1ST
55225

This Instrument Prepared by:

Gulf Pacific Mortgage a Division of
First Tennessee Bank National Association

ALABAMA REAL ESTATE MORTGAGE

(Home Equity Line of Credit)
(Term: 20 Yrs. following the effective date defined below.)
(This Mortgage is intended to be and is an OPEN-END MORTGAGE under and pursuant to the provisions of Section 35-10-26 of the Code of Alabama)

Inst # 1997-42001

THIS INDENTURE, made this 12 day of December, 19 97
by and between JANIE L. FAYETTE, A SINGLE PERSON

whether one or more, herein called Mortgagor, and FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association with its principal place of business in Memphis, Tennessee, HEREIN CALLED Mortgagee.

WITNESSETH, that Mortgagor, in consideration of the sum of Ten Dollars to him in hand paid and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Mortgagee, its successors and assigns, forever, the following described real estate ("Property") situated in 121 TIMBERLEAF CIR
County of SHELBY, and State of Alabama, to wit

SEE ATTACHED EXHIBIT "A"

Inst # 1997-42001

12/29/1997-42001
01:18 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 11.00

The Property herein conveyed is encumbered by the following mortgages of record

COUNTRYWIDE HOME LOANS, INC. INSTRUMENT # 1997-17597

and it is a condition of this instrument that in the event of any default in any of the terms and conditions of said prior mortgage, or in the event of any default in any of the terms and conditions of any other mortgage or other lien which may be or may become prior and paramount to the lien of this instrument, then in every such event the Mortgagee may, at its option, unless prohibited by law, declare the indebtedness secured by this instrument due for all purposes, and foreclosure may be had hereunder as in the case of any other default hereunder. The Mortgagee may, at its option, advance and pay any such sum or sums as shall be necessary in order that the terms and conditions of any mortgage or other lien which is then prior and paramount to the lien of this instrument, may be complied with, and such amounts so paid shall be repaid on demand with interest from the date of such payment at the highest rate legally chargeable on the date of such payment, and shall be secured by the lien of this mortgage; and the advancement of such sum Or sums shall in no way limit or bar the aforesaid option to accelerate said indebtedness.

TO HAVE AND TO HOLD the aforedescribed real estate together with all the hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said Mortgagee, his successors and assigns, in fee simple forever, and the said Mortgagor does hereby covenant with the said Mortgagee, its successors and assigns, that the Mortgagor is lawfully seized in fee of the aforedescribed real estate, that he has a good right to sell and convey the same, that the same is unencumbered except as otherwise set forth above, and that the title and quiet possession thereto he will and his heirs and personal representatives shall warrant and forever defend against the lawful claims of all persons whomsoever.

THIS CONVEYANCE IS MADE to secure to Mortgagee (1) payment of all loans, advances, extensions of credit, and other obligations and indebtednesses (collectively herein the "Line of Credit"), in the maximum principal amount of Fifteen Thousand & 0 cents Dollars ($ 15,000.00) ("Credit Limit"), made and to be made by the Mortgagee to the Mortgagor under and pursuant to that certain Home Equity Line of Credit Agreement and Disclosures under the Federal Truth-In-Lending Act (the "Agreement") having an effective date of the 12 day of December, 19 97 ("Effective Date"), executed by one or more of the Mortgagors and delivered to the Mortgagee (and any and all renewals, modifications and extensions thereof, in whole or in part), said Agreement (which prescribes the terms and conditions under which such loans and advances and extensions of credit are to be made and are to be repaid) being incorporated herein by reference as fully and particularly as if set out herein verbatim; (2) payment of all other monies advanced by the Mortgagee for the protection of the security, such as for taxes, insurance, repairs, attorney's fees, etc., and (3) the performance of all covenants, conditions, stipulations and agreements herein contained. The Credit Limit mentioned above includes precomputed charges validly included in said Credit Limit, but does not include other interest, loan charges, commitment fees, brokerage commissions, or other charges (herein collectively called "Charges") validly made pursuant hereto or pursuant to the Agreement, including, but not limited to, payment of taxes or insurance premiums and other charges made to protect the security, or incurred in the collection of the indebtednesses and obligations secured hereby, or the enforcement of this Mortgage, all of said Charges being expressly secured hereby, except as otherwise prohibited by applicable law. Certain minimum payments due under the Agreement are payable monthly; and the entire balance owed under the Agreement is due and payable, if not sooner paid, on that date which is 20 years following the Effective Date set forth in the caption hereof.

