

TENCO EMPLOYEES CREDIT UNION
P. O. Box 599
Fairfield, Alabama 35064

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September 10, 1984

Account No: 4782-2
Credit Limit: \$30,000.00

REAL ESTATE EQUITY LINE OF CREDIT AGREEMENT

This Agreement covers your Real Estate Equity Line of Credit Account ("Account") with us. It also covers the use of your Real Estate Line of Credit Drafts ("Special Draft") in connection with your Account. As used in this Agreement, the words "you", "your" and "yours" mean each person who signs this Agreement (sometimes referred to as Undersigned or Maker), and the words "we", "our" and "us" mean Tenco Employees Credit Union (sometimes referred to as Credit Union).

Section 1: Individual and Joint Responsibility. If more than one person signs this Agreement, your obligations and liabilities will be individual and joint. You agree that we are authorized to honor any Special Draft or other request for a loan or advance ("Advance") made by either of you, but in the event of conflicting requests, we may, at our opinion, refuse to honor any request not made by both of you.

Section 2: How Real Estate Equity Line of Credit Works. We will give you a supply of Special Drafts. You authorize us to use the signatures on this Agreement in order to identify the signatures on your Special Draft. You may use a Special Draft from time to time to obtain an Advance under your Account. A Special Draft drawn on your Account is a loan from us to you from the time it is posted to your Account, and you will owe us for the amount of the Special Draft plus any finance charge. Section 9 explains how the finance charge will be computed.

Section 3: Credit Limit. We have established a \$30,000.00 credit limit on your Account. The total amount you owe us must never exceed your credit limit without our permission. Under some circumstances, we may allow you to obtain Advances that will result in your exceeding your credit limit. If this happens, you agree to pay us any amounts over your credit limit immediately upon demand.

Section 4: Restrictions on Advances. In order to open your Account, you must obtain an initial Advance of at least \$5,000.00. Each Advance can be as large as you like, so long as it does not exceed your available credit (the difference between your credit limit and your outstanding Account balance). Unless your available credit is less than \$1,000.00, the smallest amount you can borrow at one time using your Special Drafts is \$1,000.00. In the event that your Account balance is less than \$5,000.00, any advance you obtain must be at least equal to the difference between your Account balance and \$5,000.00, but in no event less than \$1,000.00. This means that whenever you use one of your Special Drafts to obtain an Advance, you must make it out for at least \$1,000.00 (or the amount of your available credit, if less). You may get as many Advances as you want, provided that the total you owe does not exceed your credit limit. You agree that you will not use the proceeds of any Advance to finance or refinance the purchase of any dwelling that secures your Account.

Section 5: Minimum Balance. Unless you wish to terminate your Account, you agree that you will maintain a minimum balance in your Account of \$500.00. We may refuse to accept any payment (or any portion of any payment) that would reduce your balance below \$500.00 unless you have notified us in writing that you wish to terminate your Account. If you pay in full all amounts owing under your Account, then your Account will automatically terminate and we will have no further obligation to make any Advances against your Account.

Section 6: Promise to Pay. For value received and to be received, you agree to pay us the full amount of all Advances made under your Account, together with all finance charges and all other amounts, charges and fees that may be assessed against your Account, including, but not limited to any applicable late charges and reasonable attorneys' fees and court costs.

Section 7: Periodic Statements. We will send you a billing statement ("Periodic Statement") for each billing cycle at the end of which your Account has a debit or credit balance of more than \$1.00, or on which a finance charge has been imposed. Your Periodic Statement will show your Advances under your Account, any finance charge, and other charges, payments and credits for your Account. We will not send the Special Drafts to you after they are paid, but we will let you see copies of them if you need to. You agree to pay any charge that we may reasonably impose when providing you with copies of those Special Drafts you decide to keep. You should review the Periodic Statement carefully and must advise us in writing of any errors within sixty (60) days after we mail it to your last address shown on our records.

