20050811000413810 1/8 \$77.00 Shelby Cnty Judge of Probate, AL 08/11/2005 03:02:29PM FILED/CERT

WHEN RECORDED WAL TO:

DONOHUE, STEVEN E

Record and Return To: Integrated Loan Services 600-A N John Rodes Blvd. Melbourne, FL 32934

2005/93/1403/0 1300 00099146

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORIGAGE

THIS IS A FUTURE ADVANCE MORTGAGE

THIS MORTGAGE dated July 12, 2005, is made and executed between STEVEN E DONOHUE, whose address is 4017 GROVE PARK CIR, BIRMINGHAM, AL 35242 and LISA DONOHUE, whose address is 4017 GROVE PARK CIR, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 109 Hueytown Plaza, Hueytown, AL 35023 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances, all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in SHELBY County, State of Alabama:

. See EXHIBIT A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein. The Real Property or its address is commonly known as 4017 GROVE PARK CIR, BIRMINGHAM, AL 35242.

REVOLVING LINE OF CREDIT. This Mortgage secures the Indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement. Such advances may be made, repaid, and remode from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indeptedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the Intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Communication Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATION DATE AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Granton agrees that Containing possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

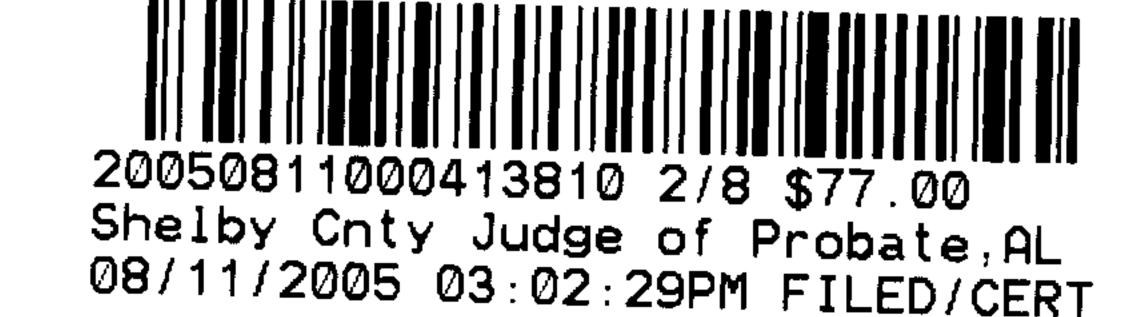
Compliance With Environmental Laws Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under about or from the Property (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (a) any use, generation, manufacture, storage, treatment, dismosch release or threatened release of any Hazardous Substance on, under, about or families from the by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any Find by an inperson relating to such matters; and (3). Except as previously disclosed to and asknowledged by Lender in writing, (a) neither Grantor not any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any inazardous Substance on, under, about or from the Frogerty: and (b) any such activity shall be conducted in compliance with an applicable federal state and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lander and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Granter tereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for alcohup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims losses liabilities, damages, penalties and each rises which Lamon may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or selection, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or ildatest in the Property, whether or not the same was or should have been known to Granton. The provisions of this section of the Mongago male ing the obligation to indemnify, shall survive the payment of the Indefitedry and the infraction and reconveyance of the lieu of this lifertigage and shall not be affected by Lender's acquisition of any interest in the Property whathar by foreclosure or otherwise.

Hustages I least Out to shall not rust conduct or painful and action commit permit or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any target minerals (including oil and gas), coasiclay, socia, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Beal Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Granter to make arrangements satisfactory to Lender to replace such improvements with improvements of at least radial value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to aspect the Real Property for purposes of Bractor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Paquicements. Granter sing promptly our ply with all laws, ordinances, and regulations, now or hereafter in effect, a religious must be supplied to the use transcription of the Property. Granter may contest in good faith any such the ordinance of the law ordinance during say a case organization or including appropriate appeals, so long as Granter has notified lander in adding a law doing at each or long as, in lander's sole printing. Les dor's interests in the Property are not jeopardized. Lender may require Granter to past adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.



MORIGAGE Moringed)

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Granto: shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

TAXES AND LIENS. The following provisions relating to the takes and liens on the Property are part of this Mortgager

Payment. Grantor shall pay when dec (and in old events prison a delicedency) all taxes, payroll taxes, special taxes, as resements, water charges and sewer service charges levied a prinst of on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for the Existing Indebtedness referred to in this Mortgage or those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not joopardized. If a lien arises or is fixed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is fixed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' lees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lencer satisfactory evidence of payment of the laxes or assessments and shall authorize the appropriate governmental official to deliver to Lencer at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Leader at least (lifetin (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lian could be assemble on account of the work, services, or materials. Grantor will up a request of Leader turnish to Lender advance assurances satisfactory to Leader that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions releasing to insuring the Property are a part of this livingage:

Maintenance of Insurance. Grantor shall produce and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates or coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for tailure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lencer will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the maximum amount of your credit line and the full unpaid principal balance of any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promotly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$10,000.00. Lender may make proof of loss in Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired. Lender may, at Lender's election, receive and retain the proceeds of any insulance and apply the proceeds to the reduction of the Indeptedness, payment of any lian affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged of destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceed's side payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the boider of the Existing Indebtedness

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Froderty free of all taxes, liens, security interests, endurabrances, and other claims, (B) to provide any required insurance on the Froperty, (C) to make epairs to the Property or to comply with any obligation to maintain Existing Indebtedness in good standing as required below, then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement, or the maximum rate permitted by law, whichever is less, from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebteoness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Credit Agreement and be apportioned among and be payable with any instalment payments to become due during either (1) the term of any applicable insurance policy: or (2) the remaining term of the Credit Agreement; or (C) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to evenership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indeptedness is paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Mortgage:

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written

WORTGAGE (Continued)

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consent of Lender. Grantor shall reither request har accept any nature advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The fellowing provisions relating to condemnative processings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Stantor that proceeding notify bender in writing, and Grantor shall promptly take such steps as may be necessar to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to be after such instruments and decomentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is bondented by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that are 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 Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND OF ARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a pain of this Mingrigs.

Current Toles. Fless and Charges. Moon request by hander Crantor shall execute such documents in addition to this Mortgage and take without the flest to be for the control of the flest property. Grantor shall reimburse Lender for all taxes, as described below together with all expenses incorrection, perfecting or continuing this Mortgage, including without timeration of taxes, ress, about setamps, and other charges for recording or registering this Mortgage.

Taxes. The following chall consider cases to which this section as this. If) a specific textupon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage: (1) is spicific as on Crantor which Brantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) is to on this type of Mortgage chargeable against the Lender or the holder of the Credit Agreement: and (4) a specific tax on all or any perficus of the Indebtedness or on payments of principal and interest made by counter.

Subsequent Taxes. If any tex to which this section applies is snapred subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default as provided below unless Grenton either (1) yours as tex before it beginned delibered; or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lundier and one sufficient corporate conservational or other security satisfactory to Lender.

SECURITY ACCREMENT: FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security A treatment. This instrumed shall constitute a Sent by A trumbut to the extentiany of the Property constitutes fixtures, and condensed have all of the rights of a secured party under the distance Constitute of a smended from time to time.

Shourity finances, there have been placed by the only the difference of the rest property records, Lender may, at any time and without mathematical features of this matter that features is all expenses incurred to marked by the rest property records, Lender may, at any time and without mathematical features of this Mortgage as a financing statement. Grantor shall reimburse bonder in all expenses incurred to marked by a timuing this security interest. Upon default, Grantor shall not remove, so derive detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the expect neuralitied my applicable law.

Addressed. The mailing address and Gramor (debtor) and Landar ascalar carty) from which information concerning the security interest granted on this about age manufactured as requesting the defendance as stated on the first page of this Mortgage.

Mortgage

FURTINGS #SSURANCES: ATTURNET -A. FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Futher to unables. With the and intermitted to the plant enter 1. when, Grande will make, execute and deliver, or will cause to be made executed or delivered to bender or to Lander's designes, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be a such to se and in such offices are plantes as Lender make deem appropriate, any and all such mortgages, deeds or trust, security deeds, security agreements in anomy statements, continuation statements, instruments of further assurance, dertificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continual, in preserve (in Grander's obligations under the Bodic Agreement), this Mortgage, and the Related Documents, and (2) the liens and security interests created by dis Mortgage on the Brope of the letter now owned or hereafter acquired by Grantor. Unless probable if by law or Lander agrees to dis contrary in making. Crandor's reli reimburse cander for all costs and expenses incurred in connection with the matters referred to in his paragraph.

