20060928000481130 1/14 $158.15
Shelby Cnty Judge of Probate, AL
09/28/2006 09:20:49AM FILED/CERT

This property does not constitute the homestead of the Mortgagor.

MORTGAGE

THIS MORTGAGE, made on this the 25th day of September, 2006 by Randy Trantham, a married man (Mortgagor) whose address is 2237 Lisa Ann Drive, Leeds, Alabama 35094, to Omni National Bank, whose office address is King Tower, Six Concourse Parkway, Suite 2300, Atlanta, GA 30328 (Mortgagee).

RECITALS

Mortgagor is justly indebted to Mortgagee, having executed and delivered to Mortgagee its promissory note (the note) bearing even date herewith, in the original principal sum of **Seventy Two Thousand One Hundred and 00/100 Dollars ($72,100.00)** or so much as has been advanced and remains outstanding, lawful money of the United States of America, and according to the terms and conditions specified in the note executed this same date.

In consideration of the indebtedness and to secure the payment to Mortgagee of the principal with interest and all other sums provided for in the note and in this mortgage, including, but not limited to, any future advances that may be made by Mortgagee to Mortgagor in accordance with Paragraph 24 hereof, up to the maximum amount stated therein, and for performance of the agreements, conditions, covenants, provisions, and stipulations contained herein and therein, and in certain other agreements and instruments made and given by Mortgagor to Mortgagee in connection therewith, Mortgagor has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, and convey, unto Mortgagee that tract or parcel of land in SHELBY County, Alabama, more particularly described and set forth in **Exhibit "A"** attached and made part hereof (the land);

TOGETHER with all the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, other rights, liberties, and privileges thereof or in any way now or hereafter appertaining, including any other claim at law or in equity as well as any after acquired title, franchise, or license and the reversions and remainders thereof; and

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration, and repairs of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the mortgaged premises immediately upon the delivery thereof to such mortgaged premises, and all fixtures and articles of personal property now or hereafter owned by Mortgagor and attached to or contained in and used in connection with said premises, including but not limited to all apparatus, machinery, motors, elevators, fittings, radiators, gas ranges, ice boxes, mechanical refrigerators, awnings, shades, screens, venetian blinds, office equipment and other furnishings; all plumbing, heating, lighting, cooking, laundry,

Initials: RT

20060928000481130 2/14 $158.15
Shelby Cnty Judge of Probate,AL
09/28/2006 09:20:49AM FILED/CERT

ventilating, refrigerating, incinerating, air-conditioning, hot water heating and sprinkler equipment and fixtures and appurtenances thereto and all built-in equipment and built-in furniture; and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said land or building or buildings in any manner; it being mutually agreed that all the aforesaid property owned by said Mortgagor and placed by it on said premises shall, so far as permitted by law, be deemed to be affixed to the realty and covered by this mortgage. Such tract or parcel of land and buildings, improvements, fixtures, machinery, equipment, tenements, personal property, and property interests being hereinafter collectively called the "mortgaged property."

TO HAVE AND TO HOLD the above-granted and described mortgaged property to Mortgagee, its successors and assigns, forever.

And Mortgagor hereby represents, warrants, and covenants with Mortgagee that Mortgagor is indefeasibly seized of the mortgaged property in fee simple; that Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for Mortgagee at all times peaceably and quietly to enter on, hold, occupy, and enjoy the mortgaged property and every part thereof; that the mortgaged property is free from all liens and encumbrances, except as set forth on the Title Commitment, that all property, fixtures, and equipment described herein will be fully paid for and free from all liens, encumbrances, title retaining contracts, and security interests when delivered and/or installed on the mortgaged Property; that such property, fixtures, and equipment shall be deemed to be realty and a part of the freehold; that Mortgagor will make such further assurances to prove the fee simple title to all and singular the mortgaged property in Mortgagee and to prove the lien and priority of this mortgage, as may be reasonably required, and that Mortgagor does hereby and will forever fully warrant and defend the lien and priority of this mortgage and the title to the mortgaged property and every part thereof against the lawful claims and demands of all persons whomsoever.

