



20060621000297220 1/7 \$770.75
Shelby Cnty Judge of Probate, AL
06/21/2006 10:22:15AM FILED/CERT

MORTGAGE

OPEN END CREDIT • FUTURE ADVANCES ARE SECURED BY THIS MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 13, 2006
The mortgagor is RUBY WEBSTER, AN UNMARRIED WOMAN

whose address is 5929 S SHADES CREST RD BESSEMER AL 35023

("Borrower"). This Security Instrument is given to
COLONIAL BANK, N.A. , which is organized and existing under
the laws of the United States of America , and whose address is
1596 MONTGOMERY HIGHWAY, HOOVER, AL 35216

("Lender"). Borrower has entered into a HELOC ("Contract") with
Lender as of the 13th day of June 2006 , under the terms of which Borrower may, from time to time, obtain
advances not to exceed, at any time, a ***MAXIMUM PRINCIPAL AMOUNT (EXCLUDING PROTECTIVE ADVANCES)*** of
Four Hundred Ninety Four Thousand Four Hundred Fifty And 00/100
Dollars (U.S. \$ 494,450.00) ("Credit Limit"). Any party interested in the details related to Lender's continuing
obligation to make advances to Borrower is advised to consult directly with Lender. This Security Instrument secures to Lender: (a) the
repayment of the debt under the Contract, with interest, including future advances, and all renewals, extensions and modifications of
the Contract; (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security
Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Contract. For this
purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in
JEFFERSON County, Alabama:

SEE ATTACHED "EXHIBIT A"

which has the address of 5929 S SHADES CREST RD

BESSEMER

[Street]

[City]

Alabama

35023

("Property Address");

[Zip Code]

By initialing, I acknowledge this is page 1 of 6
of the Mortgage.

R.W.

Initials

Initials

Initials

Initials

Added



20060621000297220 2/7 \$770.75
Shelby Cnty Judge of Probate, AL
06/21/2006 10:22:15AM FILED/CERT

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Other Charges. Borrower shall promptly pay when due the principal of and interest on the debt owed under the Contract and any late charges or any other fees and charges due under the Contract.

2. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. At the request of Lender, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

3. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 5.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within the number of days prescribed by applicable law as set forth in a notice from Lender to Borrower that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The period of time for Borrower to answer as set forth in the notice will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments due under the Contract or change the amount of the payments. If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

4. Preservation, Maintenance and Protection of the Property. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially

By initialing, I acknowledge this is page 2 of 6 of the Mortgage. *R.A.*
Initials Initials Initials Initials



20060621000297220 4/7 \$770.75
 Shelby Cnty Judge of Probate, AL
 06/21/2006 10:22:15AM FILED/CERT

10. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Contract or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Contract.

11. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

12. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Contract conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Contract which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Contract are declared to be severable.

13. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

14. 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.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than the minimum number of days established by applicable law from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this 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.

15. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Contract as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 14.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

By initialing, I acknowledge this is page 4 of 6 of the Mortgage.

[Handwritten Initials]

 Initials Initials Initials Initials

As in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

17. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument or the Contract under which acceleration is permitted (but not prior to acceleration under paragraph 14 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than the minimum number of days established by applicable law from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument, without further demand, and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in paragraph 11. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in JEFFERSON County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

18. Release. Upon payment of all sums secured by this Security Instrument and termination of Borrower's right to obtain further advances under the Contract, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

19. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

20. Additional Provision(s).

By initialing, I acknowledge this is page 5 of 6 of the Mortgage. R.W. Initials Initials Initials Initials



20060621000297220 6/7 \$770.75
Shelby Cnty Judge of Probate, AL
06/21/2006 10:22:15AM FILED/CERT

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

Witnesses:

_____ Ruby Webster _____
 RUBY WEBSTER -Borrower

_____ -Borrower

_____ -Borrower

_____ -Borrower

STATE OF Alabama)
) ss
COUNTY OF Shelby)

I, the undersigned

, a notary public
, hereby certify that Ruby Webster

, whose name(s) is signed to the foregoing Security Instrument and who is known to me, acknowledge before me on this day that, being informed of the contents of the Security Instrument, she executed the same voluntarily on the day the same bears date.
Given under my hand this 13th day of June, 2006.

My Commission Expires: 9-15-06

[Signature]
Notary Public

(Official Seal)

This Instrument Prepared By:
JUDY JACKSON

After Recording Return To:

20060621000297220 717 \$770.75
Shelby Cnty Judge of Probate, AL
06/21/2006 10:22:15AM FILED/CERT

EXHIBIT "A"

PARCEL I:

A part of Lots 5, 6, 7 and 8, according to the Decree and map in Case #2994 in the Circuit Court of Shelby County, Alabama, in equity, style of case being Howard et al. v. Harrison, et al., which said decree and map are recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Deed Book 138, pages 555 and 556, all being in Section 1, Township 21, Range 5 West, more particularly described as follows:

Begin at the NW corner of said Lot 8, being also the NW corner of NE 1/4 of NW 1/4 of Section 1, Township 21 South, Range 5 West, and run in an Easterly direction along the North boundary line of said Lot 8 a distance of 330 feet to the point of beginning; thence continue last described course a distance of 990 feet; thence turn an angle of 89°14'15" in a Southerly direction a distance of 1320 feet; thence turn an angle left of 89°14'15" in an Easterly direction a distance of 330 feet; thence turn right an angle of 89°14'15" in a Southerly direction a distance of 330 feet; thence turn right an angle of 90°44'15" in a Westerly direction a distance of 1320 feet; thence turn right an angle of 89°14'15" in a Northerly direction a distance of 1650 feet, more or less, to the point of beginning.

R.W.