Attorney-in-Fact. It Granton talks to an any of the things reserved to in the preceding paragraph, Lender may do so for and in the name of Granton and at Granton's expense. The such purposes, enanted hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, each sing, delinence of ing, recording and doing all other things as may be necessary or desirable, in Lender's sole opens of social should be as a such deline in the purpose.

FULL PERFORMANCE. If Gramon page of the Indebtednes, when did formed are the credit the account by notifying Lender as provided in the Credit force of the vide of the office of the off

EVENTS OF POTAULT. Constructly and provided under the Mortgage Lors of the following appears. (A) Granter commits fraud or makes a material misrog essentation at any the a in connection with the Green for the Construction and any the a in connection with the Granter's financial condition. (B) Granter does not meet the repayment terms of the Credit Agreement. (C) Granter's notion or maction adversely affords the construction of the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, underforted dittermine in the line, treation one machine particles and the line of the use of the line, treation one machine particles.

RIGHTS AND FEMEDIES ON DEPART - Unor the occurrence of an Enduct Describe and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the robotant organisand remadiss, or another any other rights or remedies provided by law:

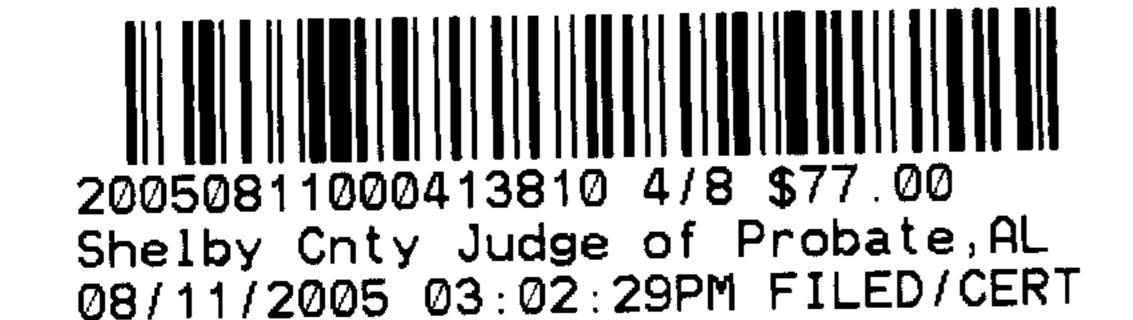
Accelerate indeprendents. Lender shall have the right of its collection of adde to Gramor to declare the entire Indebtedness immediately due and pavable, including any blees, hard penalty which brancer would be required to day.

UCC Remains. Which experiences a mount of the endowner of a by a most of all the rights and remedies of a secured party and the first of the following of the endowners of the conduction of the following of the end of the

Collect lists. I accompany have here it without above to Control, to the possession if the Property and collect the Rents, including amounts of mode and supplied and property of the engage of the engage of the angle of the linder property of the Rents are collected by Cander, when Branch i removably designants is not one understanding the property of the name of Granton and response the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lorder's demand is not of the above the same of the proceeds. Payments by tenants or other users to Lender in response to Lorder's demand is not of the above the same of the proceeds. Payments by tenants or not any proper grounds for the demand existed. Lancer may account the indicator in person by agent, or through a receiver.

Acopolical coliver and he is the average of the model as a considered take possession of all criany part of the Property, with the party to express of all criany part of the Property, with the party to express of all criany part of the Property and to collect the Rents from the Property of the bivide properties, and to collect the Rents from the Property and the bivide property of the bivide property and the party of the party of

Juracia: "crackative control of the control of dicisi decrease of the soles interes of any particitine Property.



Nonjudicial Sale. Lender will be authored to take pair of a fill the angland, with a mile of taking to dispose sackin, after giving notice of the time, place and terms of a fill, together wild of mapping of the Property to be said as for three (3) successive weeks in some neceptage of Elefand in the money of a continued which the Property (or such parties parts shared in the later may from doze to them all the sell) in the And Property to be said as for the body or a substantial and material and mareafficial material and the body of the body established action to the bidy est bidder for cash. If there is Real Property to be and units, the Mongage of the county of and in which are the invalid and the bidy est bidder for cash. If there is Real Property to be sold is located. If at many saparatis processes a first the which are the invalid and the hours of 11:00 a.m. and 4:00 g.m. and to as a segment of the following and page of the following the later the remains of the Mongage and may be specified as a segment of the Property to have the Property marshalled. In exercising Leaders name and remedies, a shall be need to sell all or any part of the Property together or separately, in one sale or by separate sales.

