

This instrument was prepared by:

VERNITA BROWN-SUPERIOR BANK
17 N 20TH ST
BIRMINGHAM, AL 35203



Record and Return To:
Fiserv Lending Solutions
P.O. BOX 2590
Chicago, IL 60690

HAMNER, DEBORAH



20100318000079120 1/6 \$176.00
Shelby Cnty Judge of Probate, AL
03/18/2010 11:40:46 AM FILED/CERT

State of Alabama

Space Above This Line For Recording Data

MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 02-22-2010
The parties and their addresses are:

MORTGAGOR:

DEBORAH G. HAMNER AND SCOTT M. HAMNER, AS WIFE AND HUSBAND
1576 SOUTHPOINTE DRIVE
HOOVER, AL 35244

- ☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures acknowledgments.

LENDER:

SUPERIOR BANK
ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA
5532 GROVE BLVD
HOOVER, AL 35226

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys, sells and mortgages to Lender, with power of sale, the following described property:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES

The property is located in JEFFERSON SHELBY at 1576 SOUTHPOINTE DR
(County)
BIRMINGHAM, Alabama 35244
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or any time in the future, be part of the real estate described above (all referred to as "Property"). When the Secured Debt (hereafter defined) is paid in full and all underlying agreements have been terminated, this Mortgage will become null and void.

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall exceed \$ 100,000. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (*You must specifically identify the debt secured and you should include the final maturity date of such debt(s).*)

NOTE I/N/O DEBORAH G. HAMNER & SCOTT M. HAMNER I/A/O \$100,000 DATED 02/22/10



20100318000079120 2/6 \$176.00
 Shelby Cnty Judge of Probate, AL
 03/18/2010 11:40:46 AM FILED/CERT

B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promiss note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Secu Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Secu Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligati that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All fut advances and other future obligations are secured by this Security Instrument even though all or part may not yet advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrum Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in amount. Any such commitment must be agreed to in a separate writing.

C. All other obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, includi but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Secu Instrument.

In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent secu interest in Mortgagor's principal dwelling that is created by this Security Instrument.

5. **MORTGAGE COVENANTS.** Mortgagor agrees that the covenants in this section are material obligations under the Secu Debt and this Security Instrument. If Mortgagor breaches any covenant in this section, Lender may refuse to make additic extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not wa Lender's right to later consider the event a breach if it happens again.

Payments. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the te of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document created a prior security interest or encumbrance on the Property, Mortgagor agrees to make all payments when due and perform or comply with all covenants. Mortgagor also agrees not to allow any modification or extension of, nor to request future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Claims Against Title. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utiliti and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all noti that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Propo against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as request by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain improve the Property.

Property Condition, Alterations and Inspection. Mortgagor will keep the Property in good condition and make all rep that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Prope. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior writ consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior writ consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely Lender's inspection.

Authority to Perform. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrum Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to s Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rig under the law or this Security Instrument.

Leaseholds; Condominiums; Time-Shares; Planned Unit Developments. Mortgagor agrees to comply with the provisions any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium, time-share c planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations the condominium or planned unit development. In addition, except with the written approval of Lender, Mortgagor will partition or subdivide the Property; abandon or terminate the condominium, time-share or planned unit development proj terminate professional management; or amend any provision of the covenants, bylaws or regulations of the condomini time-share or planned unit development if the provision benefits Lender.

Condemnation. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entitie purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authori Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Prope Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasona associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the peri that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secu Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which s not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's opti obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, wh applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurar Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Len all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance car and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to

Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt existing immediately before the acquisition.

Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request, any financial statement information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents, certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by Security Instrument and has the right to grant, bargain, convey, sell, and mortgage, with power of sale, the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
8. **DEFAULT.** Mortgagor will be in default if any of the following occur:

Fraud. Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

Property. Any action or inaction by the Borrower or Mortgagor occurs that adversely affects the Property or Lender's right to the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of the Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subject to the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

9. **REMEDIES ON DEFAULT.** In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or of the notices and may establish time schedules for foreclosure actions.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or after accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

If Lender initiates a judicial foreclosure, Lender shall give the notices as required by applicable law. If Lender invokes its power of sale, Lender shall publish the notice of sale, and arrange to sell all or part of the Property, as required by applicable law. Lender or its designee may purchase the Property at any sale. Lender shall apply the proceeds of the sale in the manner required by applicable law. The sale of any part of the Property shall only operate as a foreclosure of the sold Property, so that the remaining Property shall continue to secure any unsatisfied Secured Debt and Lender may further foreclose under the power of sale or by judicial foreclosure.

10. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** If Mortgagor breaches a covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants to protect its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspection, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and shall bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. If the Secured Debt is subject to the Alabama Mini-Code, then reasonable attorneys' fees after default are available only when: the original amount financed exceeds \$300, the attorney is not the Lender's salaried employee, and the amount due does not exceed 15% of the unpaid debt after default. No attorneys' fees after default are available when the Secured Debt is an open-end credit plan and its unpaid balance is \$300 or less. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

11. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions and interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances which are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.

C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, un or about the Property or there is a violation of any Environmental Law concerning the Property. In such an ev Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.

D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance the violation of any Environmental Law.

12. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not required to pay to Lender funds for taxes and insurance in escrow.

13. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of d Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty betw Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or cl against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors assigns of Mortgagor and Lender.

14. **SEVERABILITY; INTERPRETATION.** This Security Instrument is complete and fully integrated. This Security Instrum may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreem related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or implic permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. When used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Secu Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Tim of the essence in this Security Instrument.

15. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mai the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice one mortgagor will be deemed to be notice to all mortgagors.

16. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisalment rights relating to the Property.

17. **LINE OF CREDIT.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced t zero balance, this Security Instrument will remain in effect until the Secured Debt is paid in full and all underlying agreeme have been terminated in writing by Lender.

18. **APPLICABLE LAW.** This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the ex required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.

19. **RIDERS.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and am the terms of this Security Instrument.
[Check all applicable boxes]

☐ Assignment of Leases and Rents ☐ Other

20. ☐ **ADDITIONAL TERMS.**

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

..... (Signature) DEBORAH G. HAMNER (Date) (Seal) (Signature) SCOTT M. HAMNER (Date) (Seal)

..... (Witness as to all signatures) (Witness as to all signatures)

ACKNOWLEDGMENT:
STATE OF ALABAMA, COUNTY OF Shelby } ss.
I, a notary public, hereby certify that DEBORAH G. HAMNER; SCOTT M. HAMNER, AS WIFE AND HUSBAND
(Individual) whose name(s) is/are signed to the foregoing conveyar
and who is/are known to me, acknowledged before me on this day that, being informed of the contents of
conveyance, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand
22ND day of FEBRUARY, 2010

My commission expires:
(Seal) (Notary Public)


My Comm. Exps. 8/25, 2013

20100318000079120 4/6 \$176.00
Shelby Cnty Judge of Probate, AL
03/18/2010 11:40:46 AM FILED/CERT

SUPERIOR BANK 5532 GROVE BLVD HOOVER, AL 35226 LENDER'S NAME AND ADDRESS "You" means the Lender, its successors and assigns.	DEBORAH G. HAMNER AND SCOTT M. HAMNER 1576 SOUTHPOINTE DRIVE HOOVER, AL 35244	CIF# HAC3314 Loan Number 60730935 Date 02-22-2010 Maturity Date 02-22-2025 Loan Amount \$ 100,000.00 LO/LP JCC/VYB
	BORROWER'S NAME AND ADDRESS "I" includes each Borrower above.	

