

CORPORATION CANCELLATION

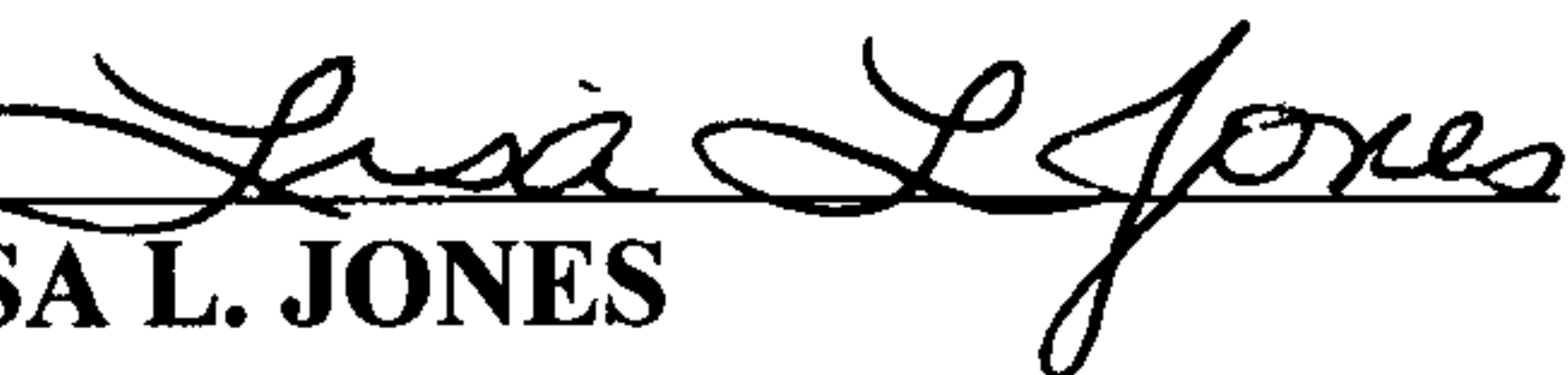
State of Alabama
County of Shelby

Whitney Bank, successor in interest to Whitney Bank a Louisiana state chartered bank, formerly known as Hancock Bank of Louisiana, successor by merger to Whitney National Bank, a national banking association, does hereby cancel and release that certain Mortgage dated November 21, 2005, recorded in Real Property Instr# 20051228000666920, in the records of the Office of the Judge of Probate of Shelby County, Alabama, executed by Terry J. Bagwell and Donna H. Bagwell; husband and wife, to **Whitney National Bank** without impairing, releasing or satisfying the remaining indebtedness or obligations, if any, of the Mortgagor.

IN WITNESS WHEREOF, **Whitney Bank** has caused this cancellation of mortgage to be executed by **Lisa L. Jones** its duly authorized **Vice President** on this the 26th day of September, 2013.

Whitney Bank

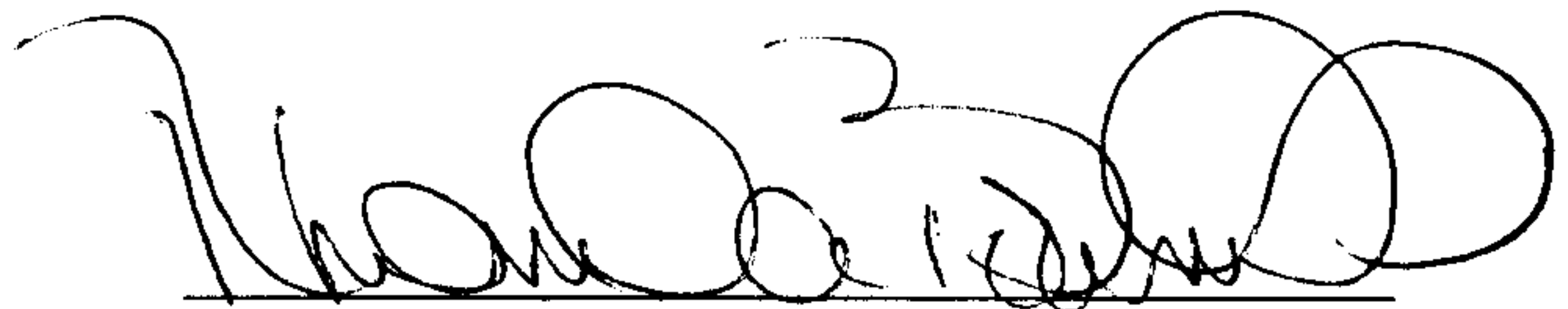
20131017000412600 1/2 \$17.00
Shelby Cnty Judge of Probate, AL
10/17/2013 10:43:51 AM FILED/CERT

By: 
LISA L. JONES
Vice President

State of Mississippi
County of Harrison

I, the undersigned, a Notary Public, in and for said County and State, do hereby certify that Lisa L. Jones, whose named as Vice President, of Whitney Bank, a corporation, is signed to the foregoing release and cancellation, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, she as such officer and with full authority, executed the same freely and voluntarily for and as the act of said corporation, on the day the same bears date.

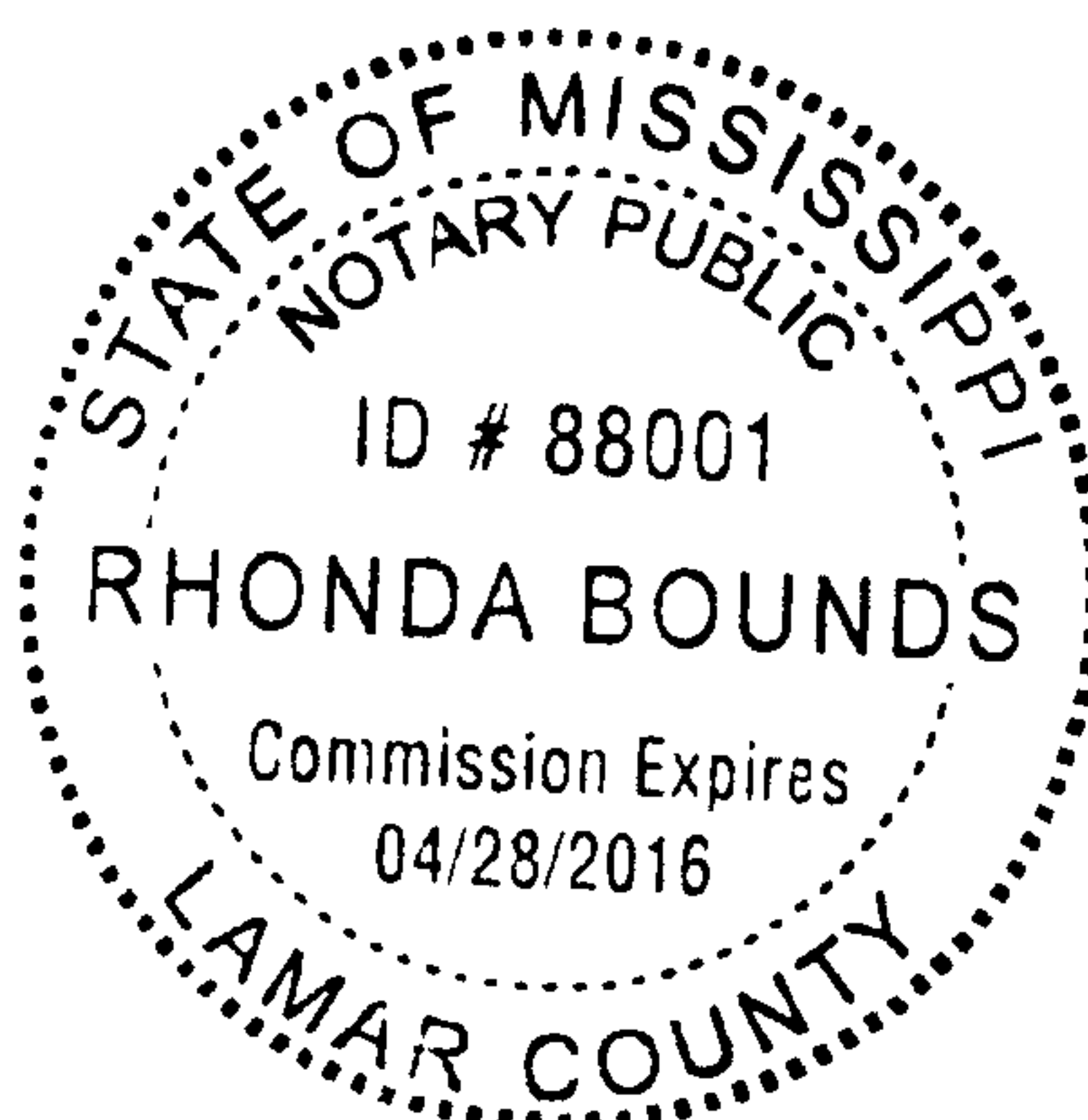
Given under my hand and seal this 26th day of September, 2013.



Notary Public

My Commission Expires: _____

Prepared By: Gayle Thomas
Whitney Bank
P.O. Box 61260
N.O. LA. 70161
Phone #228-822-4915/ 02034602339601
Amount \$75,000.00



20051228000666920 1/6 \$138.50
Shelby Cnty Judge of Probate, AL
12/28/2005 02:11:23PM FILED/CERT

WHEN RECORDED MAIL TO:
WHITNEY NATIONAL BANK
P. O. BOX 61260
NEW ORLEANS, LA 70161-9967

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



20131017000412600 2/2 \$17.00
Shelby Cnty Judge of Probate, AL
10/17/2013 10:43:51 AM FILED/CERT

MORTGAGE

THIS IS A FUTURE ADVANCE MORTGAGE

THIS MORTGAGE dated November 21, 2005, is made and executed between TERRY J. BAGWELL, whose address is 1154 COUNTRY CLUB CIRCLE, BIRMINGHAM, AL 35244 and DONNA H. BAGWELL, whose address is 1154 COUNTRY CLUB CIRCLE, BIRMINGHAM, AL 35244; husband and wife (referred to below as "Grantor") and Whitney National Bank, whose address is P. O. Box 230714, Montgomery, AL 36123-0714 (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:

The Real Property or its address is commonly known as 1154 COUNTRY CLUB CIRCLE, BIRMINGHAM, AL 35244.

REVOLVING LINE OF CREDIT. This Mortgage secures the indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Note.

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 ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and 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 tenable 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 of 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 Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and 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 occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.