Deficiency Judgment. If permitted hy against of law, and it is not attributed for a subficiency of the figure of debts dress due to Lender after application of all amounts received mornal constitutions agains provided a this section.

Tenancy at Sufferance. If Grantcorrection ussession of the Bropping upon this draw for the Bropping upon this draw for the Broperty and shell, and indeed option, sweet the property immediately upon the demand of the date.

Other Remedies. Landar shall have all other rights and remades provided outrid Morrgago of the Conat Agreement or available at law or in equity.

Sale of the Property. To the extent permit, a by suplicable to a literatur havely waives an arman light a have the Property in one the Property of capacitately, in one sale or by separate sales. Lender shall be entitled to big at any public sale on all or any portion of the Property.

Notice of Sale. Lender will give Cleater be and identified of the line of the line of the provided of the time after which any private sale or other interest in tippedide of the Provided Paperty is to be a relied to the sufficient of the nation of the Paperty in the Paperty in the Paperty in the Paperty.

Election of Remedies. All of Lendens rights and recommend to be accommended to be a common to describe the election by Lender to choose any one remedy will not use upmass from any of Granton's obligations under this Mortality after Granton's will be a common to the decision of the decision of the defect Lender or light to declare Granton in default and to exercise Lender of the results.

Attorneys' Fees; Expenses. If Lender is subject to assume a solution as any of the tents of the Moretague, Lender shall be entitled to recover such sum as the court may accurage reasonable as anothers reas a that and upon any soluted. Whether or not any court action is involved, and to the extent not prombine by law, all reast solute scoenable encer industrial in the order of an order are necessary at any time for the protection of its interest or the enforcement of its includes a part of the decreases provide on demand and shall bear interest at the Credit Agreement rate from the date of the expenditure of a repaid. Expenses covared by this paragraph include, without limitation, however subject to any limits are triapplicated as a contract against a triable of the expenditure of a fees and a trial and a sequence of the expenditure of the against and a sequence of the expenditure of the audit of seasons and a sequence of the expension of the extension of the ex

NOTICES. Any notice required to be given on an all Mostgade, as adding who internation any action and all and any notice of sale shall be given in writing, and shall be effective when supposing delivered were consists about the United State matters during by law), when deposited with a nationally recognized operation to make a found to appoint the United State matters directly as a first cross certified or registered mail postage prepaid, directed to the consists show a natural of high lag of this Most against a contained for additional this fortgage. As in the section of the holder of any lien which has priority about this fortgage, he had asset to a decision of the address of an expectation of this Mortgage. Any person may change his or her address for actions under the Montgage of principles of the notice is no change this person as address. The address of the notice is no change this person as address. The address of the notice given by Lender to any Grantor is deemed to be notice given to all Eremors. It is in the consistility to all to a construction from Lender to any Grantor is deemed to be notice given to all Eremors. It is it is the consistility to all to a construction from Lender.

DEFENSE COSTS. In addition to the costs and expenses I have egreed to pay under "Attorneys" feets " clenses' above, I will pay all costs and expenses incurred by Lender arising out of attracting to any citable at additional takes at the latery designated distributed allegation or counterclaim I may make against hander. Such pasts and expenses that it is indicated imitation, the later is strictly as

ARBITRATION OF DISPUTES AND WAIVER Or JURY (Reat, Except as expressiv provided below, and controversy, claim, dispute or disagreement (any "Claim") arising out of, in connection with or learning (13) brancor's business relationing with Lander, (2) the performance, interpretation, negotiation, execution, collateralization, administration, recognized to the provided for control pursuant to this Mortgage; (4) the pollection of any amounts due under this Mortgage; (5) any alleged tort or other claim arising out of or relating in any way to this Mortgage, collateral under the Discretage, they account absolute pursuant to this Perfage, or any insurance or mechanical repair contract purchased pursuant to the Mortgage, and the Mortgage; (7) any statement or representation made to Grant and the Armach with this Mortgage; (8) any provision of this Mortgage; (7) any statement or representation made to Grant and the Armach and the Mortgage of the language string out of, in connection with or relating to any agreement which relates to this Mortgage and assignment of this hortgage, or any relationship created by or resulting from this Mortgage, will be settled by binding arbitration under the Facetal Arbitration Art (FAAC). This agreement to arbitrate shall include any Claims involving enders officers, directors embloyees, assets, representatives contracted subcontractors, affiliates, successors or assigns, and any such Claims against any of the absolute may be joined or consolidated with any related Claims against Lender in a single arbitration proceeding.