Tenco Employees C/U

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Section 8: Payments. When you receive your Periodic Statement, you may pay as much of the new balance (total amount owing) as you like so long as you maintain the required minimum balance discussed in Section 5. The least amount you may pay, however, is the "minimum payment due". For each \$1,000.00 or fraction of \$1,000.00, after each advance, your "minimum payment due" will be \$16.00. The amount of the "minimum payment due" will not be shown on your Periodic Statement. After each advance you will be provided coupons which will tell you the "minimum payment due". Your "minimum payment due" will remain this amount until the next subsequent advance. This means that your "minimum payment due" will remain the same for each billing period regardless of your outstanding Account balance and will only change in the event of a subsequent advance. Whatever you choose to pay, your payment must reach us no later than the "payment due date" shown on your Periodic Statement. You also agree to pay the "minimum payment due" for each billing period when due even though you may have previously paid amounts greatly in excess of the "minimum payment due".

Section 9: Finance Charge. The finance charge is computed at the Periodic Rate on any unpaid loan balance for the number of days the balance is outstanding and is applied at the time payment is made; the balance changes each time new amounts are advanced or other debits added, or when payments or other credits are subtracted. There is no "free-ride period" within which payments may be made in order to avoid finance charges completely.

A one-time origination fee of one (1%) percent of the total credit limit will be imposed on your account. This is a finance charge. This origination fee is payable upon opening your account.

Section 10: Variable Rate. The annual percentage rate (and daily periodic rate) on your Account will vary from month to month based upon increases and decreases in the Prime Rate which is the base rate on corporate loans at large United States money center commercial banks as published in the Wall Street Journal.

The annual percentage rate on your Account will be 3% above the average of the Prime Rate over the preceding calendar month rounded to the next highest whole number. Adjustments in the annual percentage rate (and the daily periodic rate) will take effect on the first day of each calendar month. Your Periodic Statement will reflect the annual percentage rate (and the daily periodic rate) in effect over the preceding billing cycle.

The annual percentage rate on your Account may increase if the average Prime Rate for the preceding calendar month increases. The rate will not increase more than once each calendar month. Any increase will take the form of increased finance charges.

The ANNUAL PERCENTAGE RATE on the date of this Agreement is 15.0 %. The daily periodic rate on the date of this Agreement is .041096 %.

Section 11: Late Charges. If any minimum payment due is late ten (10) days or more, you will be charged a Late charge equal to 5% of that portion of the minimum payment due which is not paid, but not less than \$.50 nor more than \$100.

Section 12: Security Interest. Your Account is secured by a mortgage of even date on certain real property located at 500 Cross Creek Trail
Pelham, Alabama 35124 in Shelby County, Alabama
(the "Mortgage"). Collateral securing other loans with us may also secure repayment of your Account. As further security you hereby pledge and convey to the Credit Union all paid shares and/or deposits and payments on shares and/or deposits which you now have or hereafter may have in this Credit Union, and you hereby authorize the Credit Union to apply any and all such paid shares and/or deposits and payments on shares and/or deposits to the payment of this indebtedness now owing or which may hereafter accrue. This pledge shall not apply to an Individual Retirement Account, Keough Plan or funds in an All Savers Certificate.

Section 13: Required Property Insurance. You are required under the Mortgage to maintain property damage insurance on the Real Property. You may obtain this insurance from anyone you want that is acceptable with us. If you should fail to maintain such insurance, we may obtain such insurance on your behalf and charge the premium as an Advance to your Account. You should refer to the Mortgage for other terms and conditions pertaining to your obligation to maintain property damage insurance.

Section 14: Real Estate Closing s. You agree to pay the following real estate closing costs in connection with the preparation, execution and recordation of the Mortgage:

	<u>Paid Separately by You</u>	<u>Advanced Under Your Account</u>
Recording fees and taxes	\$ 28.50	\$
Appraisals	\$ 125.00	\$
Property Insurance	\$	\$
Title Insurance	\$ 151.00	\$
Surveys	\$	\$
Credit Reports	\$ 18.50	\$
Attorneys fees	\$	\$
Origination Fee	\$ 300.00	\$
	\$	\$
Total paid separately by you	\$ 623.00	
Total to be charged to your Account		\$

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\$ means an estimate

Section 15: Rescission and Increases in Credit Limit. In the event the Mortgage securing your Account is on a consumer's principal dwelling, certain additional terms apply:

(a) You may be entitled to a 3-business day right to cancel under the Federal Truth in Lending Act and Regulation Z. If this is the case, we may refuse to allow you to obtain an Advance until this 3-business day right to cancel period is expired.

(b) The Mortgage will be initially limited to the credit limit established under your Account (plus finance charges, costs, attorneys' fees). Any Advances in excess of your established credit limit will not be secured by the Mortgage (unless your credit limit is subsequently increased).

(c) If you request an increase in your credit limit, you agree to sign any additional instruments that we require, to amend the Mortgage to secure the increased amounts and to pay any additional costs in connection with the preparation, execution and recording of any such instruments. Under such circumstances, you may be entitled to an additional 3-business day right to cancel, which will only affect our Mortgage to the extent it was amended to secure the additional Advances to you above your previous credit limit, until this additional right to cancel period has expired.

Section 16: Sale of Real Property. You agree to notify us if you enter into an agreement to sell, transfer ownership of or lease all or any part of the Real Property, or if all or any part of the Real Property is sold, transferred or leased without your consent or by operation of law. You further agree that upon the sale or transfer of all or any part of the Real Property we may, at our option, terminate your Account and declare the entire balance due and payable on demand.

Section 17: Updated Credit Information. You agree to immediately notify us if any adverse change in your credit or financial condition occurs. You further agree to provide us with such updated credit or financial information as we may request from time to time. If (a) you fail to provide us with any such information, or (b) upon review of any such information we determine that a change in circumstances has occurred that would materially adversely affect your ability to make any required minimum payment on your Account when due, then we may terminate your Account.

Section 18: Default and Cancellation. If any one or more of the following events of default occurs:

(a) you fail to comply with any of the terms of this Agreement, the Mortgage or any other agreement you may have with us,

(b) you fail to make a required minimum payment on your Account when it is due or you fail to pay any other amount you owe us when due,

(c) a petition for relief under any chapter of the Federal Bankruptcy Code shall be filed by or against you,

(d) you die,

(e) any attachment or garnishment procedure is started against you, the Real Estate or any of your other property,

(f) you made any false statements on your application for your Account,

(g) any change occurs in any laws, rules or regulations that we consider to adversely affect our interest in maintaining your Account, such as the expiration of the rescission provisions found in Section 125 of the Federal Truth in Lending Act,

(h) you terminate your Account, or

(i) we terminate your Account;

then we have no further obligation to make any Advances against your Account, and any balance outstanding shall, without notice or demand, at our option, become immediately due and payable. The unpaid principal balance of your Account will continue to bear interest (finance charges) after acceleration of maturity at the rate of 3 % per annum above the Prime Rate in effect from time to time until your Account is paid in full. Upon the occurrence of any event of default we may exercise any other right we have under this Agreement, the Mortgage or applicable law.

Section 19: Collection Costs. If we have to take steps to collect anything you owe us on your Account, you agree to pay all our costs and expenses of collection, including reasonable attorneys' fees and court costs.

Section 20: Stopping Payment on Special Drafts. If you want to stop payment on a Special Draft, you may do so by calling us at (205) 783-2407. You must tell us your Account Number, the party to whom you wrote the Special Draft and the date, number and amount of the Special Draft. If you do not contact us at least two (2) hours before we receive a Special Draft, we cannot stop payment on it.

Section 21: Lost or Stolen Drafts. You must notify us in writing within twenty-four (24) hours if your Special Drafts are lost, stolen, or used without your permission. We will not be responsible for any Special Drafts paid prior to the time we receive such notice.