The rate of interest on the unpaid balance of the Credit Limit is, as of the Effective Date, December 12, 1997 an ANNUAL PERCENTAGE RATE of 11.00 %. Thereafter, interest will be varied monthly to conform to a rate equal to the sum of "Prime" plus 2.50 % per annum. "Prime" is the rate published as the Prime Rate under "Money Rates" in The Wall Street Journal on the 20th day of each month (or if not published that date, on the next publication date thereafter). If a range of Prime Rates is published, the highest Prime Rate will apply. The ANNUAL PERCENTAGE RATE, however, shall not exceed the lesser of 18.95% or the maximum lawful contract rate.

As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Mortgagor hereby transfers, sets over and assigns to Mortgagee:

(a) All rents, royalties, issues and profits of the Property from time to time accruing, whether under leases or tenancies now existing or hereafter created subject to the right of Mortgagee to collect the same as hereinafter provided, reserving to Mortgagor, however, so long as Mortgagor is not in default hereunder, the right to receive and retain such rents, royalties, issues and profits

(b) All judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking of the Property or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee is hereby authorized, but not required, on behalf and in the name of Mortgagor, to execute and deliver valid acquittances for, and to appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorney's fees, on the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released to the Mortgagor or other party lawfully entitled thereto

Mortgagor covenants and agrees as follows:

1. To pay all sums secured hereby promptly when due.

2. To pay, when due, all taxes, assessments, levies, dues and charges of every type or nature levied or assessed against the Property and any claim, lien or encumbrance against the Property which may be or become prior to this mortgage

3. To keep the improvements on the Property insured against loss or damage by fire, the perils against which insurance is afforded by extended coverage endorsement, and such other risks and perils as Mortgagee in its discretion may require. The policy or policies of such insurance shall be in the form in general use from time to time in the locality in which the Property is situated, shall be in an amount no less than the sum of the unpaid balance of all mortgages having priority over this mortgage and the amount of the Credit Limit, shall be issued by a company or companies selected by Mortgagor and acceptable to Mortgagee, and shall contain a Standard Mortgage Clause in favor of Mortgagee. Whenever required by Mortgagee, such policies, and abstracts and other title evidence, shall be delivered immediately to and held by Mortgagee. Any and all amounts received by Mortgagee under any of such policies may be applied by Mortgagee on the indebtedness secured hereby in such manner as Mortgagee may, in its sole discretion, elect or, at the option of Mortgagee, the entire amount so received or any part thereof may be released to the Mortgagor to be used to restore the improvements to their former condition. Upon foreclosure of this mortgage or other acquisition of the Property or any part thereof by Mortgagee, such policies, abstracts and title evidence shall become the absolute property of Mortgagee.

4. Mortgagor (a) will not remove or demolish nor alter the design or structural character of any building now or hereafter erected upon the Property unless Mortgagee shall first consent thereto in writing, (b) will maintain the Property and the improvements thereon in good condition and repair; (c) will not commit or suffer waste thereof; (d) will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property, and will not suffer or permit any violation thereof.

5. If Mortgagor fails to pay any claim, lien or encumbrance of any character which is or should become prior to this mortgage, or, when due, any tax or assessment or insurance premium, or fails to maintain the required insurance against loss of or damage to the Property, or fails to keep the Property in repair, or commits or permits waste, then Mortgagee, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may procure such insurance and such abstracts or other evidences of title as it deems necessary, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and for any of said purposes Mortgagee may advance such sums of money as it deems necessary. Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium, and of the amount necessary to be paid in satisfaction thereof. Any default of any nature in or under any such prior lien shall also be and constitute a default in and under this mortgage, at the option of Mortgagee.

6. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee pursuant to this mortgage, in order to protect the security, together with interest on each such advancement at the maximum fixed rate of interest which the Mortgagee may lawfully charge at the time of such advancement, and all such sums and interest thereon shall be secured hereby

7. Except to the extent prohibited by applicable law, if default be made in the payment of any installment of principal or interest of said Line of Credit or any part thereof when due, or in the payment, when due, of any Charges or any other sum secured hereby, or in the performance of any of the Mortgagor's obligations, covenants or agreements herein, or in the Agreement (or any renewals, extensions, or modification thereof), then and in any such event:

(a) All the indebtednesses and obligations secured hereby shall become and be immediately due and payable at the option of Mortgagee, without notice or demand, which are hereby expressly waived, and

(b) Mortgagee is hereby empowered and authorized to advertise the sale of said Property once a week for three consecutive weeks, giving notice of the time, place and terms of sale, in some newspaper published in the County or Counties in which the Property is situated, and to sell the same at the front or main court house door of the County where said Property or a substantial and material part thereof is located at public outcry to the highest and best bidder for cash, free from all homestead, dower, equity of redemption, and all other exemptions and redemptive rights of every kind, all of which are hereby expressly waived. Upon such sale, Mortgagee or its attorney or agent conducting the sale is hereby authorized to execute and deliver a deed of conveyance in fee of said Property to the purchaser or purchasers thereof, and to place the purchaser or purchasers in quiet and peaceful possession of said Property. The Mortgagee may become the purchaser at any such sale under this conveyance. Mortgagor further agrees, that, in case of any sale under this mortgage, he will at once surrender possession of said Property, and will from that moment become and be a tenant at will of purchaser, and removable by process, as upon a forcible and unlawful detainer, hereby agreeing to pay the said purchaser the reasonable rental value of said Property after said sale. In case of the sale of said Property under this mortgage, the proceeds shall be applied by Mortgagee as follows: First, to the payment of any and all sums Mortgagee may have expended or become liable for on account of the costs of litigation, attorney's fees, taxes, assessments, insurance premiums, or any advances made or expenses incurred on account of the Property, with interest thereon, Second, to the payment of the principal of said Line of Credit and any unpaid finance charge and any other fees and charges due thereon, together with reasonable attorney's fees, and then to any other indebtedness, liabilities, or obligations of the Mortgagor secured hereby, and Third, should there be any surplus, the Mortgagee will pay the same to the Mortgagor or to such person as may be legally entitled thereto, upon delivery and surrender to the purchaser of possession of the Property sold, less the expense, if any, of obtaining possession. Should there be any deficiency, Mortgagor shall remain obligated to pay the same and shall be subject to immediate suit thereon

(c) Irrespective of whether Mortgagee accelerates the maturity of all indebtedness secured hereby, Mortgagee, without notice, except such notice as is required by law and cannot be waived, may enter upon and take possession of the Property or any part thereof, and perform any acts (including the right to rent any part or all of the Property), which Mortgagee deems necessary or proper to conserve the Property, and may collect and receive all rents, issues and profits thereof, including those past due as well as those accruing thereafter. Mortgagee shall be entitled also to have a receiver appointed to enter and take possession of the Property, collect the rents and profits therefrom, and apply the same as the court may direct. Mortgagee or the receiver may also take possession of, and for these purposes use, any and all personal property contained in the Property and used by Mortgagor in the rental or leasing thereof or any part thereof. The expense (including but not limited to receiver's fees, attorney's fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby. After payment of all costs and expenses incurred, Mortgagee shall pay to Mortgagee all rents collected on the indebtedness secured hereby in such order as Mortgagee determines. The right to enter and take possession of said Property, to manage and operate the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be in addition to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issues and profits actually received by Mortgagee.