Administration and Rules. The arbitration v. I be administrated by the American Arbitration Assess. on (the "AAA") under to Commercial Arbitration Rules and, where applicable, its Social mentary Productions for the Desolution of Control and Cisputes Indicatively, the "Arbitration Rules") in effect at the time the derived for arbitration is the Lindblur and the Arbitration Rules and this Mortgage, this Mortgage will control, except the Indicate a first formula and the event for the event for the AAA's Consumer Data Product the standards of the Indicate will control. Lender will tell Grantor how to contact the AAA and how to get a copy of the Arctration Rules without cost if Grantor as as Lender in writing to do so. Or, Grantor may contact the AAA directly at 1-800-778-7879 (toll-free) or at www.ladcorg.

Arbitration Fees and Costs. If the AAA s Supplement of Supplement for Consumer-Stand Laborate apply to Greator's Claim or Counterclaim, and if Grantor's Claim or Counterclaim for actual demages does not exceed \$10,000. Crandor will be responsible for paying one-half of the arbitrator's fees up to a maximum of \$125. If Charles's Claim is Counterclaim for a damages exceeds \$0,000 but does not exceed \$75,000, Grantor will be responsible for paying one-half of the arbitrator's fees up to a maximum of \$375. For such Claims or Counterclaims that do not exceed \$75,000, Lender will pay all other arbitrator's rees and costs imposed by the administrator of the arbitration.

If Grantor's claim or counterclaim is a consumer-related plant for actual damages that exceeds \$75,000, or if it is a non-monetary consumer-related claim or counterclaim, or it is not a companies eleted of the crop counterclaim, desired or paying the administrative costs and arbitrator's fees as provided in the AAA's Commercial Fee Schedule. Additionally, in the case of a consumer-related claim or counterclaim for actual damages in excess of \$75,000 or for non-monetary damages, and in the case of any non persumer-related claim or counterclaim, the prevailing party in an arbitration processing may usek to represent the expenses for administrative fees and arbitrator(s)'s fees from the other party in accordance with the Additional Fulse. The final award by the arbitrator(s) pertaining to such a Claim or Counterclaim can apportion the administrative fees and expenses and arbitrators' fees between Grantor and Lender as part of the award, as the arbitrator(s) determines is appropriate.

The fees and costs stated in this Mortgage are subject to an american entries to the Arbitration Sches and fee and cost schedules of the AAA. The fee and cost schedule in effect at the time Grantor submits to class or counterclaim will appear. This Arbitration Rules permit Grantor to request a deferral or reduction of the administrative fees of arbitration in paying them would page Grantor extreme hardship. Each party also has the option of filing an action in small claims court for Claims or disputes within the scope of the small claims court's jurisdiction.

Arbitrator(s). The arbitration of any Claim of any counter that not \$100,010 or greater shull be our ducted by a panel of three arbitrators. The arbitrator of any Claim or any Counter-Claim of a lesser through shall be unducted by the arbitrator. The arbitrator(s) thall be selected

from the AAA's pand of achimeters in audual creement has seen Granus and ander. If Grantor and Lender cannot agree on the arbitrator(s), the AAA shall appoint the achimetor(s)

No Joinday of Claims: No Claims. Oxiget as expensed a provided in this agreement to arbitrate, no Claim may be joined with another dispute or laws sit, or consolidated with the arbitration of another Claim, or resolved on behalf of a class of similarly situated persons. The validity and effect of this provision of this agreement to arbitrate shall be determined by a court of competent jurisdiction and not by the arbitrator(s).

Limitations. Defenses and Privileges. All statutes of limitation, defenses, and attorney client and other privileges that would apply in a court proceeding will apply in the arbitration

Location of Hearing. Any insperson arbitration hearing will be held in Birmingham, Alabama, where Lender's main office is located, or in the state where thin Mortgage was executed if Lender has a bringh of the second state.