WAIVER OF HOMESTEAD EXEMPTION

I have executed a Note dated 02-22-2010 evidencing a loan from you in the amount of 100,000.00. In connection with the Note, I have executed a ☐ Security Agreement ☒ Mortgage dated 02-22-2010 under the terms of which I give you certain rights under the laws of this state in the following described Homestead Property:
 SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES


 20100318000079120 5/6 \$176.00
 Shelby Cnty Judge of Probate, AL
 03/18/2010 11:40:46 AM FILED/CERT

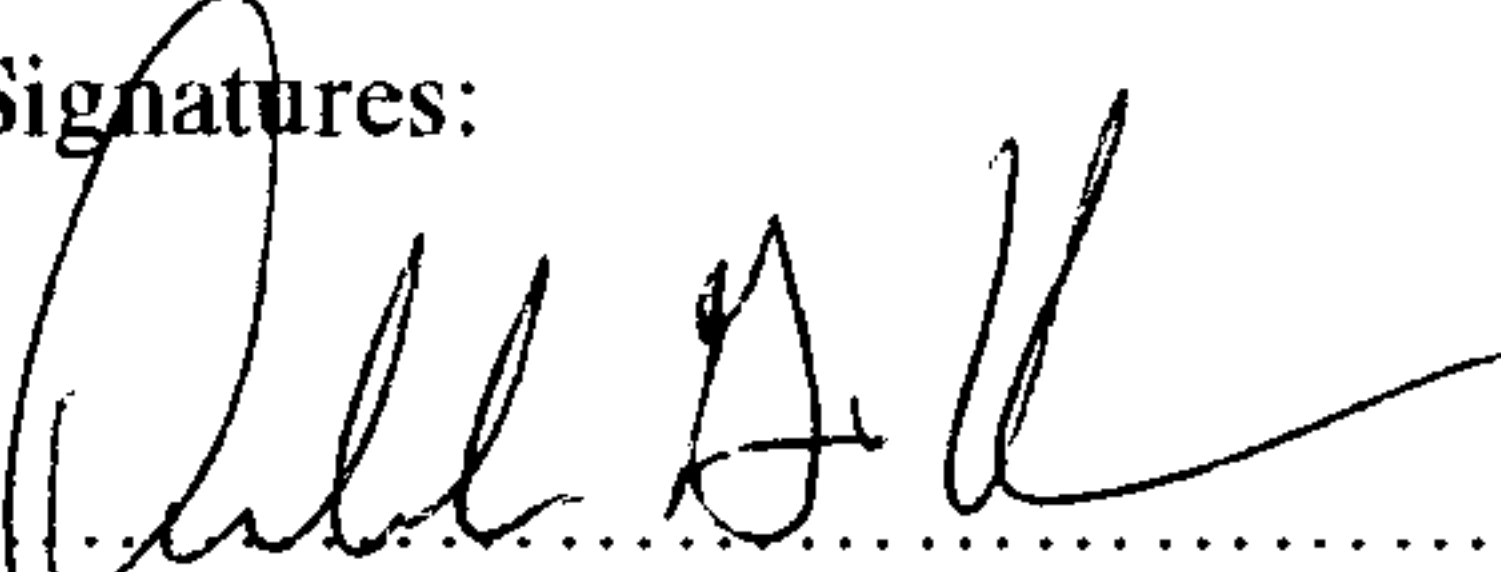
By signing below, I hereby waive any and all homestead rights and exemptions in the Homestead Property, as granted under the Constitution and laws of the State of Alabama, for as long as I occupy the Homestead Property as a principal residence.

In witness whereof, I have signed my name and affixed my seal on 02-22-2010

Witnesses:

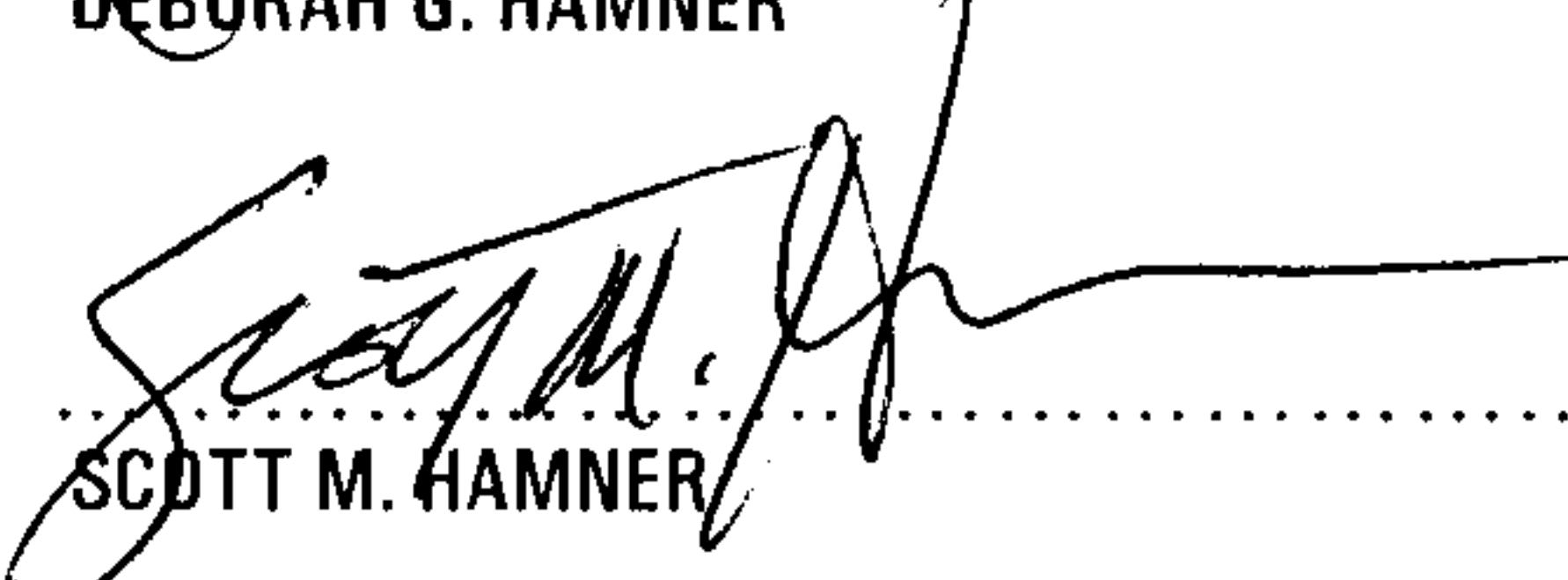
Signatures:

.....


 DEBORAH G. HAMNER

(Seal)
-Borrower

.....


 SCOTT M. HAMNER

(Seal)
-Borrower

[Space Below This Line For Acknowledgment]

The State of Alabama

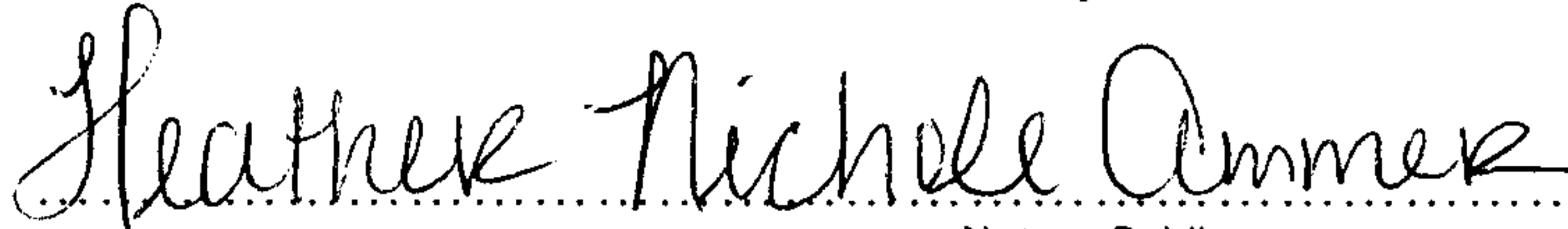
Shelby County

I, Heather Nichole Ammer
 hereby certify that DEBORAH G. HAMNER AND SCOTT M. HAMNER

