property.
- Mortgagee shall be authorized to take possession of the Property, and, with or without taking such possession, after giving notice of the time, place and terms of sale, together with a description of the Property to be sold, by publication once a week for three (3) successive weeks in some newspaper published in the county or counties in which the Property to be sold is located, to sell the Property (or such part or parts thereof as Mortgagee may from time to time elect to sell) in front of the front or main door of the courthouse of the county or division of the county in which the Property to be sold, or a substantial and material part thereof, is located, at public outcry, to the highest bidder for cash. If the Property to be sold under this Mortgage is located in more than one county, publication shall be made in all counties where the Property to be sold is located. If no newspaper is published in any county in which any Property to be sold is located, the notice shall be published in a newspaper published in an adjoining county for three (3) successive weeks. The sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale under this Mortgage. Mortgagee may bid at any sale had under the terms of this Mortgage and may purchase the Property if the highest bidder therefor. Mortgagor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, Mortgagee shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales.
- (f) If permitted by applicable law, Mortgagee may obtain a judgment for any deficiency remaining in the indebtedness due to Mortgagee after application of all amounts received from the exercise of the rights provided in this Mortgage.
- (g) If Mortgagor remains in possession of the Property after the Property is sold as provided above or Mortgagee otherwise becomes entitled to possession of the Property upon default of Mortgagor, Mortgagor shall become a tenant at sufferance of Mortgagee or the purchaser of the Property and shall, at Mortgagee's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Mortgagee.

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- This Mortgage shall also secure all future and additional advances that Mortgagee may make to Mortgagor from time to time upon the security herein conveyed. Such advances shall be optional with Mortgagee and shall be on such terms as to amount, maturity and rate of interest as may be mutually agreeable to both Mortgagor and Mortgagee. Any such advance may be made to any one of the Mortgagors should there be more than one, and if so made, shall be secured by this Mortgage to the same extent as if made to all Mortgagors.
- This Mortgage shall also secure any and all other indebtedness of Mortgagor due to Mortgagee with interest thereon as specified, or of any of the Mortgagors should there be more than one, whether direct or contingent, primary or secondary, sole, joint or several, now existing or hereafter rising at any time before cancellation of this Mortgage. Such Indebtedness may be evidenced by note, open account, overdraft, endorsement, guaranty or otherwise.
- 4. Notwithstanding the foregoing, if any disclosure required by 12 C.F.R. §§ 226.15,226.19(b) or 226.23, or 24 C.F.R. §§ 2500.6, 3500.7, or 3500.10, or any successor or regulations, has not been timely provided in connection with one or more loans, credit extensions or obligations of Mortgagor, or any other person whose obligations are secured hereby, then the security interest in the Property granted hereby shall not secure the obligation or obligations for which the required disclosure was not given.
- 5. Mortgagor shall keep all buildings, improvements and fixtures on the real property herein conveyed insured against fire, all hazards included within the term "extended coverage," flood in areas designated by the U.S. Department of Housing and Urban Development as being subject to overflow, and such other hazards as Mortgagee may reasonably required in an amount sufficient to avoid application of any coinsurance clause. All policies shall be written by reliable insurance companies acceptable to Mortgagee, shall include a standard mortgagee's clause in favor of Mortgagee providing at least 10 days notice to Mortgagee of cancellation, and shall be delivered to Mortgagee. Mortgagor shall promptly pay when due all premiums charged for such insurance and shall furnish Mortgagee the premium receipts for inspection. Upon Mortgagor's failure to pay the premiums, Mortgagee shall have the right, but not the obligation, to pay such premiums or obtain single interest insurance for the sole benefit of Mortgagee (with such coverages as determined by Mortgagee in its sole discretion), and/or to hold the Mortgagor in default and exercise its rights as a secured creditor and may make use of any other remedy available under this Mortgage or any other agreements with the Mortgagor, including, but not limited to, foreclosure of the Property or any other collateral that secures the Indebtedness. In the event of a loss covered by the insurance in force, Mortgagor shall promptly notify Mortgagee, who may make proof of loss if timely proof is not made by Mortgagor. All loss payments shall be made directly to Mortgagee as loss payee, who may either apply the proceeds to the repair or restoration of the damaged improvements or to the Indebtedness, or release such proceeds in whole or in part to Mortgagor.
- 6. Mortgagor shall pay all taxes and assessments, general or special, levied against the Property or upon the interest of Mortgagee therein, during the term of this Mortgage before such taxes or assessments become delinquent, and shall furnish Mortgagee the tax receipts for inspection. Should Mortgagor fail to pay all taxes and assessments when due, Mortgagee shall have the right, but not the obligation, to make these payments.
- 7. Mortgagor shall keep the Property in good repair and shall not permit or commit waste, impairment or deterioration thereof. Mortgagor shall use the Property for lawful purposes only. Mortgagee may make or arrange to be made entries upon and inspections of the Property after first giving Mortgagor notice prior to any inspection specifying a just cause related to Mortgagee's interest in the Property. Mortgagee shall have the right, but not the obligation, to cause needed repairs to be made to the Property after first affording Mortgagor a reasonable opportunity (not to exceed 30 days) to make the repairs. Any inspection or repair shall be for the benefit of Mortgagee only.

