

the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include coverages not originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance. Mortgagor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

19. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

20. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisal rights relating to the Property.

21. APPLICABLE LAW. This Security Instrument is governed by the laws of Alabama, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

22. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

23. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

24. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

25. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing under seal, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:

Mark A. McKenzie Date 12/14/13 (Seal)
Mark A McKenzie
Individually


20131218000483440 6/8 \$135.50
Shelby Cnty Judge of Probate, AL
12/18/2013 11:57:46 AM FILED/CERT



ACKNOWLEDGMENT.

STATE OF ALABAMA, COUNTY OF BLOUNT ss.

I, The Under Signed, a notary public, hereby certify that Mark A McKenzie , A Married Man, whose name(s) 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 the instrument, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this 14th day of December 2013.

My commission expires: 10/24/2016



(Notary Public)
The Under Signed




20131218000483440 7/8 \$135.50
Shelby Cnty Judge of Probate, AL
12/18/2013 11:57:46 AM FILED/CERT



0 0 0 4 0 5 5 9 1 9 0 0 1 2 4 4 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 1 2 1 4 2 0 1 3

Exhibit "A"

A parcel of land situated in the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 1, Township 20 South, Range 1 West, more particularly described as follows: Commence at the NW corner of the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ and run North a distance of 120 feet; thence run East a distance of 1312.11 feet to iron, to be point of beginning; thence North 142.2 feet; thence turn left and run West a distance of 300 feet; thence South a distance of 142.2 feet; thence East 300 feet back to point of beginning. Situated in the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 1, Township 20 South, Range 1 West, Shelby County, Alabama. Together with: An Easement for ingress and egress over and across the following described property, being more particularly described as follows: An easement for ingress and egress, beginning on the East right of way line of Shelby County Highway No. 447 at a point 120 feet North of the South line of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 1, Township 20 South, Range 1 West, Shelby County, Alabama; thence run East parallel with the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 952 feet, more or less, to the Southwest corner of the parcel of land sold to Norman Poe and wife, Patricia Ann Poe by Robert Salser, in Deed recorded in Deed Book 304, Page 385, and corrected in Deed recorded in Deed Book 322, Page 440, in the Probate Office of Shelby County, Alabama; thence turn left and run North 12 feet along the West line of said parcel; thence turn left and run West parallel with the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ section a distance of 952 feet, more or less, to the East right of way line of Highway No. 447; thence turn left and run South along said right of way line a distance of 12 feet to the point of beginning. All situated in Shelby County, Alabama.

Mark A. Mithrie


20131218000483440 8/8 \$135.50
Shelby Cnty Judge of Probate, AL
12/18/2013 11:57:46 AM FILED/CERT