8. Mortgagee shall have, in its discretion, authority to employ all proper agents and attorneys in the conducting of any sale made pursuant to the terms hereof and pay for such services rendered out of the proceeds of the sale of the Property, should any be realized; and if no sale is made, then Mortgagor hereby undertakes and agrees to pay the cost of such services rendered to said Mortgagee.

9. If Mortgagee shall be made a party to or shall intervene in any action or proceeding affecting the Property or the title thereto or the interest of Mortgagee under this mortgage, or if Mortgagee employs an attorney to collect any or all of the indebtedness secured hereby or to foreclosure this mortgage by judicial proceedings, or under the power of sale herein contained, Mortgagee shall be reimbursed by Mortgagor, immediately and without demand, for all reasonable costs, charges and attorney's fees incurred by it in any such case, and the same shall be secured hereby as a further charge and lien upon the Property.

10. If the indebtedness secured hereby is now or hereafter further secured by other mortgages, chattel mortgages, deeds of trust, security agreements, pledges, contracts of guaranty, assignments of leases, or other security, Mortgagee may at its option exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as it may determine. The exercise of any rights under any of said security documents shall not constitute a release or a waiver of any other security documents.

11. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. No failure of Mortgagee to exercise any option herein given to declare the maturity of the debt hereby secured, no forbearance by Mortgagee after the exercise of such option and no withdrawal or abandonment of foreclosure proceedings by Mortgagee after the exercise of such option shall be taken or construed as a waiver of its rights to exercise such option to declare such maturity by reason of any past, present or future default on the part of Mortgagor, and, in like manner, the procurement of insurance or the payment of taxes or other liens, debts or charges by Mortgagee shall not be taken or construed as a waiver of its rights to declare the maturity of the indebtedness hereby secured by reason of the failure of Mortgagor to procure such insurance or to pay such taxes, debts, liens or charges.

12. Without affecting the liability of Mortgagor or any other person (except any person expressly released in writing) for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may, at any time and from time to time, either before or after maturity of said Line of Credit, and without notice or consent:

(a) Release any person liable for payment of all or part of the indebtedness or for the performance of any obligation.

(b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof.

(c) Exercise or refrain from exercising or waive any right Mortgagee may have.

(d) Accept additional security of any kind.

(e) Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the Property herein described.

13. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

14. When all the indebtedness secured hereby has been paid and all the agreements herein mentioned have been faithfully performed, and the Line of Credit has been terminated as provided in the Agreement, then this conveyance shall cease and become null and void, and release or satisfaction thereof shall be made at the proper cost of Mortgagor, provided, however, that this mortgage shall remain in full force and effect for the duration of any commitment to make advances, incur obligations, or otherwise give value made by the Mortgagee to the Mortgagor.

15. If required by Mortgagee, commencing on the first day of the first month next following the date of this instrument, or commencing on the first day of the first month next following Mortgagee's demand to do so, Mortgagor will make monthly deposits with Mortgagee in a non-interest bearing account, together with and in addition to interest and principal, of a sum equal to one twelfth (1/12th) of the yearly taxes and assessments which may be levied against the Property and one-twelfth (1/12th) of the yearly premiums for insurance, required under this mortgage, or required under the Agreement. The amount of such taxes, assessments, and premiums, when unknown, shall be estimated by Mortgagee. Such deposits shall be used by Mortgagee to pay such taxes, assessments, and premiums, when due. Any insufficiency of such account to pay such charges when due shall be paid by Mortgagor to Mortgagee on demand. If, by reason of any default by Mortgagor under any provision of this mortgage, the Mortgagee declares all sums secured hereby to become due and payable, Mortgagee may then apply any funds in said account against the entire indebtedness secured hereby. The enforceability of the covenants relating to taxes, assessments, and insurance premiums herein otherwise provided shall not be affected except insofar as those obligations have been met by compliance with this paragraph. Mortgagee may, from time to time, at its option, waive, and after any such waiver reinstate, any or all provisions hereof requiring such deposit, by notice to Mortgagor in writing. While any such waiver is in effect, Mortgagor shall pay taxes, assessments, and insurance premiums as elsewhere herein provided. premiums as elsewhere herein provided.