Scope. El lebt as otherwise exprass, provided in this agreement is not rate, any dispute regarding whether a particular controversy is subject to arbitration, including any claim of unconscionability and any dispute over the scope or validity of this agreement to arbitrate disputes or of this entire Moragage, will be decided by the arbitratory.

Exchange of information—the araitmatorist shall establish such reasonable procedures as may be necessary for the reasonable exchange of information between the parties prior to such arbitration.

Expedited Procedures. The Expedited Procedures of the Artistace Rives shall apply in any dispute where no claim or counterclaim exceeds \$75.000, exclusive of interest and arbitration fees and costs.

Award. In rendering an award, the arbitrator(s) shall apply applicable contract terms, statutes and legal precedent and shall follow applicable rules of evidence, enforce applicable privileges, and employ applicable burdens of proof. The arbitrator(s) shall award only such relief as a court of competent jurisdiction abdid properly award under applicable law. The arbitration award shall be in writing and shall include a written explanation of the basis for the award under the applicable contract terms, statutes and legal precedents. Any appeal of the arbitration award will be governed by the FAA. Congress on the arbitration award in any court faving jurisdiction.

Self-Help remedies and threat Coom. This agreement is a flag coops not limit the right of Grantor or Lender, whether before, during or after the per double tracegorist on an proceeding. O part to be for a medies such as set off or repossession and sale of collateral, or to foreclose a mortrage within a winter than a stay or arbitration, to be a readily of the party seeking such relief. The taking of any of the actions described in the proceeding securice in 77% for or more than a stay or arbitration by Grantor or Lender shall not be desmited to be a way or if the approaching securice in 77% for or more than a secretal as a pounterclaim or the like in response to any such action. This agreement to arbitrate does not ben't Grantor's or lender a right to file an action in small claims court for Claims or disputes within the spone of the sacility into courts for sacility into another the sacility in the sacility into another the sacility into another the sacility into another than a second to the second to the

Transaction Involving Or strends. Grant. and Lender specifically acknowledge and agree that this Mortgage evidences a "transaction involving commerce" under the EAA, and hereby waive and relinquish any right to claim otherwise. Grantor and Lender hereby acknowledge, agree and strouble that Lender is a morti-state banking organization engages in interstate banking; Lender's deposits are federally insured; the funds used to find loss such as this one are obtained, at leas in part, impough interstate commerce, and Lender regularly uses the services of businesses located in other states in making and administering cases and in conclusting other fransactions.

Severability. Except as provided in the following sentence if any term or provision of this agreement to arbitrate disputes and waiver of jury trial is field to be multiple to ensure the provision. If the provision is the provision of the provi

Survival of Arbitration Agreement. This agreement to arbitrate disputes will survive the payment of the Indebtedness and the termination of this Nortosof

Waiver of Right to Jun 70st. A CHETHER ANY CLASS OF ASSOCIATION TO ABBITRATION OR RESOLVED BY A COURT, GRANTOR AND ADDITIONAL VIOLENTIATION OF ASSOCIATION O

MOTICE: This agreement to arbit at a tispates limits to conices details of Granton's rights. With respect to Claims Granton is agreeing to arbitrate pursuant to this Mortgage, Granton is evalving Granton's light to being a quert action, and Granton is waiving the right to have a jury trial on all controversies, whether satisfied by problem or by a point. Granton to a problem proceeding, biscovery may be more limited in arbitration than in a court proceeding, and the light and grounds to appeal from an arbitrator's award are more limited than in an appeal from a pourt program of their rights Granton has in a court proceeding also may not be available in arbitration.

TERM OF CPECIT / GPTENMINT. Onless or to combated out to go a productions theracl, out Credit Agreement shall terminate and expire 20 years from a domain to the

PROPERTY IS - RACLULAR to add the content of coverant states got a most the Property sead be occupied by Grantor as Grantor's primary residence on so Grantor a secondary residence as those terms are nevertited defined. A "schooling residence" is defined as a residence that serves as Grantor is expected by overance for more changed months beginning any calendar year. A "secondary residence" is defined as a residence that Grantor incoming an addition to his order primary residence and that is not licensed, let, rented or leased for more than rour months during any asset to manage the more asset contents as a server as a size of alred in this Montgage nor the permission reserved to Grantor under this microgage to use of server to manage the models of the following form the froperty prior to foreclosure shall be construed as permission to mence, as server is the performance as defined above.

