

COOSA PINES FEDERAL CREDIT UNION
HIGHWAY 235
COOSA PINES, ALABAMA 35044

20041116000627750 Pg 1/3 19.00
Shelby Cnty Judge of Probate, AL
11/16/2004 08:20:00 FILED/CERTIFIED

NOTICE: THIS MORTGAGE SECURES AN OPEN-END CREDIT PLAN WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE ANNUAL PERCENTAGE RATE. INCREASES IN THE ANNUAL PERCENTAGE RATE MAY RESULT IN INCREASED MINIMUM MONTHLY PAYMENTS AND INCREASED FINANCE CHARGES. DECREASES IN THE ANNUAL PERCENTAGE RATE MAY RESULT IN LOWER MINIMUM MONTHLY PAYMENTS AND LOWER FINANCE CHARGES.

THIS IS A FUTURE ADVANCE MORTGAGE AND THE PROCEEDS OF THE OPEN-END CREDIT PLAN SECURED BY THIS MORTGAGE WILL BE ADVANCED BY THE MORTGAGEE UNDER THE TERMS OF A CREDIT AGREEMENT BETWEEN THE MORTGAGEE AND THE BORROWER NAMED HEREIN.

STATE OF ALABAMA
COUNTY OF Shelby

ADJUSTABLE-RATE LINE OF CREDIT MORTGAGE

THIS INDENTURE is made and entered into this 8th day of November, XX2004 by and between Michael A. Bierlair and wife, Marlene J. Bierlair (hereinafter called the "Mortgagor," whether one or more) and COOSA PINES FEDERAL CREDIT UNION, (hereinafter called the "Mortgagee").

RECITALS

A. **THE SECURED LINE OF CREDIT.** The 'Mortgagor,' (hereinafter called the 'Borrower,' whether one or more) are now and may become in the future justly indebted to the Mortgagee in the maximum principal amount of Twenty Thousand and No/100ths

Dollars (\$ 20,000.00) stated (the 'credit limit').

Pursuant to a certain open-end line of credit established by the Mortgagee for the Borrower under an Agreement entitled Home Equity Line of Credit Agreement and Disclosure Statement executed by the Borrower in favor of the Mortgagee, dated November 8, 2004 (the 'credit agreement'). The Credit Agreement provides for an open-end credit plan pursuant to which the Borrower may borrow and repay, and re-borrow and repay, amounts from the Mortgagee up to a maximum principal amount at any one time outstanding not exceeding the credit limit.

B. **RATE AND PAYMENT CHANGES.** The Credit Agreement provides for finance charges to be computed on the unpaid balance outstanding from time to time under the Credit Agreement at an adjustable annual percentage rate. The annual percentage rate may be increased or decreased based on changes in an Index.

C. **MATURITY DATE.** If not sooner terminated as set forth therein, the Credit Agreement will terminate fifteen (15) years from the date of the Credit Agreement, and all sums payable thereunder (including without limitation principal, interest, expenses and charges) shall become due and payable in full.

AGREEMENT

NOW, THEREFORE, in consideration of the Agreement and in order to secure the payment of all advances now or hereafter made to or at the request of the Borrowers named above, or, if more than one Borrower is named, all advances now or hereafter made to or at the request of any one or more of the Borrowers, the payment of all interest and finance charges on such advances whenever incurred, the payment and performance of all obligations of the Borrowers under the Credit Agreement, and compliance with all covenants and stipulations hereinafter contained, the undersigned Mortgagors do hereby assign, grant, bargain, sell and convey unto Mortgagee the following described real property situated in Shelby County, State of Alabama, viz:

Lot 11, according to the Revised Final Plat of Ashton Woods, Phase Two, as recorded in Map Book 29 page 92 in the Office of the Judge of Probate of Shelby County, Alabama.

Marlene J. Bierlair and Christy J. Bierlair are one and the same person.

together with all rents and other revenues thereof and all rights, privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire, and intrusion detection devices, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the 'mortgaged property.'

TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever.

(Complete if applicable:)

This mortgage is junior and subordinate to that certain mortgage dated December 16, 2002, and recorded in ** Volume 20021220000638890, at Page 20021220000638890 in the Probate Office of Shelby County, Alabama. **Inst. 20021220000638890

The Mortgagor hereby authorizes the holder of a prior mortgage encumbering the mortgaged property, if any, to disclose to the Mortgagee the following information: (1) the amount of indebtedness secured by such mortgage; (2) the amount of such indebtedness that is unpaid; (3) whether any amount owed on such indebtedness is or has been in arrears; (4) whether there is or has been any default with respect to such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby which the Mortgagee may request from time to time.