Section 22: Changing this Agreement. We can change any of the terms of this Agreement (including the finance charge, annual percentage rate and terms of payment) at any time. We will mail a copy of any changes to the last address we have for you. The changes will become effective on the date we mail them unless we state otherwise. All changes will apply both to outstanding and new Advances and to the outstanding balance then in your Account unless we tell you otherwise. You may refuse to accept such changes by immediately terminating your Account as set forth in Section 25 below.

Section 23: Enforcing Our Rights. We can delay enforcing any of our rights under this Agreement without losing them. The fact that we waive our rights in one instance does not mean we will waive them in other instances. All our rights can be enforced against your heirs and legal representatives.

Section 24: No Assignment. You may not assign your Account.

Section 25: Termination of the Account. You may terminate your Account at any time by giving written notice to us. In the event your Account is terminated, the termination shall not relieve you of your obligation to pay us the amount you owe us, plus applicable finance charges. At our request, you will surrender any unused Special Drafts to us. You agree that your Account is valid for a period ending two (2) years from the last day of the calendar month in which the date of this Agreement falls (the "Anniversary Month") or the date of any reissuance, as applicable, at which time it will terminate automatically unless we reissue it. Your Account will be reissued on the last day of each 2-year Anniversary Month unless we give you prior written notice of termination. Your Account will in any event terminate twenty (20) years from the date of this Agreement.

Section 26: Notices. You agree to keep us informed of any change in your address. If we mail you a letter, notice or statement at the last address appearing in

your record [redacted] can assume that you have [redacted] it. If you send a notice [redacted] letter to us, it must be sent to us at the address shown on your Periodic Statement as the address to which questions about your statement should be sent.

Section 27: Governing Law. This Agreement will be governed and construed in accordance with the laws of Alabama. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

Section 28: Waiver of Exemption. You hereby waive as to this obligation, any advances and any renewal or extensions thereof, all rights of exemption you may have under the Constitution and laws of the State of Alabama, of any other state or of the United States as to personal property and as to real property.

Section 29: Signatures. By signing this Agreement, you acknowledge receipt of a copy of this Agreement and agree to be bound by all its terms and conditions.

James Michael Rice
Signature of Account Holder (Maker)

James Michael Rice [redacted]
Account Holder's Name Social Security No.

Karyl J. Rice
Signature of Co-Account Holder (Maker)

Karyl J. Rice [redacted]
Co-Account Holder's Name Social Security No.

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This Notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Statement

If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address listed on your statement. Write to us as soon as possible. We must hear from you not later than sixty (60) days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter give us the following information:

- (a) Your name and account number.
- (b) The dollar amount of the suspected error.
- (c) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your required minimum payment on your Account automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We
Receive Your Written Notice

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up the missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your statement was correct.

Reference: TENCO-1 through TENCO-6 (Control TENCO-7 on Tenco RE disk)

Mail To:

Tenco Employees Credit Union
P.O. Box 599
Fairfield, Al 35064

NO. [REDACTED] THIS MORTGAGE SECURES AN [REDACTED] CREDIT PLAN WHICH CONTAINS [REDACTED] PROVISION ALLOWING FOR CHANGES IN THE ANNUAL PERCENTAGE RATE. INCREASES IN THE ANNUAL PERCENTAGE RATE MAY RESULT IN AN INCREASED FINANCE CHARGE.

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

STATE OF ALABAMA)

Shelby COUNTY)

ADJUSTABLE-RATE LINE OF CREDIT MORTGAGE

THIS INDENTURE is made and entered into this 10th day of September, 19 84 by and between James Michael Rice and wife Karyl J. Rice (hereinafter called the "Mortgagor", whether one or more) and Tenco Employees Credit Union (hereinafter called the "Mortgagee").