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, (s)he executed the same voluntarily on the day the same bears date. Given under my hand this 22ND day of FEBRUARY, 2010

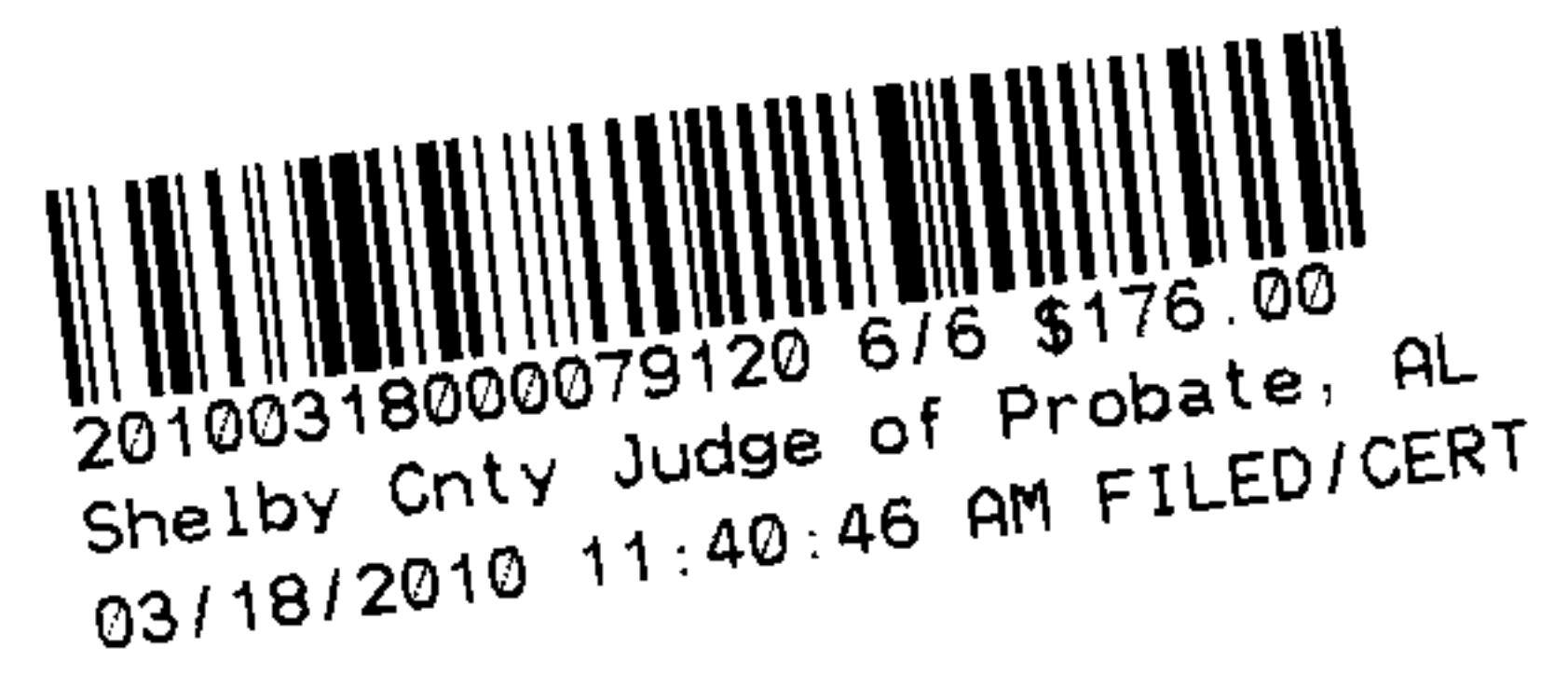
My commission expires:

8/25/2013


 Notary Public

K0482378

SCHEDULE A



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

LOT 6, ACCORDING TO THE SURVEY OF SOUTHPOINTE 3RD SECTOR, AS
RECORDED IN MAP BOOK 12 PAGE 76, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.

KNOWN: 1576 SOUTHPOINTE DRIVE

PARCEL: 133060001003077