PROVIDED ALWAYS, and these presents are on the express condition that, if Mortgagor or the successors or assigns of Mortgagor shall pay unto Mortgagee, its successors or assigns, the sums of money secured hereby, and any renewals or extensions thereof in whatever form, and the interest thereon as it shall become due, according to the true intent and meaning thereof, together with all advances hereunder, costs, charges, and expenses, including reasonable attorneys' fees, which Mortgagee may incur or be put to in collecting the same by foreclosure or otherwise; and shall duly, promptly and fully perform, discharge, execute, effect, complete, comply with, and abide by each and every one of the stipulations, agreements, conditions, and covenants of the note, this mortgage, and other documents or instruments given by Mortgagor to Mortgagee in connection herewith,

THEN this mortgage and the estate hereby created shall cease and be NULL AND VOID and this instrument shall be released by Mortgagee, at the cost and expense of Mortgagor.

Initials

20060928000481130 3/14 $158.15
Shelby Cnty Judge of Probate,AL
09/28/2006 09:20:49AM FILED/CERT

MORTGAGOR COVENANTS AND AGREES to and with Mortgagee that, until the indebtedness secured hereby is fully repaid:

1. Payment and Performance: Mortgagor shall pay Mortgagee, in accordance with the terms of the note and this mortgage, the principal, interest, and other sums therein set forth; and Mortgagor shall perform and comply with all the agreements, conditions, covenants, provisions, and stipulations of the note and this mortgage, the terms of which are incorporated herein by reference.

2. Interest Rate: Notwithstanding any provision contained in this mortgage or in the note secured hereby, the total liability for payment of interest, or in the nature of interest, shall not exceed the limits now imposed by the applicable usury law, including the applicable choice of law rules. In the event of the acceleration of the note hereby secured, the total charges for interest and in the nature of interest shall not exceed the maximum amount allowed by law; any excess portion of such charges that may have been prepaid shall be refunded to the maker thereof. Such refund may be made by application of the amount involved against the sums then due hereunder, but such crediting shall not cure or waive the default occasioning acceleration. Nothing herein contained nor in any transaction related hereto shall be construed or shall so operate either presently or prospectively to require Mortgagor to make any payment or do any act contrary to law, but, if any clause and provision herein contained shall otherwise so operate to invalidate this mortgage, in whole or in part, then such clauses and provisions only shall be held for naught as though not herein contained and the remainder of this Mortgage shall remain operative and in full force and effect.

3. Maintenance of Mortgaged Property: Mortgagor shall abstain from and shall not permit the commission of waste, impairment, or deterioration in or about the mortgaged property; Mortgagor shall not remove, demolish, or alter the structural character of any building erected at any time on the mortgaged property, without the prior written consent of Mortgagee; Mortgagor shall not permit the mortgaged property to become vacant, deserted, or unguarded; and Mortgagor shall maintain the mortgaged property in good condition and repair, reasonable wear and tear excepted.

4. Insurance: Mortgagor shall keep the mortgaged property continuously insured against loss or damage by fire, with extended coverage, and against other hazards as Mortgagee may reasonably require, with public liability insurance and property damage insurance, with an insurance company or companies satisfactory to Mortgagee, and in such total amounts as Mortgagee may require from time to time. All policies, including policies for any amounts carried in excess of the required minimum and policies not specifically required by Mortgagee, shall be in form satisfactory to Mortgagee; shall be maintained in full force and effect; shall be assigned and delivered to Mortgagee at or prior to closing, with premiums prepaid, as collateral security for payment of the indebtedness secured hereby; shall be endorsed with a standard mortgagee clause in favor of Mortgagee as first Mortgagee, not subject to contribution; and shall provide for at least 30 days' notice of cancellation to Mortgagee. If the insurance, or any part thereof, shall expire, be withdrawn, or become void or unsafe by Mortgagor's breach of any condition

Initials:

20060928000481130 4/14 $158.15
Shelby Cnty Judge of Probate,AL
09/28/2006 09:20:49AM FILED/CERT

thereof, or become void or unsafe by reason of the failure or impairment of the capital of any company in which the insurance may then be carried, or, if for any reason whatever the insurance shall be unsatisfactory to Mortgagee, Mortgagor shall place new insurance on the mortgaged property, satisfactory to Mortgagee. All renewal policies, with premiums paid, shall be delivered to Mortgagee at least 30 days before expiration of the old policies. In the event of loss, Mortgagor will give immediate notice thereof to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payment under such insurance, including return of unearned premiums, directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and Mortgagor appoints Mortgagee, irrevocably, as Mortgagor's attorney-in-fact to endorse any draft therefore. At its election, Mortgagee shall have the right to retain and apply the proceeds of any such insurance to reduction of the indebtedness secured hereby, or to restoration or repair of the property damaged. If Mortgagee becomes the owner of the mortgaged property or any part thereof by foreclosure or otherwise, such policies, including all right, title, and interest of the Mortgagor there under, shall become the absolute property of Mortgagee.