Recitals

A. The Secured Line of Credit. James Michael Rice and wife Karyl J. Rice (hereinafter called the "Borrower", whether one or more) is (are) now or may become in the future justly indebted to the Mortgagee in the maximum principal amount of Thirty Thousand Dollars and 00/100-----Dollars (\$ 30,000.00) Dollars (the "Credit Limit") pursuant to a certain open-end line of credit established by the Mortgagee for the Borrower pursuant to an agreement entitled, "Real Estate Equity Line of Credit Agreement", dated September 10, 1984 (the "Credit Agreement"). The Credit Agreement provides for an open-end credit plan pursuant to which the Borrower may borrow and repay, and reborrow 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 each month based on changes in the Prime Rate. The Prime Rate is the base rate on corporate loans at large United States Money Center Commercial banks as published in the Wall Street Journal. The annual percentage rate charged under the Credit Agreement during each calendar month will be three (3%) percent per annum above the average Prime Rate in effect during the preceding calendar month rounder to the next highest whole number. The annual percentage rate on the date of this mortgage is 15.0%. The annual percentage rate will increase, effective on the first day of the following calendar month, if the average Prime Rate during any calendar month increases, and will decrease, effective on the first day of the following calendar month, if the average Prime Rate during any calendar month decreases. Any increase in the annual percentage rate may result in increased finance charges under the Credit Agreement.

C. Maturity Date. If not sooner terminated as set forth therein, the Credit Agreement will terminate twenty years from the date of this mortgage, and all sums payable thereunder (principal, interest, expenses and charges) shall become due and payable in full.

Agreement

NOW, THEREFORE, in consideration of the premises and to secure the payment of (a) all advances heretofore or from time to time hereafter made by the Mortgagee to the Borrower under the Credit Agreement, or any extension or renewal thereof, up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit; (b) all finance charges payable from time to time on said advances, or any part thereof; (c) all other charges, costs and expenses now or hereafter owing by the Borrower to the Mortgagee pursuant to the Credit Agreement, or any extension or renewal thereof; (d) all other indebtedness, obligations and liabilities now or hereafter owing by the Borrower to the Mortgagee under the Credit Agreement, or any extension or renewal thereof; and (e) all advances by the Mortgagee under the terms of this Mortgage (the aggregate amount of all such items described in (a) through (e) above being hereinafter collectively called "Debt") and the compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate, situated in Shelby County, Alabama (said real estate being hereinafter called "Real Estate"), to-wit:

Lot 1, Block 8, according to the Survey of Oak Mountain Estates,
Third Sector as recorded in Map Book 5, page 82 in the Probate
Office of Shelby County, Alabama.

Together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate and shall be conveyed by this mortgage.

TO HAVE AND TO HOLD the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgagor covenants with the Mortgagee that the Mortgagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, except the lien of current ad valorem taxes, the prior mortgage, if any, hereinafter described, and any and all encumbrances expressly set forth above; and the Mortgagor will warrant and forever defend the title to the Real Estate unto the Mortgagee, against the lawful claims of all persons, except as otherwise herein provided.

Nothing contained herein shall be construed as providing that this mortgage shall secure any advances by the Mortgagee to the Borrower under the Credit Agreement in a maximum principal amount at any one time outstanding in excess of the Credit Limit set forth above unless this mortgage shall have been amended to increase the Credit Limit by written instrument duly recorded in the probate office in which this mortgage is originally recorded.

This mortgage is junior and subordinate to that certain mortgage from James Michael Rice and wife Karyl J. Rice to City Federal Savings & Loan Assoc. dated and recorded in Volume 325, at page 159 in the Probate Office of Shelby County, Alabama (hereinafter called the "First Mortgage"). It is specifically agreed that in the event default should be made in the payment of principal, interest or any other sums payable under the terms and provisions of the First Mortgage, the Mortgagee shall have the right without notice to anyone, but shall not be obligated, to pay part or all of whatever amounts may be due under the terms of the First Mortgage, and any and all payments so made shall be added to the debt secured by this mortgage and the debt (including all such payments) shall be immediately due and payable at the option of the Mortgagee, and this mortgage shall be subject to foreclosure in all respects as provided by law and by the provisions hereof.

