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MORTGAGE

THIS MORTGAGE is made this 27th day of May 19. 83., between the Grantor, James B. Roberts and wife, Phyllis R. Roberts (herein "Borrower"), and the Mortgagee, Real Estate Financing, Inc., a corporation organized and existing under the laws of the State of Alabama, whose address is P. O. Box 669 Montgomery, Alabama 36195 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Fifty-Five Thousand One Hundred and no/100 Dollars, which indebtedness is evidenced by Borrower's note dated May 27, 1983 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1, 2013;

To SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the County of Shelby, State of Alabama:

A parcel of land located in the NE 1/4 of the SW 1/4 of Section 8, Township 20 South, Range 1 West, Shelby County, Alabama described as follows:
Commence at the NW corner of said 1/4-1/4 section; thence run South 89 deg. 05 min. 38 sec. East along the North line of said 1/4-1/4 Section a distance of 500.06 feet; thence run South a distance of 92.09 feet to the point of beginning; thence run South 52 deg. 40 min. 23 sec. East a distance of 206.26 feet to a point in the centerline of Shelby County Highway #39; thence run South 36 deg. 58 min. 35 sec. West along said highway a distance of 154.79; thence run North 66 deg. 57 min. 41 sec. West a distance of 218.33 feet; thence run North a distance of 163.29 feet; thence run East a distance of 130.0 feet to the point of beginning; being situated in Shelby County, Alabama. Less and except that portion located within Shelby County Highway #39 right of way.

Also mortgaged herewith is all wall to wall carpeting located in the residence on the above described property.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagors simultaneously herewith.

"Reference is hereby made to the Rider to the Mortgage which is incorporated herein for all purposes."

which has the address of Route #1, Box 62-A (Highway 39) Chelsea, Alabama 35043 (herein "Property Address");
(Street) (City)
(State and Zip Code)

To HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, issues, profits, and water, water rights, and water stock and all fixtures now or hereafter attached to the Property, all of which including replacements and additions thereto, shall be deemed to be the Property, and the same, together with this Mortgage, and all other interests in and property, and all other interests in this Mortgage (if on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender or Lender's successor in interest shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (a) the breach; (b) the action required to cure such breach; (c) a date, not less than 30 days from the date the notice is mailed to Borrower, by which the breach must be cured; and (d) the sums secured by this Mortgage. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable 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 reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall mail a copy of a notice of sale to Borrower in the manner provided in paragraph 14 hereof. Lender shall publish the notice of sale once a week for three consecutive weeks in some newspaper

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published in Shelby County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of said County. Lender shall deliver to the purchaser Lender's deed conveying the Property so sold. Lender or Lender's 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 reasonable costs and expenses of the sale, including, but not limited to, reasonable attorney's fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. **Borrower's Right to Reinstate.** Now outstanding Lender's acceleration of the sums secured by this Mortgage shall be null and void if Borrower pays to Lender all sums which are due and payable under this Mortgage, the Note and notes securing Future Advances, if any, and an acceleration occurred, cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage, (c) Borrower pays reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured thereby shall remain in full force and effect as if no acceleration had occurred.

20. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account for only those rents actually received.

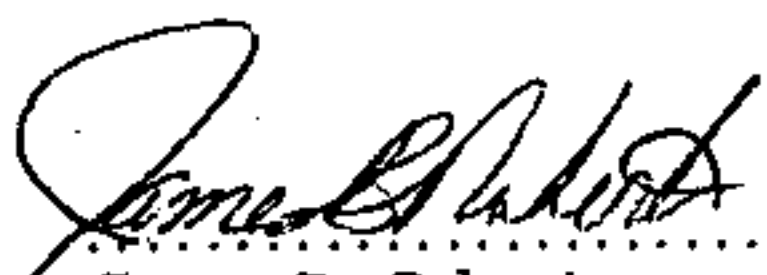

21. **Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby.

22. **Release.** Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this Mortgage, without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. **Waiver of Homestead, Dower and Curtesy.** Borrower hereby waives all rights of homestead exemption in the Property and relinquishes all right of dower and curtesy in the Property.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed, sealed and delivered
in the presence of:


.....(Seal)
James B. Roberts —Borrower
.....(Seal)
Phyllis R. Roberts —Borrower

STATE OF ALABAMA, Jefferson County ss:

On this 27th day of May, 19 83, I, the undersigned,
a Notary Public in and for said county and in said state, hereby certify that James B. Roberts and wife,
Phyllis R. Roberts, whose name(s) are signed to the
foregoing conveyance, and who are known to me, acknowledged before me that, being informed of the
contents of the conveyance, they executed the same voluntarily and as their act on the day the same
bears date.

Given under my hand and seal of office this the 27th day of May, 19 83.

My Commission expires:


.....
Notary Public

This instrument was prepared by William A. Jackson, 2204 Lakeshore Drive, Suite 320, Birmingham
AL 35209

(Space Below This Line Reserved For Lender and Recorder)

HARRISON JACKSON & LEE
ATTORNEYS AT LAW
SUITE 320 2204 LAKESHORE DRIVE
BIRMINGHAM, ALABAMA 35209

ALABAMA HOUSING FINANCE AUTHORITY
SINGLE FAMILY MORTGAGE REVENUE BOND PROGRAM, 1982 Series A B

UNIFORM MORTGAGE RIDER

The rights and obligations of the parties to the Mortgage to which this Rider is attached and the Note which it secures are expressly made subject to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Mortgage or Note, the provisions of this Rider shall control. To the extent they are not modified by this Rider, all the terms, conditions and other provisions of the Mortgage and Note remain in full force and effect.

1. The Borrower agrees that the mortgagee (the "Lender"), the Alabama Housing Finance Authority (the "Authority") or their successors or assigns may, at any time and without prior notice, accelerate all payments due under the Mortgage and Note and exercise any other remedy allowed by law or provided by the Mortgage for breach of the Mortgage or Note if:

(a) All or any part of the Property or any interest therein is sold or transferred by Borrower or by operation of law, excluding (i) the creation of a lien or encumbrance subordinate to this Mortgage under a UDAG loan permitted under the Authority's Program Guidelines, 1982 Series A, (ii) the creation of a purchase money security interest for household appliances, (iii) a transfer by operation of law upon the death of a joint tenant, or (iv) a transfer to a person assuming the Mortgage and the Note secured thereby in accordance with the terms and requirements of paragraph 2 hereof;

(b) The Borrower fails to abide by any agreements made with the Authority, or the Lender, or if the Lender or the Authority finds any statement contained in the Eligible Borrower Affidavit or any other document executed by the Borrower to be untrue, inaccurate or incomplete; or

(c) The Borrower fails to promptly supply any information or document which the Lender, or the Authority may request to verify compliance with the conditions of the Authority's Single Family Mortgage Revenue Bond Program 1982 Series A under which the Loan as evidenced by the Mortgage and Note was provided.

The Borrower understands that the Authority and the Lender have relied upon statements contained in the Eligible Borrower Affidavit and all other documents submitted in support of the Loan Application in the processing, financing and granting of this loan. Upon discovery of fraud or misrepresentation by the Borrower with respect to any information provided by the Borrower in the Loan Application or Eligible Borrower Affidavit executed in connection with the Note, the Lender or the Authority may, in their sole discretion, by written notice to Borrower, declare all obligations secured by the Mortgage and all obligations payable under the Note immediately due and payable. Borrower shall notify the Lender and the Authority promptly in writing of any transaction or event which may give rise to a right of acceleration hereunder. Borrower shall pay to the Lender or the Authority, as the case may be, all damages sustained by reason of the breach of the covenant of notice set forth herein or by reason of such fraud or misrepresentation.

2. The Mortgage and the Note secured thereby may only be assumed by a person qualifying as an "Eligible Borrower" under the Authority's 1982 Series A Program Guidelines, as in effect as of the date of such assumption, and in connection with a transaction which meets all of the requirements of the assumption provisions of both the Program Guidelines and the Origination, Sale and Servicing Agreement entered into by the Authority and the Lender, both as in effect as of the date of such assumption, the qualification of such person and such transaction being subject to the prior written approval of the Trustee and the Administrator or their respective designees, which approval may be granted in the sole discretion of such parties.