If this Mortgage is subordinate to a prior mortgage, the Mortgagor expressly agrees that if default should be made in the payment of principal, interest or any other sum payable under the terms and provisions of such prior mortgage, or if any other event of default (or event which upon the giving of notice or lapse of time, or both, would constitute an event of default) should occur thereunder, the Mortgagee may, but shall not be obligated to, cure such default, without notice to anyone, by paying whatever amounts may be due, or taking whatever other actions may be required, under the terms of such prior mortgage so as to put the same in good standing.

For the purpose of further securing the paymet of such indebtedness Mortgagors warrant, covenant and agree with Mortgagee, its successors and assigns, as follows:

1. That they are lawfully seized in fee simple and possessed of the mortgaged property and have a good right to convey the same as aforesaid, that they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

(Continued on Reverse)

IN WITNESS WHEREOF, each of the undersigned has hereunto set his or her signature and seal this 8th day of November, 2004.

Michael A. Bierlair (SEAL)
Borrower Michael A. Bierlair
Borrower

Marlene J. Bierlair (SEAL)
Borrower Marlene J. Bierlair
Borrower

STATE OF ALABAMA
COUNTY OF Shelby

Before me, the undersigned authority, in and for said County in said State, personally appeared Michael A. Bierlair and wife, Marlene J. Bierlair, whose name(s) is/are signed to the foregoing instrument and who is/are known to me and who acknowledged before me on this day that being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 8th day of November, 2004.

[Signature]
Notary Public

THIS INSTRUMENT PREPARED BY:

2. That they will pay all taxes, assessments, or other liens taking priority over this mortgage when imposed upon the mortgaged property, and should default be made in the payment of the same, or any part thereof, Mortgagee may pay the same (but Mortgagee is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagors shall perform all of Mortgagors' obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Should Mortgagors default in any of such obligations, Mortgagee may perform Mortgagors' obligations (but Mortgagee is not obligated to do so).

3. That they will keep the buildings on the mortgaged property continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Mortgagee against loss by fire (including so-called extended coverage), wind and such other hazards (including flood and water damage) as Mortgagee may specify from time to time, with loss, if any, payable to Mortgagee, and will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and will pay the premiums therefor as the same become due. Mortgagors shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Mortgagors or through an existing policy. Mortgagee may, for reasonable cause, refuse to accept any policy of insurance obtained by Mortgagors. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damage to the mortgaged property obtained by Mortgagors. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damage to the mortgaged property from any cause whatsoever. If Mortgagors fail to keep said property insured as above specified, Mortgagee may insure said property (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind or other hazards for the benefit of Mortgagee or for the benefit of Mortgagee alone, at Mortgagee's election. The proceeds of such insurance shall be paid by the insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Mortgagors any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Said insurance proceeds, if collected, may be credited on the indebtedness secured by this mortgage, less costs of collection, or may be used in repairing or reconstructing the premises on the mortgaged property, at Mortgagee's election. Any application of the insurance proceeds to repairing or reconstructing premises on the mortgaged property shall not extend or postpone the due date of any installment payments of the indebtedness hereby secured or reduce the amount of such installments.

4. That subject to the rights of the holder of the prior mortgage, if any, set forth above, the Mortgagor hereby assigns and pledges to the Mortgagee the following property, rights, claims, rents, profits, issues and revenues:

A. All rents, profits, issues, and revenues of the mortgaged property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues;

B. All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the mortgaged property, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments made for the voluntary sale of the mortgaged property, or any part thereof, in lieu of the exercise of power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgagor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, after the payment of all the Mortgagee's expenses, including court costs and attorneys' fees, on the debt in such manner as the Mortgagee elects, or, at the Mortgagee's option the entire amount or any part thereof so received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the mortgaged property.

5. That they will take good care of the mortgaged property and will not commit or permit any waste thereon or thereof, and that they will keep the same repaired and at all times will maintain the same in as good condition as it now is, reasonable wear and tear alone excepted. If Mortgagors fail to make repairs to the mortgaged property, Mortgagee may make such repairs at Mortgagors' expense (but Mortgagee is not obligated to do so). Mortgagee, its agents and employees, may enter the mortgaged property and any improvements thereon at any reasonable time for the purpose of inspecting or repairing such improvements.

6. That all amounts expended by Mortgagee for insurance or for the payment of taxes or assessments or to discharge liens on the mortgaged property or other obligations of Mortgagors or to make repairs to the mortgaged property or any improvements thereon shall become a debt due Mortgagee, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on advances under the Agreement, or if the rate specified would be unlawful, at the rate of 8% per annum from the date of payment by Mortgagee, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Mortgagors to reimburse Mortgagee for all amounts so expended, at the election of Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and may foreclose this mortgage as hereinafter provided or as provided by law.