5. Taxes and Other Charges: Mortgagor shall pay, when due and payable and before interest or penalties are due thereon, without any deduction, defalcation, or abatement, all taxes, assessments, levies, liabilities, obligations, encumbrances, water and sewer rents, and all other charges or claims of every nature and kind that may be imposed, suffered, placed, assessed, levied, or filed at any time against Mortgagor, against the mortgaged property or any part thereof, or against the interest of Mortgagee therein; or that by any present or future law may have priority over the indebtedness secured hereby either in lien or in distribution out of the proceeds of any judicial sale, without regard to any law heretofore or hereafter to be enacted imposing payment of the whole or of any part on Mortgagee. Insofar as any such tax, assessment, levy, liability, obligation, or encumbrance is of record, the same shall be promptly satisfied and discharged of record, and the original official document (such as, for instance, the tax receipt or the satisfaction paper officially endorsed or certified) shall be placed in the hands of Mortgagee not later than such dates. Provided, however, that if, pursuant to the note or otherwise, Mortgagor shall have deposited with Mortgagee before the due date thereof sums sufficient to pay any such taxes, assessments, levies, water and sewer rents, charges, or claims, and Mortgagor is not otherwise in default, they shall be paid by Mortgagee; and provided further, that if Mortgagor in good faith and by appropriate legal action shall contest the validity of any such item or the amount thereof and shall have established on its books or by deposit of cash with Mortgagee, as Mortgagee may elect, a reserve for the payment thereof in such amount as Mortgagee may require, then Mortgagor shall not be required to pay the item or to introduce the required receipts: (a) while the reserve is maintained; and (b) as long as the contest operates to prevent collection, is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor.

6. Installments for Insurance, Taxes, and Other Charges: Without limiting the effect of Paragraphs 4 and 5 hereof, Mortgagor shall pay to Mortgagee, if required, monthly with the monthly installments of principal and interest, an amount equal to one-

Initials:

20060928000481130 5/14 $158.15
Shelby Cnty Judge of Probate,AL
09/28/2006 09:20:49AM FILED/CERT

twelfth of the annual premiums for the insurance policies referred to hereinabove and the annual real estate taxes; water and sewer rents; any special assessments, charges, or claims; and any other item that at any time may be or become a lien on the mortgaged property prior to the lien of this mortgage; and, on demand from time to time, Mortgagor shall pay to Mortgagee any additional sums necessary to pay the premiums and other items, all as estimated by Mortgagee; the amounts so paid shall be security for the premiums and other items and shall be used in payment thereof if Mortgagor is not otherwise in default hereunder. No amount so paid shall be deemed to be trust funds but may be commingled with general funds of Mortgagee, and no interest shall be payable thereon. If, pursuant to any provision of this mortgage, the whole amount of the unpaid principal debt becomes due and payable, Mortgagee shall have the right, at its election, to apply any amount so held against the entire indebtedness secured hereby. At Mortgagee's option, Mortgagee from time to time may waive, and after any such waiver may reinstate, the provisions of this paragraph requiring the monthly payments.

7. Future Taxes: If hereafter any law or ordinance shall be adopted imposing a tax directly or indirectly on Mortgagee with respect to the mortgaged property, the value of Mortgagor's equity therein, or the indebtedness evidenced by the note and secured by this mortgage (other than state or federal income taxes imposed on Mortgagee), Mortgagee, at its election, shall have the right at any time to give Mortgagor written notice declaring that the principal debt, with interest and other appropriate charges, shall be due on a specified date not less than forty-five (45) days thereafter; provided, however, that such election shall be ineffective if, prior to the specified date, Mortgagor lawfully pays the tax (in addition to all other payments required hereunder) and agrees to pay the tax whenever it becomes due and payable thereafter, which agreement shall then constitute a part of this mortgage.