3. Under the provisions of the Internal Revenue Code of 1954, as amended, and the Procedures and Regulations promulgated thereunder (the "Tax Act"), the Authority has elected to credit certain investment earnings, if any, from the proceeds of its Bonds to mortgagors under its Single Family Mortgage Revenue Bond Program 1982 Series A for so long as such credit is required to keep the interest on the Bonds exempt from federal income taxation. As a mortgagor under the Program, the Borrower is entitled to receive a portion of the amount, if any, required by the Tax Act to be credited to such Borrower. The amount of the Borrower's credit shall be determined by the Authority in its sole discretion consistent with Section 103A of the Tax Act. The Borrower acknowledges and agrees that the amount credited to him, if any, will be treated for all purposes as a portion of the principal of the Note secured by this Mortgage, and will be paid to the Borrower. In accepting, the Authority assumes no responsibility, as to the treatment of this credit for purposes of the Borrower's federal income tax and the Borrower accepts full responsibility for same. The Authority will make credits, if any, on an annual basis or at more frequent intervals at its discretion or at the time the Mortgage is fully discharged. The Authority is under no obligation to maximize the credit or to earn any credit.

4. (a) If the credit set forth in paragraph 3 above is made on an annual basis, a determination as to the amount of the credit will be made on an annual basis established by the Authority with respect to mortgages outstanding as of the determination date. Credits will not be made with respect to any partial annual period the Mortgage is outstanding following the annual determination date unless it becomes necessary to do so in order to comply with the Tax Act. The amount of each annual credit will be based on the principal balance due on the Note. No reduction will be made in the level monthly payment stated in the Note. The allocation of the amount of the amortization payment will be adjusted as between principal and interest to take into account the prepayment. The Borrower will be advised annually as to the amount of any payment or prepayment which has been so credited, and the outstanding principal balance of the Note following the payment or prepayment. The Borrower must make monthly payments regardless of credits until the payments and credits completely amortize the Borrower's debt.

(b) In the event the credit is made at the time the Mortgage is discharged, a determination as to the amount of credit will be made as of the annual determination date established by the Authority which precedes the date of discharge. Credits will not be made with respect to any partial annual period the Mortgage is outstanding following such annual determination date. To the extent necessary, any balance of the credit, remaining after the principal of the Note has been fully paid, will be applied against interest payments due on the Note. Notice will also be given to the Borrower if at any time the amount of the credit due the Borrower equals or exceeds the principal balance of the Note, and final settlement will be made accordingly.

NOTICE TO BORROWER:

THIS DOCUMENT SUBSTANTIALLY MODIFIES THE TERMS OF THIS LOAN. DO NOT SIGN IT UNLESS YOU HAVE READ AND UNDERSTOOD IT.

I hereby consent to the modifications of the terms of the Mortgage and Note which are contained in this Rider.

Dated this 27th day of May, 1983.

Signature James B. Roberts
Printed James B. Roberts

Signature Phyllis R. Roberts
Printed Phyllis R. Roberts

STATE OF ALABAMA,)
Jefferson COUNTY.)

ss:

1983 JUN -7 AM 10:20

Mtg. fee - 82.65-
Rec. 9.00
Ind. 1.00
92.65-

I, the undersigned, a notary public in and for said county, in said State, hereby certify that James B. Roberts & Phyllis R. Roberts, whose name(s) is/are signed to the foregoing Rider, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Rider, he/she/they executed the same voluntarily on the day the same bears date.

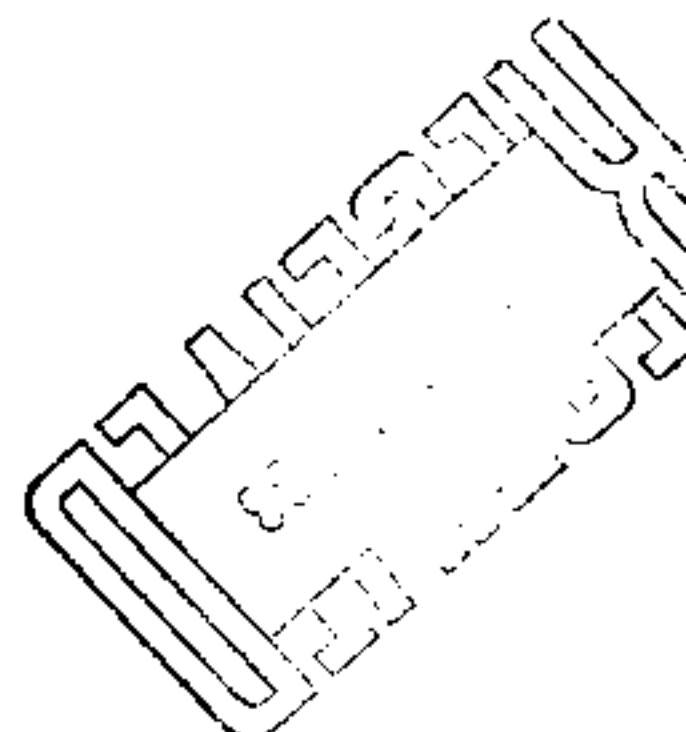
Given under my hand and official seal this 27th day of May, 1983.

Notary Public

(Seal)

My Commission expires: 9/24/85

This instrument was prepared by: William A. Jackson
Address: 2204 Lakeshore Drive, Suite 320, Birmingham, Alabama 35209



HARRISON JACKSON & LEE
ATTORNEYS AT LAW
SUITE 320 2204 LAKESHORE DRIVE
BIRMINGHAM, ALABAMA 35209

ALABAMA HOUSING FINANCE AUTHORITY
SINGLE FAMILY MORTGAGE REVENUE BOND PROGRAM, 1982 Series B

UNIFORM MORTGAGE RIDER

The rights and obligations of the parties to the Mortgage to which this Rider is attached and the Note which it secures are expressly made subject to this Rider. In the event of any conflict between the provisions of this Rider and the provisions of the Mortgage or Note, the provisions of this Rider shall control. To the extent they are not modified by this Rider, all the terms, conditions and other provisions of the Mortgage and Note remain in full force and effect.

1. The Borrower agrees that the mortgagee (the "Lender"), the Alabama Housing Finance Authority (the "Authority") or their successors or assigns may, at any time and without prior notice, accelerate all payments due under the Mortgage and Note and exercise any other remedy allowed by law or provided by the Mortgage for breach of the Mortgage or Note if:

(a) All or any part of the Property or any interest therein is sold or transferred by Borrower or by operation of law, excluding (i) the creation of a lien or encumbrance subordinate to this Mortgage under a UDAG loan permitted under the Authority's Program Guidelines, 1982 Series B, (ii) the creation of a purchase money security interest for household appliances, (iii) a transfer by operation of law upon the death of a joint tenant, or (iv) a transfer to a person assuming the Mortgage and the Note secured thereby in accordance with the terms and requirements of paragraph 2 hereof;

(b) The Borrower fails to abide by any agreements made with the Authority, or the Lender, or if the Lender or the Authority finds any statement contained in the Eligible Borrower Affidavit or any other document executed by the Borrower to be untrue, inaccurate or incomplete; or

(c) The Borrower fails to promptly supply any information or document which the Lender, or the Authority may request to verify compliance with the conditions of the Authority's Single Family Mortgage Revenue Bond Program 1982 Series B under which the loan was evidenced by the Mortgage and Note was provided.

The Borrower understands that the Authority and the Lender have relied upon statements contained in the Eligible Borrower Affidavit and all other documents submitted in support of the loan application in the processing, financing and granting of this Loan. Upon discovery of fraud or misrepresentation by the Borrower with respect to any information provided by the Borrower in the loan application or Eligible Borrower Affidavit executed in connection with the Note, the Lender or the Authority may, in their sole discretion, by written notice to Borrower, declare all obligations secured by the Mortgage and all obligations payable under the Note immediately due and payable. Borrower shall notify the Lender and the Authority promptly in writing of any transaction or event which may give rise to a right of acceleration hereunder. Borrower shall pay to the Lender or the Authority, as the case may be, all damages sustained by reason of the breach of the covenant of notice set forth herein or by reason of such fraud or misrepresentation.