7. That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments or obligations by Mortgagee shall not be taken or deemed as a waiver of the right to accelerate the maturity of the indebtedness hereby secured by reason of the failure of Mortgagors to procure such insurance or to pay such taxes, liens, assessments or obligations, it being agreed by Mortgagors that no terms or conditions contained in this mortgage can be waived, altered or changed except by a writing signed by Mortgagee.

8. That those Mortgagors who are obligated to pay the indebtedness hereby secured will well and truly pay and discharge such indebtedness as it shall become due and payable, whether such indebtedness is now owed or hereafter incurred.

9. That if default shall be made in the payment of any of the indebtedness hereby secured, or in the performance of any of the terms or conditions of this mortgage, Mortgagee may proceed to collect the rent, income and profits from the mortgaged property, either with or without the appointment of a receiver (to which appointment Mortgagors hereby consent), and Mortgagee may notify the lessees or other payors thereof to make payment directly to Mortgagee. Any rents, income and profits collected by Mortgagee prior to foreclosure of this mortgage, less the costs of collecting the same, including any real estate or property management commissions and attorney's fees incurred, shall be credited first to advances made by Mortgagee and the interest thereon, then to interest due on the indebtedness hereby secured, and the remainder, if any, shall be applied toward the payment of the principal sum hereby secured.

10. That if possession of the mortgaged property is allowed to remain in any other person or entity to the exclusion of Mortgagors for a period of one year or more, or if all or any part of the mortgaged property or any interest therein is sold, assigned, transferred or conveyed by Mortgagors, or any of them, without Mortgagee's prior written consent, excluding only, (a) the creation of a purchase money security interest for household appliances, (b) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of one year or less (including all mandatory or optional renewal periods) not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all indebtedness secured by this mortgage to be due and payable immediately with or without notice to Mortgagors. Mortgagee may condition its consent to any such transfer of possession of, or an interest in, the mortgaged property upon the transferee's agreeing to pay a greater rate of interest on all or any part of the indebtedness secured by this mortgage or to adjust the payment schedule of all or any part of the indebtedness secured by this mortgage, upon Mortgagee's approval of the creditworthiness of the transferee, and upon the transferee's payment to Mortgagor of a reasonable transfer or assumption fee. Upon breach by Mortgagors, or any of them, of the covenants herein contained, Mortgagee may, at its election, proceed to foreclose this mortgage as hereinafter provided or as provided by law.

11. That all the covenants and agreements of Mortgagors herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of the successors and assigns of Mortgagee.

12. That the provisions of this mortgage and the Agreement secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of such Agreements shall not affect the validity and enforceability of the other provisions of this mortgage or of such Agreements. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. A carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.

This mortgage shall continue in full force and effect until all of the indebtedness (including future advances) secured by this mortgage shall have been paid in full. Mortgagee shall have no further obligation to extend any credit to the Borrowers under the Agreement, and Mortgagee shall have executed and delivered to Mortgagors a release or satisfaction of this mortgage in recordable form, even though from time to time and for extended periods of time there may be no indebtedness owed to Mortgagee under the Agreement described above and no other indebtedness hereby secured, it being the intention of the Mortgagors that this mortgage and the title to the mortgaged premises hereby conveyed to Mortgagee shall remain in full force and effect and shall secure all indebtedness described above in this mortgage whether now owed or hereafter incurred at any time prior to termination of this mortgage by the means just described. Mortgagee agrees to execute and deliver to Mortgagors a release or satisfaction of this mortgage within a reasonable time after written demand therefor at any time there is no indebtedness secured by this mortgage and no obligation on the part of Mortgagee to extend any credit to the Borrowers under this Agreement. Upon termination of this mortgage by the means hereinabove described, the grant and conveyance herein made shall be and become null and void; but should default be made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof or should any interest or finance charge thereon remain unpaid at maturity or should default be made in the repayment of any sum expended by Mortgagee under the authority of any provision of this mortgage, or should the interest of Mortgagee in the mortgaged property become endangered by reason of the enforcement of any lien or encumbrances thereon, or should a petition to condemn any part of the mortgaged property be filed by any authority, person or entity having power of eminent domain, or should any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the indebtedness hereby secured or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged property shall be charged against the owner of this mortgage, or should at any time any of the covenants contained in this mortgage or in any Agreement secured hereby be declared invalid or unenforceable by any court of competent jurisdiction, or should Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this mortgage, subject to foreclosure at the option of Mortgagee, notice of the exercise of such option being hereby expressly waived by Mortgagors, and Mortgagee shall have the right to enter upon and take possession of the mortgaged property and after or without taking such possession to sell the same before the Courthouse door of the County (or the division thereof) where said property, or any substantial part of said property, is located, at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said County; and upon the payment of the purchase price, Mortgagee or the auctioneer at said sale is authorized to execute to the purchaser for and in the name of Mortgagors a good and sufficient deed to the property sold. Mortgagee shall apply the proceeds of said sale or sales under this mortgage as follows: First, to the expenses of advertising, selling and conveying, including a reasonable attorney's fee if the unpaid debt after default exceeds \$300.00; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment of the indebtedness hereby secured and interest and finance charges thereon in such order as Mortgagee may elect, whether such debts shall or shall not have fully matured at the date of said sale; and fourth, the balance, if any, to be paid over to Mortgagors or to whomsoever then appears of record to be the owner of Mortgagors' interest in said property. Mortgagee may bid and become the purchaser of the mortgaged property at any foreclosure sale hereunder. Mortgagors hereby waive any requirement that the mortgaged property be sold in separate tracts and agree that Mortgagee may, at its option, sell said property en masse regardless of the number of parcels hereby conveyed.