MISCELLANEOUS PROVISIONO. The clowing miscellaneous and visit to meet of this Margage.

Amendments. When six he can be shall gags and a contribution for a sist Gradient of sacrifus agreement with Lender concerning the matters of the first of the second of the property of the second of the contribution of the cont

Caption Distributed. Cather headings in this Mongage per first, and meanurages only and are not to be used to interpret or define the providers and the contractor.

Governmenter. This Wongage will be a termed by the reduced and accepted to the extent not preempted by federal law, the law of the State of Alabanas. Some in the State of Alabanas.

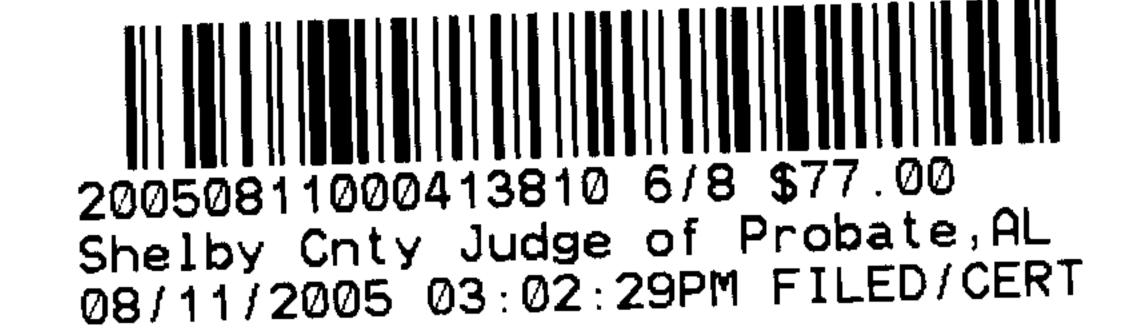
Chaire of January II distributed the literation agrees upon the feet to submit to the jurisdiction of the courts of SHELBY County, State of 11 January.

Joint and Several Liability. All compations of Grantor under this Wortgage small be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor steams below is responsible for all obligations in this Mortgage.

No Waiver by Lender. Grantor understands Lender will not always above. Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender does to exercise any name will be the characteristic provisions of this Mortgage. In writing the given up that call the characteristic mat does not make the appropriate to controlly with the other provisions of this Mortgage. Grantor and controlled the control of the control of

Provision of the state of the valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage even if a provision of this Mortgage invalid or unenforceable.

Merger if an aball by a marger of the interest or estable protest by this of ortgage with any other interest or estate in the Property at any time held in across to be either conduction only say acity on those consent of Landon



A CONTRACTOR OF COMMENTS

Successors and Assigns. Subject to any amounts so each to the part of the part of the part of the Bage such be binding upon and mure to the benefit of the career and eace as a sure essent of the person other than Grantor, Lender, without notice to Grantor, may user than structure a successors with reference to take Mortgage and the indebtedness by way or terbearance or extension without releasing transor from the obligations of this Wortgage or liable quoder the Indobtedness.

A CONTRACTOR OF THE PROPERTY O

Time is of the Essence. Time is of the second and the continue of the second and the second and

Waive Jury. All parties to this Mortgage Indiany waive to any live with in any action, proceeding, or counterclain prought by any party against any other party.

Waiver of Homestead Exemption. Granter hotoby releases and wile and beceffer if the construct exemption laws of the State of Alabama as to all Indebtedness secured by this Mortgage.

DEFINITIONS. The following words shall have the milowing of their section in the his Martina to

Borrower. The word "Borrower" means of the NF 2015 of the addition of HUE and includes all consigners and co-makers signing the Credit Agreement.

Credit Agreement. The words "Credit Agreement meaning a count accommand thated July 15, 2000 with credit limit of \$30,000.00 from Grantor to Lender, togethar with a line avais of excelences of mudicipations of, remaindings of consolidations of, and substitutions for the promissory note or agreement. The maturity bate of this wortgade is July 12, 2026, WORIGE TO GRANTON: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.

Environmental Laws. The words "Error neertal Laws" meson and most in the most and is it statistics, regulations and ordinances relating to the protection of human heads or the environment, the interest of the comprehensive and one ontal Response, Compensation, and Liability Act of 1960, as amended all Soll South 19601, et set ('CEROLA'), in a Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 93-439 ("SARC") ha Hezardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Apt, 42 U.S.C. Section 5901, et seq., or other applicable state or federa laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" near toy of the events of befault set of the first saviorizage in the events of default section of this Mortgage.

