

ASSIGNMENT OF:

432247

Mortgage  
(Insert title of security document)

20071114000523400 1/2 \$14.00  
Shelby Cnty Judge of Probate, AL  
11/14/2007 03:24:25PM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS:

That Compass Bank, a domestic  
(Name of Firm)

corporation, organized under the laws of the United States, with its principal office and place of business  
located at 401 West Valley Avenue, Birmingham, Al 35209  
(Address of Assignor)

for value received, the receipt whereof is hereby acknowledged, by these presents does hereby sell, assign  
transfer and set over unto the

Old Republic Insurance Company  
C/O Old Republic Equity Credit Services, Inc  
(Servicing Agent for Old Republic Insurance Company)  
307 N. Michigan Avenue - 15<sup>th</sup> Floor  
Chicago, Il 60601

all its interest in and to an instrument dated the 29<sup>th</sup> day of October, 20 05,  
(date on original document)

Executed by Teddy Rice  
(Borrowers' name as they appear on the original document)

as recorded in the official records of Shelby County, State of Alabama

Doc./ Rec. No. 2005 1128 0006 12550, Book/Vol. Page

upon the following described piece of parcel of land:

LEGAL DESCRIPTION OF PROPERTY  
(Attach copy here)

APPIX CORPORATE SEAL HERE

WITNESS Jennifer Evans

Typed Name: Jennifer Evans

WITNESS Monica Lillebridge

Typed Name: Monica Lillebridge

401 W. Valley Avenue Birmingham, Al 35209

THIS INSTRUMENT WAS REPAIRED BY

Deiria Thomas Admin  
Name Title

Typed Name: Deiria Thomas

FIRM NAME AND ADDRESS:

Compass Bank

By:

Melanie Loggins, VP  
Name of Officer Title

Typed Name: Melanie Loggins V. P.

The State of ALABAMA  
County of JEFFERSON

Before me, Bobbie J Cole, on this day personally appeared  
Melanie Loggins, Vice President, known to me to be the person whose name is subscribed to  
Officers Name

The forgoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13<sup>th</sup> day of September, 20 07.

APPIX NOTARY SEAL

NOTARY PUBLIC: Bobbie J Cole

TYPED NAME: Bobbie J Cole

My Commission Expires: MY COMMISSION EXPIRES JULY 26, 2008



**RECORDATION REQUESTED BY:**

Compass Bank  
BHAM INVERNESS  
104 INVERNESS PLAZA  
BIRMINGHAM, AL 35242

20071128000512550 1/7 \$44.00  
Shelby Cnty Judge of Probate, AL  
11/28/2005 09:59:27AM FILED/CERT

**WHEN RECORDED MAIL TO:**

Compass Bank, Attn: Loan Operations



RICE JR, TEDDY B

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



20071114000523400 2/2 \$14.00  
Shelby Cnty Judge of Probate, AL  
11/14/2007 03:24:25PM FILED/CERT

4355760001122920

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

11/3



\*07700004355760000990830TSYS0745\*

**MORTGAGE**

**THIS IS A FUTURE ADVANCE MORTGAGE**

**MAXIMUM LIEN.** The lien of this Mortgage shall not exceed at any one time \$10,000.00.

**THIS MORTGAGE** dated October 29, 2005, is made and executed between TEDDY B RICE JR, A SINGLE PERSON, WHOSE ADDRESS IS 3100 WOODBRIDGE DRIVE BIRMINGHAM AL 35242 (referred to below as "Grantor") and Compass Bank, whose address is 104 INVERNESS PLAZA, BIRMINGHAM, AL 35242 (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:

**LOT 1, ACCORDING TO THE SURVEY OF MEADOW BROOK, 4TH SECTOR, AS RECORDED IN MAP BOOK 7, PAGE 67, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

The Real Property or its address is commonly known as 3100 WOODBRIDGE DRIVE, Birmingham, AL 35242.

**CROSS-COLLATERALIZATION.** In addition to the Credit Agreement, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Credit Agreement, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. If the Lender is required to give notice of the right to cancel under Truth in Lending in connection with any additional loans, extensions of credit and other liabilities or obligations of Grantor to Lender, then this Mortgage shall not secure additional loans or obligations unless and until such notice is given.

**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 remade 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 indebtedness 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 Commercial 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 RELATED DOCUMENTS, 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.** Grantor agrees that Grantor's 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, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender 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 person. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the Hazardous Substances, (2) agrees to indemnify and hold harmless Lender event Grantor becomes liable for cleanup or other costs under any such laws; and (3) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Property, or a breach or violation of any environmental laws on the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, involving the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage.