

The undersigned Ronald J. Proctor and wife, Rosemary Proctor

(Herein "Borrower"). This 6th day of June, 19 85, in consideration of and as an inducement to Boston Safe Deposit and Trust Company

(Herein "Lender"), simultaneously herewith making to Borrower a Loan in the principal amount of \$ 112,500.00 evidenced by Borrower's Note of even date herewith in favor of Lender in the principal amount of said loan and secured by a Deed to Secure Debt (herein "Deed") simultaneously herewith executed by Borrower conveying the property known as 2444 Cuchura Drive, Birmingham, Alabama 35244 (Property Address)

(A more specific description of property is attached hereto as Exhibit "A" and is incorporated herein by reference), does hereby specifically covenant, agree and acknowledge that the Deed:

1. Gives the Lender a private Power of Sale which Lender may exercise upon default by the Borrower without the necessity for Lender to obtain a prior judicial hearing (although Borrower may obtain such a judicial hearing to prevent a wrongful foreclosure).
2. Requires Lender to mail (by Certified Mail to Borrower at property address states above) a Notice of Default and a copy of a Notice of Sale in Case of Default, acceleration of the Debt and Foreclosure through Power of Sale and further provides that Lender will give Notice of Sale by public advertisement as required by Georgia Law. For the purpose of satisfying the provisions of Paragraph 18 of the Deed requiring the Lender to "Give Notice of Sale by Public Advertisement for the time and in the manner prescribed by applicable law," Borrower covenants and agrees that advertisement by Lender as to the time, place and terms of the sale once a week for four (4) weeks immediately preceding such sale, but without regard to the number of days, in a newspaper published in the county in which such above property is located or in a newspaper in which Sheriff's advertisement for such county are published, shall be sufficient to fully comply with the said provisions of Paragraph 18 of the Deed.

Borrower further covenants and agrees:

3. That except for the Notice of Default and the Notice of Foreclosure through Power of Sale as provided in the Deed and as agreed to by Borrower in Paragraph 2 hereinabove, Borrower waives any other rights which Borrower may have under the Fifth and Fourteenth Amendments to the Constitution of the United States, the various provisions of the Constitutions for the several states or by reason of any other applicable law, to additional notices and to judicial hearing prior to any foreclosure through Power of Sale by Lender.
4. That Lender is not required to provide a judicial or other hearing prior to acceleration of the Note of Foreclosure by Power of Sale under the Deed, and that Borrower agrees to seek a judicial hearing at Borrower's initiative if Borrower believes Lender is foreclosing wrongfully.
5. That Borrower has read this agreement, The Deed and the Note it secures, including the provisions therein regarding Default, Acceleration and Foreclosure, and that all questions of Borrower regarding the legal effect of said Deed and this agreement and the provisions thereof have been explained fully to Borrower and Borrower has been afforded an opportunity to consult counsel of Borrower's choice prior to the execution by Borrower of the Deed, the Note and this agreement.
6. That Borrower's execution of Said Deed, This Agreement and Note and Borrower's acceptance of the terms thereof is done knowingly, intentionally, and willingly by Borrower as part of a bargained for Loan Transaction.
7. That Lender, its successors and assigns, may rely upon the terms and provisions of this Agreement in making the aforesaid loan to Borrower, in disbursing the proceeds thereof and in enforcing the provisions of the Note and the Deed to Secure Debt.

In Witness whereof, Borrower, having read and agreed to the Foregoing terms and provisions, has hereunto affixed his hand and seal the day and year first above written.

Signed, Sealed and Delivered

In the Presence Of:

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

JUN 13 AM 10:55

JUDGE OF PROBATE

Notary Public

My Commission Expires November 9, 1985

Ronald J. Proctor (SEAL)  
Borrower  
Rosemary Proctor (SEAL)  
Borrower  
Rec. 250  
Ind. 100  
350

CLOSING ATTORNEY'S AFFIDAVIT

Before the undersigned attesting officer personally appeared the undersigned closing attorney, who having been first duly sworn according to law states under oath as follows:

In closing the above loan, but prior to execution of the Deed to Secure Debt and "Waiver of Borrower's Rights" by the Borrower(s), I reviewed with and explained to the Borrower(s) the terms and provisions of the Deed to Secure Debt and particularly the provisions thereof authorizing the Lender to sell the secured property by a nonjudicial foreclosure under a power of sale, together with the "Waiver of Borrower's Rights" and informed the Borrower(s) of Borrower's rights under the Constitution of the State of Georgia and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence of a knowing, intentional and willing contractual waiver by Borrower(s) of Borrower's rights. After said review with and explanation to Borrower(s), Borrower(s) executed the Deed to Secure Debt and "Waiver of Borrower's Rights."

Based on said review with and explanation to the Borrower(s), it is my opinion that Borrower(s) knowingly, intentionally and willingly executed the waiver of Borrower's constitutional rights to notice and judicial hearing prior to any such nonjudicial foreclosure.

Sworn to and subscribed before me  
this 6th day of June,  
19 85

Notary Public

Closing Attorney