8. Security Agreement: This mortgage constitutes a security agreement under the Uniform Commercial Code and creates a security interest in the personal property included in the mortgaged property. Mortgagor shall execute, deliver, file, and refile any financing statements or other security agreements Mortgagee may require from time to time to confirm the lien of this mortgage with respect to such property. Without limiting the foregoing, Mortgagor hereby irrevocably appoints Mortgagee attorney-in-fact for Mortgagor to execute, deliver, and file such instruments for and on behalf of Mortgagor.

9. Limitation on Additional Financing: Mortgagor shall not undertake additional financing secured by any lien or security interest on property encumbered in favor of Mortgagee to secure the loan without first obtaining Mortgagee's written consent. Any violation of the foregoing limitation shall, at the option of Mortgagee, be deemed an event of default hereunder.

10. Compliance with Law and Regulations: Mortgagor shall comply with all laws, ordinances, regulations, and orders of all federal, state, municipal, and other governmental authorities relating to the mortgaged property.

Initials: _____

20060928000481130 6/14 $158.15
Shelby Cnty Judge of Probate,AL
09/28/2006 09:20:49AM FILED/CERT

11. Inspection: Mortgagee and any persons authorized by Mortgagee shall have the right at any time, upon reasonable notice to Mortgagor, to enter the mortgaged property at a reasonable hour to inspect and photograph its condition and state of repair.

12. Declaration of No Setoff: Within one week after requested to do so by Mortgagee, Mortgagor shall certify to Mortgagee or to any proposed assignee of this mortgage, in a writing duly acknowledged, the amount of principal, interest, and other charges then owing on the obligation secured by this mortgage and whether there are any setoffs or defenses against it, and, if such setoffs or defenses are asserted, a detailed explanation thereof.

13. Financial Statements: Within forty-five (45) days after the end of each fiscal year of Mortgagor during the term of this mortgage, Mortgagor shall deliver to Mortgagee a statement of gross income and expenses, showing profit and loss and surplus for the preceding fiscal year relating to the operation of the mortgaged property by Mortgagor, and a balance sheet produced at the end of such fiscal year, all in reasonable detail and certified by an independent public accountant acceptable to Mortgagee. Mortgagor agrees to make the books and accounts relating to the mortgaged property available for inspection by Mortgagee, or its representatives, upon request at any reasonable time.

14. Required Notices: Mortgagor shall notify Mortgagee promptly of the occurrence of any of the following:

(a) a fire or other casualty causing damage to the mortgaged property;

(b) receipt of notice of condemnation of the mortgaged property;

(c) receipt of notice from any governmental authority relating to the structure, use, or occupancy of the mortgaged property;

(d) substantial change in the occupancy of the mortgaged property; or

(e) commencement of any litigation affecting the mortgaged property.

15. Condemnation:

(a) In the event of any condemnation or taking of any part of the mortgaged property by eminent domain, alteration of the grade of any street, or other injury to or decrease in the value of the mortgaged property by any public or quasi-public authority or corporation, all proceeds (that is, the award or agreed compensation for the damages sustained) allocable to Mortgagor shall be applicable first to payment of the indebtedness secured hereby. No settlement for the damages sustained shall be made by Mortgagor without Mortgagee's prior written approval, which shall not be withheld unreasonably. Mortgagor shall continue to pay the installments of principal, interest, and other charges until payment of the proceeds

Initials:

20060928000481130 7/14 $158.15
Shelby Cnty Judge of Probate,AL
09/28/2006 09:20:49AM FILED/CERT

shall have been received by Mortgagee in the full amount secured hereunder. All the proceeds shall be applied in the order and in the amounts that Mortgagee, in Mortgagee's sole discretion, may elect, to the payment of principal (whether or not then due and payable); to the payment of interest or any sums secured by this mortgage; or toward payment to Mortgagor, on such reasonable terms as Mortgagee may specify, to be used for the sole purpose of altering, restoring, or rebuilding any part of the mortgaged property that may have been altered, damaged, or destroyed as a result of the taking, alteration of grade, or other injury to the mortgaged property.

(b) If, prior to the receipt of the proceeds by Mortgagee, the mortgaged property is sold on foreclosure of this mortgage, Mortgagee shall have the right to receive the proceeds to the extent of:

(i) any deficiency found to be due to Mortgagee in connection with the foreclosure sale, with legal interest thereon, and

(ii) reasonable counsel fees, costs, and disbursements incurred by Mortgagee in connection with collection of the proceeds and the proceedings to establish the deficiency.