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- 8. Any sums advanced by Mortgagee for insurance, taxes, repairs or construction as provided in Paragraphs 5, 6 and 7 shall be secured by this Mortgage as advances made to protect the Property and shall be payable by Mortgager to Mortgagee, with interest at the rate specified in the instrument representing the primary indebtedness, within thirty days following written demand for payment sent by Mortgagee to Mortgagor by certified mail. Receipts for insurance premiums, taxes and repair or construction costs for which Mortgagee has made payment shall serve as conclusive evidence thereof.
- 9. As additional security, Mortgagor hereby grants a security interest in and assigns to Mortgagee all of Mortgagee's right, title and interest in and to all leases of the Property and all rents (defined to include all present and future rents, revenues, income, issues, royalties, profits and other benefits) accruing on the Property. Mortgagor shall have the right to collect and retain any rents as long as Mortgagor is not in default as provided in Paragraph 12. In the event of default, Mortgagee in person, by an agent or by a judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and collect the rents. All rents so collected shall be applied first to the cost of managing the Property and collecting the rents, including fees for a receiver and an attorney, commissions to rental agents, repairs and other necessary related expenses, and then to payments on the Indebtedness.
- 10. If all or any part of the Property, or an interest therein, is sold or transferred by Mortgagor, excluding (a) the creation of a lien subordinate to this Mortgage for which Mortgagee has given its written consent, (b) a transfer by devise, by descent or by operation of law upon the death of a joint owner or (c) the grant of a leasehold interest of three years or less not containing an option to purchase, Mortgagee may declare all the Indebtedness to be immediately due and payable.
- 11. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Mortgagee may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Mortgagee in connection with the condemnation. If any proceeding in condemnation is filed, Mortgagor shall promptly notify Mortgagee in writing, and Mortgagor shall promptly take such steps as may be necessary to defend the action and obtain the award. Mortgagor may be the nominal party in such proceeding, but Mortgagee shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Mortgagor will deliver or cause to be delivered to Mortgagor such instruments as may be requested by it from time to time to permit such participation.

(c)	is regulated presently or in the future by any gover	ectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and nmental authority, agency, department, commission, board, agency or the Property is located or any political subdivision thereof; or
(d)	The presence of which on the Property causes or th	reatens to cause a nuisance upon the Property or to adjacent properties or
(e)	poses or threatens to pose a hazard to the health or The presence of which on adjacent properties could	
(f)		fuel or the constituents thereof, or other petroleum hydrocarbons; or
(g)		biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or
(h) (i)	Which contains, without limitation, radon gas; or Which contains, without limitation, radioactive mat	erials or isotopes.
rights shall become for the primary in attorneys' fees and or vacate any autitle reports (included) Mortgagor also was Alabama 1975, as	may adjudge reasonable as attorneys' fees at trial and by Mortgagee that in the Mortgagee's opinion are nealed a part of the Indebtedness payable on demand and sudebtedness. Expenses covered by this paragraph included legal expenses whether or not there is a lawsuit, including the stay or injunction), appeals and any anticipated ding foreclosure reports), surveyors' reports, and appeals any court costs, in addition to all other sumerally.	any of the terms of this Mortgage, Mortgagee shall be entitled to recover such on any appeal. Whether or not any court action is involved, all reasonable cessary at any time for the protection of its interest or the enforcement of its hall bear interest from the date of expenditure until repaid at the rate provided ude, without limitation, however subject to any limits under applicable law cluding attorneys' fees for bankruptcy proceedings (including efforts to modified post-judgment collection services, the cost of searching records, obtaining praisal fees, and title insurance, to the extent permitted by applicable law is provided by law. If this Mortgage is subject to Section 5-19-10, Code of Mortgage shall not exceed 15% of the unpaid Indebtedness after default and
		, constitutes the entire understanding and agreement of the parties as to the Mortgage shall be effective unless given in writing and signed by the party ts.
21. arbitration, this Ma	This Mortgage has been delivered to Mortgagee and ortgage shall be governed by and construed in accorda	accepted by Mortgagee in the State of Alabama. Subject to the provisions or ince with the laws of the State of Alabama.
22.	Mortgagor hereby releases all rights and benefits of	the homestead exemption laws of the State of Alabama as to the Property
23.	Time is of the essence in the performance of this Mo	rtgage.
offending provisio	ch finding shall not render that provision invalid or un n shall be deemed to be modified to be within the li	ision of this Mortgage to be invalid or unenforceable as to any person of the second control of the second con
IN WITNE	SS WHEREOF, Mortgagor has executed this Mortgag	e on the <u>6th</u> day of <u>May. 2005</u> .
This Instrument pre	epared by:	MORTGAGOR:
Central State Bank		Bonnie Powell
P.O. Box 180		
Calera, AL 35040		