2. The Mortgage and the Note secured thereby may only be assumed by a person qualifying as an "Eligible Borrower" under the Authority's 1982 Series B Program Guidelines, as in effect as of the date of such assumption, and in connection with a transaction which meets all of the requirements of the assumption provisions of both the Program Guidelines and the Origination, Sale and Servicing Agreement entered into by the Authority and the Lender, both as in effect as of the date of such assumption, the qualification of such person and such transaction being subject to the prior written approval of the Trustee and the Administrator or their respective designees, which approval may be granted in the sole discretion of such parties.

3. Under the provisions of the Internal Revenue Code of 1954, as amended, and the Procedures and Regulations promulgated thereunder (the "Tax Act"), the Authority has elected to credit certain investment earnings, if any, from the proceeds of its Bonds to mortgagors under its Single Family Mortgage Revenue Bond Program 1982 Series B for so long as such credit is required to keep the interest on the Bonds exempt from federal income taxation. As a mortgagor under the Program, the Borrower is entitled to receive a portion of such credit. The Tax Act to be credited to such Borrower shall be determined by the Authority in its sole discretion.

principal payment or prepayment on the note secured by this Mortgage, and will not be paid directly to the Borrower. In so crediting, the Authority assumes no responsibility as to the treatment of this credit for purposes of the Borrower's federal income tax and the Borrower accepts full responsibility for same. The Authority will make credits, if any, on an annual basis or at more frequent intervals at its discretion or at the time the Mortgage is fully discharged. The Authority is under no obligation to maximize the credit or to earn any credit.

4. (a) If the credit set forth in paragraph 3 above is made on an annual basis, a determination as to the amount of the credit will be made on an annual basis established by the Authority with respect to mortgages outstanding as of the determination date. Credits will not be made with respect to any partial annual period the Mortgage is outstanding following the annual determination date unless it becomes necessary to so do in order to comply with the Tax Act. The amount of each annual credit will be treated as a principal payment or prepayment and will be credited to the principal balance of the Note. The allocation of the amount of the amortization payment will be made between principal and interest to take into account the prepayment. The Borrower will be advised annually as to the amount of any payment or prepayment which has been so credited, and the outstanding principal balance of the Note following the payment or prepayment. The Borrower must make monthly payments regardless of credits until the payments and credits completely amortize the Borrower's debt.

(b) In the event the credit is made at the time the Mortgage is discharged, a determination as to the amount of credit will be made as of the annual determination date established by the Authority which precedes the date of discharge. Credits will not be made with respect to any partial annual period the Mortgage is outstanding following such annual determination date. To the extent necessary, any balance of the credit, remaining after the principal of the Note has been fully paid, will be applied against interest payments due on the Note. Notice will also be given to the Borrower if at any time the amount of the credit due the Borrower equals or exceeds the principal balance of the Note, and final settlement will be made accordingly.

NOTICE TO BORROWER:

THIS DOCUMENT SUBSTANTIALLY MODIFIES THE TERMS OF THIS LOAN. DO NOT SIGN IT UNLESS YOU HAVE READ AND UNDERSTOOD IT.

I hereby consent to the modifications of the terms of the Mortgage and Note which are contained in this Rider.

Dated this 27th day of May, 1983.

Signature [Signature]
Printed James B. Roberts

Signature [Signature]
Printed Phyllis R. Roberts

STATE OF ALABAMA,)
 : ss:
JEFFERSON COUNTY.)

1983 DEC -6 AM 10:28
Corrected
Rec. 1200
Ind. 100
1300

I, the undersigned, a notary public in and for said county, in said State, hereby certify that James B. Roberts and, wife, Phyllis R. Roberts, whose name(s) are signed to the foregoing Rider, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Rider, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of May, 1983.

[Signature]
Notary Public

(Seal)

My Commission expires: 6/17/85

This instrument was prepared by: William A. Jackson, Attorney
Address: 2204 Lakeshore Drive, Suite 320 - Birmingham, Alabama 35209