(c) If the amount of the initial award of damages for the condemnation is insufficient to pay in full the indebtedness secured hereby with interest and other appropriate charges, Mortgagee shall have the right to prosecute to final determination or settlement an appeal or other appropriate proceedings in the name of Mortgagee or Mortgagor, for which Mortgagee is hereby appointed irrevocably as attorney-in-fact for Mortgagor, which appointment, being for security, is irrevocable. In that event, the expenses of the proceedings, including reasonable counsel fees, shall be paid first out of the proceeds, and only the excess, if any, paid to the Mortgagee shall be credited against the amounts due under this mortgage.

(d) Nothing herein shall limit the rights otherwise available to Mortgagee, at law or in equity, including the right to intervene as a party to any condemnation proceeding.

16. No Leases: Mortgagor hereby represents that there are no leases or agreements to lease all or any part of the mortgaged property now in effect, except as previously disclosed by Mortgagor to Mortgagee.

17. Conveyance: Without the prior written consent of Mortgagee, Mortgagor will abstain from and will not cause or permit any sale, exchange, transfer, or conveyance of the mortgaged property or any part thereof, voluntarily or by operation of law (other than by execution on the note or foreclosure under this mortgage), or any transfer of shares of stock or control in Mortgagor, whether by sale, exchange, conveyance, merger,

Initials: _____

20060928000481130 8/14 $158.15
Shelby Cnty Judge of Probate,AL
09/28/2006 09:20:49AM FILED/CERT

consolidation, or otherwise. Any violation of the foregoing limitations, at the option of Mortgagee, shall be deemed an event of default hereunder.

18. Right to Remedy Defaults: If Mortgagor fails to pay real estate or other taxes, assessments, water and sewer rents, charges and claims, or sums due under any prior lien or insurance premiums; fails to make necessary repairs; or permits waste, Mortgagee, at its election and without notice to Mortgagor, shall have the right to make any payment or expenditure and to take any action that Mortgagor should have made or taken or which Mortgagee deems advisable to protect the security of this mortgage or the mortgaged property, without prejudice to any of Mortgagee's rights or remedies available hereunder or otherwise, at law or in equity. All such sums and costs advanced by Mortgagee pursuant to this mortgage shall be due immediately from Mortgagor to Mortgagee, shall be secured hereby, and shall bear interest at a rate that shall be the maximum rate allowed by law. Mortgagee shall be subrogated to any rights, equities, and liens so discharged.

19. Events of Default: The following shall constitute events of default hereunder:

(a) Failure of Mortgagor to pay any installment of principal or interest, or any other sum, within 5 days after the date it is due under the note or this mortgage.

(b) Mortgagor's nonperformance of or noncompliance with any other agreements, conditions, covenants, provisions, or stipulations contained in the note or in this mortgage, or in any other document securing such note, and the continuation of such nonperformance or noncompliance for 30 days after notice thereof from Mortgagee to Mortgagor.

(c) Any assignment for the benefit of creditors made by Mortgagor, any shareholder of Mortgagor, or the person executing the guaranty of even date herewith given to Mortgagee in connection with the loan.

(d) Appointment of a receiver, liquidator, or trustee of Mortgagor (which term for the purposes of this subparagraph (d) shall be deemed to include any shareholder of Mortgagor) or of any of the property of Mortgagor; insolvency of Mortgagor or the adjudication of Mortgagor as bankrupt; the filing by Mortgagor of any petition for the bankruptcy, reorganization, or arrangement of Mortgagor pursuant to the Federal Bankruptcy Act or any similar statute; the institution by Mortgagor of any proceeding for the dissolution or liquidation of Mortgagor; or the filing against Mortgagor of any such petition or institution against Mortgagor of such proceedings, unless the same be discharged within 30 days after the filing or institution.

(e) The rendering by any court of last resort of a decision that an undertaking by Mortgagor (as herein provided) to pay any tax, assessment, levy, liability, obligation, or encumbrance is legally inoperative or cannot be enforced, or the

Initials:

20060928000481130 9/14 $158.15
Shelby Cnty Judge of Probate,AL
09/28/2006 09:20:49AM FILED/CERT

passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby for any purpose, or the manner of collection of any such tax, so as to affect this mortgage or the debt secured hereby.

20. Remedies:

(a) Upon the happening of any event of default, this conveyance shall become absolute, and the entire unpaid balance of the principal, the accrued interest, and all other sums secured by this mortgage shall become immediately due and payable, at the option of Mortgagee, without notice or demand.