ALMTGSA Rev. (4/23/04)

Sı	ubdivision	Lot	Plat Book	Page	SOUR	CE OF TITLE
QQ	Q	S	T	R		
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FJOHN05062005103918A

20050509000221450 4/6 \$59.90 Shelby Cnty Judge of Probate, AL 05/09/2005 03:35:48PM FILED/CERT

Page 4 of 6

CERTIFICATE

State of Alabama County			
In compliance with Ala. Code§ 40-22-2 presently incurred is \$22,590.00 additional or subsequent advances will be ma appropriate Judge of Probate office no later to record in the above said office and the recording	de under this Morte han each Septembe	which the mortgage gage unless the More was a do	
Mortgagor: BONNIE POWELL		Mortgagee:	
Date, Time and Volume and Page of recording as shown hereon.			
· · · · · · · · · · · · · · · · · · ·	·	By:	
		Title:	
	INDIVIDUAL ACKN	IOWLEDGMENT	
STATE OF ALABAMA COUNTY OF SHELBY			
I, The Undersigned Authority SONNIE POWELL acknowledged before me on this day that, being executed the same voluntarily on the day the same	, whose nar	ne is signed to the f	r said County, in said State, hereby certify that oregoing conveyance and who is known to me, ance, HE
Given under my hand and official seal, t	his <u>6TH</u>	_day of MAY, 2005	i Cannady
		Notary Public	MY COMMISSION EXPIRES APRIL 29, 2007
	· <u>·····</u>	My Commission exp	oires:
	INDIVIDUAL ACKN	IOWLEDGMENT	20050509000221450 5/6 \$59.90 Shelby Cnty Judge of Probate, AL
STATE OF ALABAMA COUNTY OF			05/09/2005 03:35:48PM FILED/CERT
I, The undersigned Authority			or said County, in said State, hereby certify that
acknowledged before me on this day that, being executed the same voluntarily on the day the same	informed of the cor		yance,,
Given under my hand and official seal, this	day of		· · · · · · · · · · · · · · · · · · ·
· · · · · · · · · · · · · · · · · · ·		Notary Public	
: : :		My Commission ex	pires:

PARCEL 1:

Beginning at the Southeast corner of the NW 1/4 of the NE 1/4 of Section 9, Township 22 South, Range 2 West, Shelby County, Alabama and run thence Northerly along the East line of said Quarter-Quarter 188.00 feet to a steel pin corner; thence turn 91 degrees 02 minutes 08 seconds left and run Westerly 359.43 feet to a steel pin corner on the Easterly margin of Shelby County Highway #213; thence turn 97 degrees 03 minutes 42 seconds left and run South-Southeasterly along said margin of said highway 189.41 feet to a steel pin corner on the South line of said Quarter-Quarter Section; thence turn 82 degrees 56 minutes 19 seconds left and run Easterly along said Quarter-Quarter line 332.75 feet to the point of beginning.

According to survey of Joseph E. Conn, Jr., RLS #9049, dated April 29, 1996.

PARCEL 2:

Commence at the Southeast corner of the NW 1/4 of the NE 1/4 of Section 9, Township 22 South, Range 2 West, Shelby County, Alabama and run thence Northerly along the East line of said Quarter-Quarter Section a distance of 678.00 feet to a steel pin and the point of beginning of the property being described; thence continue along last described course a distance of 222.40 feet to a point; thence turn 91 degrees 01 minutes 15 seconds left and run Westerly a distance of 479.23 feet to a point on the Easterly right of way line of Shelby Count Highway #213; thence turn 100 degrees 50 minutes 25 seconds left and run Southeasterly along said right of way line of said Highway #213 a distance of 225.74 feet to a point; thence turn 79 degrees 04 minutes 29 seconds left and run Easterly a distance of 441.23 feet to the point of beginning.

According to survey of Joseph L. Conn, RLS #9049, dated May 4, 1994.

20050509000221450 6/6 \$59.90 Shelby Cnty Judge of Probate, AL 05/09/2005 03:35:48PM FILED/CERT

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