The Mortgagor hereby authorizes the holder of any prior mortgage encumbering the Real Estate 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 hereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby which the Mortgagee may request from time to time.

For the purpose of further securing the payment of the debt, the Mortgagor agrees to: (1) pay promptly when due all taxes, assessments, and other liens taking priority over this mortgage (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may pay the same; (2) keep the Real Estate continuously insured, in such manner and with such companies as may be satisfactory to the Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsements, with loss, if any, payable to the Mortgagee, as its interest may appear; such insurance to be in an amount at least equal to the full insurable value of the improvements located on the Real Estate unless the Mortgagee agrees in writing that such insurance may be in a lesser amount. Subject to the rights of the holder of the prior mortgage, if any, set forth above, the original insurance policy, and all replacements therefor, shall be delivered to and held by the Mortgagee until the debt is paid in full. The original insurance policy must provide that it may not be cancelled without the insurer giving at least fifteen days' prior written notice of such cancellation to the Mortgagee. 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, as further security for the payment of the debt, each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part thereof, together with all the right,

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title and interest of the Mortgagor in and to each and every such policy, including but not limited to all of the Mortgagor's right, title and interest in and to premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgagor fails to keep the Real Estate insured as specified above then, at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire debt due and payable and this mortgage subject to foreclosure, and this mortgage may be foreclosed as hereinafter provided; and, regardless of whether the Mortgagee declares the entire debt due and payable, the Mortgagee may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss, for its own benefit the proceeds from such insurance (less cost of collecting same), if collected, to be credited against the debt, or, at the election of the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate.

All amounts spent by the Mortgagee for insurance or for the payment of Liens or for the payment of any amounts under any prior mortgages shall become a debt due by the Mortgagor and at once payable, without demand upon or notices to the Mortgagor, and shall be included in the debt secured by the lien of this mortgage, and shall bear interest from the date of payment by the Mortgagee until paid at the rate of interest payable from time to time under the Credit Agreement, or such lesser rate as shall be the maximum permitted by law; and if any such amount is not paid in full immediately by the Mortgagor, then at the option of the Mortgagee, this mortgage shall be in default and subject to the immediate foreclosure in all respects as provided by law and by the provisions hereof.

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

1. All rents, profits, issues, and revenues of the Real Estate 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;

2. 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 Real Estate, 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 Real Estate, or any part thereof, in lieu of the exercise of the 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, appeal from, any such judgments or awards. The Mortgagee may apply all such sums 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 Real Estate.

The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they are, reasonable wear and tear excepted.

Notwithstanding any provision of this mortgage or the Credit Agreement, this mortgage shall be deemed to be in default and the Debt shall become immediately due and payable, at the option of the Mortgagee, upon the sale, lease, transfer, or mortgage by the Mortgagor of all or any part of, or all or any interest in, the Real Estate, including transfer of an interest by contract to sell.

The Mortgagee may make or cause to be made reasonable entries upon the inspections of the Real Estate, provided that the Mortgagee shall give the Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to the Mortgagee's interest in the Real Estate.

Except for any notice required under applicable law to be given in another manner, any notice under this mortgage (a) may be given to the Mortgagor (if the same party as the Borrower) in the manner set forth in the Credit Agreement; (b) may be given to any other Mortgagor by delivering such notice to the Mortgagor (or any one of them if more than one) or by mailing such notice by first class mail addressed to the Mortgagor at any address on our records or at such other address as the Mortgagor shall designate by notice to the Mortgagee as provided herein; and (c) shall be given to the Mortgagee by first class mail to the Mortgagee's address stated herein or to such other address as the Mortgagee may designate by notice to the Mortgagor as provided herein. Any notice under this mortgage shall be deemed to have been given to the Borrower, the Mortgagor or the Mortgagee when given in the manner designated herein.

The Mortgagor shall comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit develop-

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