(b) When the entire indebtedness shall become due and payable because of maturity, the occurrence of any event of default, or otherwise, then forthwith:

(i) Foreclosure: Lender may institute an action to foreclose this mortgage against the mortgaged property or take such other action at law or in equity for the enforcement of this mortgage and realization on the mortgage security or any other security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the principal debt, with interest at the rate stipulated in the note to the date of default, and, thereafter, at a rate that shall be the rate specified in the note at the time of default, together with all other sums due by Borrower in accordance with the provisions of the note and this mortgage, including all sums that may have been lent by Lender to Borrower after the date of this mortgage.

(ii) Notice: All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers' unless Applicable law express requires otherwise. The notice address shall be the property address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of any change in address. Any notice to the Lender shall be given by first class mail to the Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received.

(iii) Acceleration and Power of Sale: Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days 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.

Initials:

20060928000481130 10/14 $158.15
Shelby Cnty Judge of Probate,AL
09/28/2006 09:20:49AM FILED/CERT

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 Section 22, 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 Section (ii). Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper of general circulation published in the county where the property is located, 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.

(c) Mortgagee shall have the right, from time to time, to bring an appropriate action to recover any sums required to be paid by Mortgagor under the terms of this mortgage, as they become due, without regard to whether the principal indebtedness or any other sums secured by the note and this mortgage shall be due, and without prejudice to the right of Mortgagee thereafter to bring an action to foreclose this mortgage, or any other action, for any default by Mortgagor existing at the time the earlier action was commenced.

(d) Any real estate sold pursuant to any action to foreclose this mortgage or pursuant to any other judicial proceedings under this mortgage or the note, may be sold in one parcel, as an entirety, or in such parcels or condominium units, and in such manner or order as Mortgagee, in its sole discretion, may elect.

21. Rights and Remedies Cumulative:

(a) The rights and remedies of Mortgagee as provided in the note and in this mortgage shall be cumulative and concurrent; may be pursued separately, successively, or together against Mortgagor, the mortgaged property, or both, at the sole discretion of Mortgagee; and may be exercised as often as occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

(b) Any failure by Mortgagee to insist on strict performance by Mortgagor of any of the terms and provisions of this mortgage or the note shall not be deemed to be a waiver of any of the terms or provisions thereof, and Mortgagee shall have the right thereafter to insist on strict performance by Mortgagor of any and all of them.

Initials: _____

20060928000481130 11/14 $158.15
Shelby Cnty Judge of Probate,AL
09/28/2006 09:20:49AM FILED/CERT

(c) Neither Mortgagor nor any other person now or hereafter obligated for payment of all or any part of the sums now or hereafter secured by this mortgage shall be relieved of such obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor or of any other person so obligated to take action to foreclose on this mortgage or otherwise enforce any provisions of the mortgage or the note; by reason of the release, regardless of consideration, of all or any part of the security held for the indebtedness secured by this mortgage; or by reason of any agreement or stipulation between any subsequent owner of the mortgaged property and Mortgagee extending the time of payment or modifying the terms of the mortgage or note without first having obtained the consent of Mortgagor or such other person. In the latter event, Mortgagor and all such other persons shall continue to be liable to make payments according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Mortgagee.

(d) Mortgagee may release, regardless of consideration, any part of the security held for the indebtedness secured by this mortgage without, as to the remainder of the security, in any way impairing or affecting the lien of this mortgage or its priority over any subordinate lien.

(e) For payment of the indebtedness secured hereby, Mortgagee may resort to any other security therefore held by Mortgagee in such order and manner as Mortgagee may elect.

22. Mortgagor's Waivers: Mortgagor hereby waives and releases:

(a) all errors, defects, and imperfections in any proceeding instituted by Mortgagee under the note, this mortgage, or both of them;

(b) all benefit that might accrue to Mortgagor by virtue of any present or future law exempting the mortgaged property, or any part of the proceeds arising from any sale thereof from attachment, levy, sale on execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment; and

(c) unless specifically required herein, all notices of Mortgagor's default or of Mortgagee's election to exercise or Mortgagee's actual exercise of any option under the note or this mortgage.