Existing Indebtedness. The words is a factor of the monds is a factor of this Mortgage.

Grantor. The word "Grantor" means SIEVENEDONOHUE and JSA DONOHUE

Hazardous Substances. The words "Hall bus Substances" mean mate inla that because of their quantity, concentration or physical, chemical or infectious characteristics, mot estate or to a constant of the state of the state of the or the environment when improperly used, treated, stored, disposed on generally, many sommer, transported or omerwise handled. The words "Hazardous Substances are used in their very broadest sense and hobers some a remain a say and an agus rous or toxic substances, materials or waste as defined by or listed under the Environmental Lawre. The semi-bazaroous Substances' area includes, without limitation, petroleum and petroleum by-products or any fraction the soft and as leading.

Improvements. The word "Improvements" means all existing and Later in proceedings. Lacings - Tuchets, proble homes affixed on the Real Property, facilities, additions, replacements and other construction or the Seal Property.

Indebtedness. The word "Indebtedness" means all prince of and interest passable under the Gredit Agreement and any amounts expended or advanced by Lender to discharge obligations of Granton in expenses into ted by Lender to anticide obligations of Grantor under this Agreement, together with interest on the automorphism of the Agreement, together with interest on future, direct or contingent liabilities or indeptedness or are, passon who have the land. At asment to the Lender of any nature whatsoever, whether classified as secured or unsecured, except that the word indeadeds' scan not include any dead aubject to the disclosure requirements of the Federal Truth-In-Landing Act for the sum a such that is the sum of the Federal Truth-In-Landing Act for the sum a such that is the sum of the sum of the Federal Truth-In-Landing Act for the sum of the s respect to such debt shall not have been made.

Lender. The word "Lender" means Adalica. Cank, North Basis and Capital Tres words in the State of Suring March & y person or company that acquires any interest in the Oreal Agreements

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lander.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affired to the Real Property; together with all accessions parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all propeeds including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Procerty.

Property. The word "Property" means could be in the as the control of the following sometimes and the sonal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" a can all promissory notes, creak agreements, but agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now conservative adverg, continue in accommodity the conservations

Rents. The word "Rents" means an presonal and habite come about a first of issues a challeng with its, and other beneats derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

THIS MORTGAGE IS GIVEN UNDER SEAL AND FAS INTENDED THAT THIS MORTANGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING 10 A A LA

GRANTQR:

This Mortgage prepared by:

Name: CINDY Line

Adiress: P.O. d. 37. 8407.21

City, State, ZiF. 1.467 (4.21) 11.16. 3. 35.283

MDIVIDIA. ACKNOWLEDGMENT

STATE OF Alabama	
county of Jefferson	
husband and wife, whose names are signed to the being informed of the contents of said Mortgage,	nd for said county in seed state mereby certify that STEVEN E DONOHUE and LISA DONOHUE, ne foregoing instrument, and who are known to me, acknowledged before me on this day that, they executed the seal ovoluterily on the day the same bears date.
Given under my hand and a fillal seal this	July 2005. Notary Public
My commission expires	Notary Public Notary Public

NOTE DUGE

Amsouth Bank

By: Jeney: Stand Subject to the Control of the Contr

20050811000413810 7/8 \$77.00 Shelby Cnty Judge of Probate, AL 08/11/2005 03:02:29PM FILED/CERT

SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT:

LOT 1183, ACCORDING TO THE MAP OF HIGHLAND LAKES, 11TH SECTOR, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 27, PAGE 84 A, B, B & D, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

TOGETHER WITH NONEXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS, COMMON AREA ALL AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, AS RECORDED IN INSTRUMENT # 1994-0711 AND AMENDED IN INSTRUMENT # 1996-17643 AND AMENDED IN INSTRUMENT # 1999-31096 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, 11TH SECTOR, RECORDED AS INSTRUMENT # 2000-41318 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREIN COLLECTIVELY REFERRED TO AS, "DECLARATION").

KNOWN: 4017 GROVE PARK CIR

20050811000413810 8/8 \$77.00 Shelby Cnty Judge of Probate, AL 08/11/2005 03:02:29PM FILED/CERT