16. If, without the prior written consent of the Mortgagee, Mortgagor or any of Mortgagor's successors in title should convey the Property, or any interest therein, to any other party, or should a creditor, receiver, or trustee in bankruptcy obtain any interest in the Property, or should any party obtain an interest by attachment or sale in accordance with the orders of any court of competent jurisdiction by any means other than inheritance or devise, the entire principal balance of the indebtednesses and obligations secured hereby, together with interest accrued thereon, shall, at the absolute option of the Mortgagee (unless prohibited by applicable law), be and become immediately due and payable for all purposes.

17. Mortgagee has not consented, and will not consent, to any contract or to any work or to the furnishing of any materials which might be deemed to create a lien or liens superior to the lien of this instrument, either under Section 35-11-210 et seq. of the Code of Alabama, or otherwise.

18. If any provision hereof shall be construed to be invalid or unenforceable, the remaining provisions hereof shall not be affected by such invalidity or unenforceability. Each term and provision shall, however, be valid and be enforced to the fullest extent permitted by applicable law.

19. The covenants and agreements herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, as the context may require.

20. Any Mortgagor who co-signs this mortgage, but does not execute the Agreement, (a) is co-signing this mortgage only to grant and convey that Mortgagor's interest in the Property to Mortgagee under the terms of this mortgage, (b) is not personally liable under the Agreement or this mortgage, and (c) agrees that Mortgagee and any other Mortgagor hereunder may agree to extend, modify, forbear or make any other accommodations with regard to the terms of this mortgage or the Agreement, without that Mortgagor's consent and without releasing that Mortgagor or impairing the lien of this mortgage as to that Mortgagor's interest in the Property

21. In the event of any conflict between the provisions hereof and those of the Agreement, the provisions of the Agreement shall prevail, except as required by mandatory provisions of law, and except that the validity and perfection of the lien and security interests created hereby, and the remedies provided herein, including, without limitation, the power of sale granted to the Mortgagee herein, shall be governed by this mortgage. The validity and enforceability of this mortgage as a conveyance of the Property with power of sale shall be governed by the laws of Alabama.

IN WITNESS WHEREOF, Mortgagor has hereunto set his hand and seal on the day and year first above written.

Janie L. Fayette (SEAL)
JANIE L. FAYETTE

(SEAL)

ACKNOWLEDGEMENT

THE STATE OF ALABAMA
Jefferson COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that
JANIE L. FAYETTE

whose name t y signed to the foregoing conveyance and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, the y executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12 day of December, 19 97

My Commission Expires: 3/13/98

(Notarial Seal)

Cynthia L. Beck
Notary Public

THE STATE OF ALABAMA
COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that

whose name signed to the foregoing conveyance and who known to me, acknowledged before me that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this day of , 19

My Commission Expires:

(Notarial Seal)

Notary Public

MAXIMUM PRINCIPAL INDEBTEDNESS FOR ALABAMA RECORDING TAX PURPOSES IS $ 15,000.00

ALABAMA REAL ESTATE MORTGAGE
(Home Equity Line of Credit)

FROM

TO

FIRST TENNESSEE BANK
NATIONAL ASSOCIATION

Please Return to:

EXHIBIT "A"

LOT 19, ACCORDING TO THE SURVEY OF TIMBERLEAF TOWNHOMES, AS RECORDED IN MAP BOOK 21, PAGE 31, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED TO JANIE L. FAYETTE BY DEED DATED 5-14-97 AND RECORDED IN INSTRUMENT #1997-17596 WITH THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

1997-42001

12/29/1997-42001
01:18 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 41.00