23. Attorneys' Fees: If Mortgagee becomes a party to any suit or proceeding affecting the mortgaged property or title thereto, the lien created by this mortgage or Mortgagee's interest therein, or, if Mortgagee engages counsel to collect any of the indebtedness or to enforce performance of the agreements, conditions, covenants, provisions, or stipulations of this mortgage or the note, Mortgagee's costs, expenses, and reasonable attorneys' fees, whether or not suit is instituted, shall be paid to Mortgagee by Mortgagor on demand with interest at the then effective rate set forth in the note, and,

Initials: RPT

20060928000481130 12/14 $158.15
Shelby Cnty Judge of Probate,AL
09/28/2006 09:20:49AM FILED/CERT

until paid, these amounts of money shall be deemed to be part of the indebtedness evidenced by the note and secured by this mortgage.

24. Future Advances: Pursuant to the Law of the State of Alabama, this mortgage shall secure not only the existing indebtedness evidenced by the note but also such future advances as may be made by Mortgagee to Mortgagor within 20 years from the date hereof to the same extent as if such future advances were made on the date of the execution of this mortgage. The total amount of indebtedness that shall be so secured by this mortgage may decrease or increase from time to time, provided that the total unpaid balance so secured at any one time shall not exceed a principal amount greater than double the original principal amount of the loan plus interest thereon and plus any disbursements made for the payment of taxes, levies, or insurance on the property covered by the lien of this mortgage, together with interest on such disbursements.

25. Communications: All communications required under this mortgage or the note shall be in writing and shall be sent by registered or certified mail, postage prepaid, addressed to the Mortgagor and the Mortgagee at the address set forth in the heading of this mortgage or in the note or to such other address as either party may designate from time to time by notice to the other in the manner set forth herein.

26. Amendment: This mortgage cannot be changed or amended except by agreement in writing signed by the party against whom enforcement of the change is sought.

27. Construction: Whenever used in this mortgage, unless the context clearly indicates a contrary intent:

(a) The word "Mortgagor" shall mean the person who executes this mortgage and any subsequent owner of the mortgaged property and his/her/its respective heirs, executors, administrators, successors, and assigns;

(b) The word "Mortgagee" shall mean the person specifically named herein as "Mortgagee," or any subsequent holder of this mortgage;

(c) The word "person" shall mean individual, corporation, partnership, or unincorporated association;

(d) The use of any gender shall include all genders;

(e) The singular number shall include the plural and the plural the singular, as the context may require;

(f) If the Mortgagor is more than one person, all agreements, conditions, covenants, provisions, stipulations, warrants of attorney, authorizations, waivers, releases, options, undertakings, rights, and benefits made or given by Mortgagor shall be joint and several and shall bind and affect all persons who are defined as

Initials: _____

20060928000481130 13/14 $158.15
Shelby Cnty Judge of Probate,AL
09/28/2006 09:20:49AM FILED/CERT

"Mortgagor" as fully as though all of them were specifically named herein wherever the word "Mortgagor" is used.

28. Captions: The captions preceding the text of the paragraphs or subparagraphs of this mortgage are inserted only for convenience of reference and shall not constitute a part of this mortgage, and they shall not in any way affect its meaning, construction, or effect.

IN WITNESS WHEREOF, the Mortgagor has caused this mortgage to be duly executed as of the day and year first above written.

WITNESSES:

_____

_____

MORTGAGOR(S):

Randy Trantham

Randy Trantham

STATE OF ALABAMA)
JEFFERSON COUNTY)

Individual Acknowledgment

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Randy Trantham ~~whose name(s)~~ A MARRIED MAN is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 25th day of September, 2006.

SHAMI S. MALONE NOTARY PUBLIC ALABAMA - STATE AT LARGE

Notary Public SHAMI S. MALONE

My Commission Expires: 11/3/08

Initials:

20060928000481130 14/14 $158.15
Shelby Cnty Judge of Probate,AL
09/28/2006 09:20:49AM FILED/CERT

EXHIBIT "A"

Lot 10, Block 1, according to the Survey of Armstrong Estates, 1st Sector, as recorded in Map Book 5, Page 19, in the Probate Office of Shelby County, Alabama.

THE PROCEEDS OF THE ABOVE REFERENCED MORTGAGE HAVE BEEN APPLIED TO THE PURCHASE PRICE OF THE ABOVE DESCRIBED PROPERTY.

THIS IS NOT THE HOMEPLACE OF THE BORROWER OR HIS SPOUSE.

Initials: _____