COOSA PINES FEDERAL CREDIT UNION HomeLine Credit Agreement Disclosure Statement

RETENTION OF INFORMATION: This disclosure contains important information about our HomeLine Credit Agreement. You should read it carefully and keep a copy for your records.

AVAILABILITY OF TERMS: All of the terms described below are subject to change. If any of these terms changes (other than your annual percentage rate) and you decide, as a result, not to enter into an agreement with us, you are entitled to a refund of any fees you paid to us or anyone else in connection with your application.

SECURITY INTEREST: We will take a mortgage on your home. You could lose your home if you don't meet the obligations in your agreement with us.

POSSIBLE ACTIONS: We can terminate your account, require you to pay us the entire outstanding balance in one payment, and charge you certain fees if:

- * You engage in fraud or material misrepresentation in connection with the line.
- * You do not meet the repayment terms.
- * Your action or inaction adversely affects the collateral or our rights in the collateral.

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We can refuse to make additional extensions of credit or reduce your credit limit if:

- * The value of the dwelling securing the line declines significantly below its appraised value for purposes of the line.
- * We reasonably believe you will not be able to meet the repayment requirements due to a material change in your financial circumstances.
- * You are in default of a material obligation in the agreement.
- * Government action prevents us from imposing the annual percentage rate provided for or impairs our security interest such that the value of the interest is less than 120 percent of the credit line.
- * A regulatory agency has notified us that continued advances would constitute an unsafe and unsound practice.
- * The maximum annual percentage rate is reached.

The initial agreement permits us to make certain changes to the terms of the agreement at specified times or upon the occurrence of specified events.

MINIMUM PAYMENT REQUIREMENTS: The length of the draw period is five years and may be renewed annually thereafter. The length of the repayment period is fifteen (15) years, including the five-year draw period. Payments will be due monthly. Your minimum payment will equal to 1.50% of the outstanding balance at the time of each advance. If the minimum payment will not repay the balance that is outstanding on your account by the maturity date, you will then be required to pay the entire balance in a single payment at maturity.

MINIMUM PAYMENT EXAMPLE: If you made only the minimum payments and took no other credit advances, it would take 77 months to payoff a credit advance of \$10,000.00 at an ANNUAL PERCENTAGE RATE of 4.50%. During that period, you would make 76 monthly payments of \$150.00.

FEES AND CHARGES: To open and maintain a line of credit, you must pay certain fees to third parties. These fees generally total between \$300.00 and \$800.00. If you ask, we will give you an itemization of the fees you will have to pay to third parties. The Credit Union may pay for some or all closing costs on your behalf. If your account reaches a zero balance and the line of credit is closed in the first 365 days from consummation, you must pay back to the Credit Union any closing costs which were paid on your behalf by the Credit Union. You must carry insurance on the property that secures this plan.

MINIMUM DRAW AND BALANCE REQUIREMENTS: The minimum Initial Advance is \$3,000.00. The minimum subsequent advance you can receive is \$100.00 or your remaining available credit, whichever is less.

TAX DEDUCTIBILITY: You should consult a tax advisor regarding the deductibility of interest and charges for the line.

VARIABLE RATE FEATURE: The plan has a variable rate feature, and the ANNUAL PERCENTAGE RATE (corresponding to the periodic rate) and the number of monthly payments can change as a result. Increases in the ANNUAL PERCENTAGE RATE will result in more monthly payments of the same amount. If there is still a balance due at maturity, you will then be required to pay the entire balance in a single payment at maturity. The ANNUAL PERCENTAGE RATE includes only interest and not other costs. The ANNUAL PERCENTAGE RATE is based on the value of an index. The index is the U.S. Treasury Department's One-Year Constant Maturity, and is published in the Wall Street Journal. To determine the ANNUAL PERCENTAGE RATE that will apply to your line, we add a margin to the value of the index. Ask us for the current index value, margin, discount and ANNUAL PERCENTAGE RATE. After you open a credit line, rate information will be provided on periodic statements that we send you.

RATE CHANGES: The ANNUAL PERCENTAGE RATE can change annually. Your interest rate cannot increase or decrease by more than 2.00% in any one-year period. Your interest rate cannot increase by more than 6.00% over the life of the loan. The maximum ANNUAL PERCENTAGE RATE that can apply is 6.00 above the initial rate or 15.00% , whichever is lower. The minimum ANNUAL PERCENTAGE RATE that can apply is 4.50%.

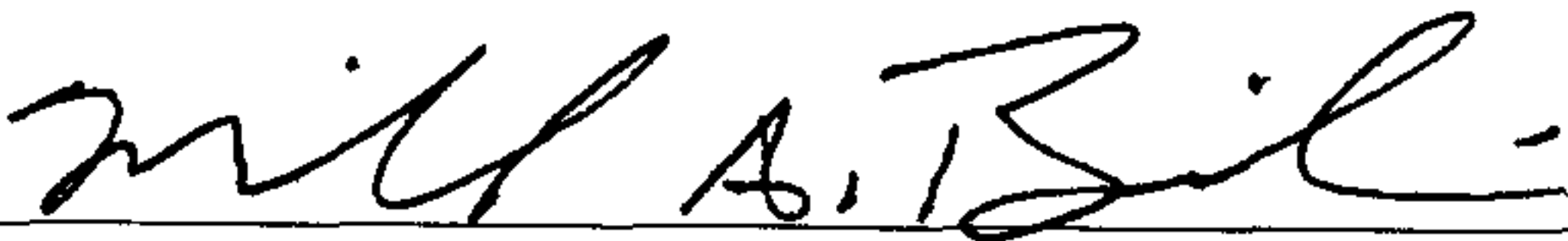
MAXIMUM RATE AND PAYMENT EXAMPLES: If you had an outstanding balance of \$10,000.00, the minimum payment at the maximum ANNUAL PERCENTAGE RATE of 15.00% would be \$150.00. This annual percentage rate could be reached as soon as the fourth change date.

HISTORICAL EXAMPLE: The following table shows how the ANNUAL PERCENTAGE RATE and the minimum payments for a single \$10,000.00 credit advance would have changed based on changes in the index over the last 15 years. The index values are from the first full week in January of each year, as shown in the Wall Street Journal. The table assumes that no additional credit advances were taken, that only the minimum payments were made, and that the rate remained constant during each year. It does not necessarily indicate how the index or your payments will change in the future.

Year	Index Rate	Margin*	ANNUAL PERCENTAGE RATE 	Minimum Monthly Payment
1989	9.11	4.75	13.86	\$150.00
1990	7.97	4.75	12.72	\$150.00
1991	6.71	4.75	11.46	\$150.00
1992	4.06	4.75	9.46	\$150.00
1993	3.60	4.75	8.35	\$150.00
1994	3.63	4.75	8.38	\$150.00
1995	7.12	4.75	10.38	\$150.00
1996	5.17	4.75	9.92	\$150.00
1997	5.61	4.75	10.36	\$150.00
1998	5.25	4.75	10.00	---
1999	4.55	4.75	9.30	---
2000	6.03	4.75	10.78	---
2001	4.79	4.75	9.54	---
2002	2.13	4.75	7.54	---
2003	1.41	4.75	6.16	---
2004	.95	4.75	5.75	---

* This is a margin we have used recently. YOUR MARGIN MAY BE DIFFERENT. Your actual margin will be based on your credit history, income and expense ratios and underwriting criteria.  The interest rate is rounded to the nearest ¼ of 1 percent.

I/we hereby acknowledge receipt of this disclosure statement on the 8th day of November, 2004, and a copy of the initial disclosure statement and a copy of the booklet "When Your Home Is On The Line: What You Should Know About Home Equity Lines of Credit" at application.


BORROWER Michael A. Bierlair


BORROWER Marlene J. Bierlair