(American Hendert), inimitaneously herewith making to Borrower a Loan in the principal amount of \$\frac{112}{500.00}\$ (American Hendert), inimitaneously herewith making to Borrower a Loan in the principal amount of said loan and secured by a Deed Secure Debt (herein "Deed") amultaneously herewith executed by Borrower conveying the property known as \$\frac{20}{2044}\$. Cuchtura Drive. Birmingham. Alabama \$\frac{35}{2044}\$. Cuchtura Drive. Birmingham	Lieuwen de la Company de la Co	e, Rosemary Proctor  ne 1985 in consideration of and as an
contents by Borrower's Note of even date herewith in favor of Lender in the principal amount of said ions and secured by a Descuere Debt (figures "Deed") synthesis and the principal amount of said ions and secured by a Descuere Debt (figures "Deed") synthesis and the principal synthesis and the principal synthesis and the principal synthesis and the principal synthesis 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 necresity 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 agese that advertisement for the time and in the manner prescribed by applicable law." Borrower covenants and agese that advertisement for such country are published, shall be sufficient to fully comply with the sald provisions of Paragraph 18 of the Deed and as agreed to the number of days, in a newspaper published in the country is which scale above property is located or in a newspaper in which Shriff's advertisement for such country are published, shall be sufficient to fully comply with the sald provisions of Paragraph 18 of the Deed.  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 hearinghous property is a provision of the Note of Sale days the provision school of the Deed, the Sale and the L	nducement to Boston Safe Deposit and Trust	t Company
A more specific description of property is attached hereto as Exhibit "A" and is incorporated herein by reference), does her precifically covenant, agree and acknowledge that the Deed.  I. Gives the Lander a private Power of Sale which Lender may exercise upon default by the Borrower without the necessity for Lander 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 Coorgia Law. For the purpose of satisfying the provisions of Paragraph 18 of the Deed requiring the Lander to 'Circ Notice of Sale by Public Advertisement for the time and in the amaneur prescribed by applicable law.' Borrower's Notice of Sale by Public Advertisement for the Line and in the amaneur prescribed by applicable law.' Borrower's expect to the time, place and terms of the sale once a week for four (4 weeks immediately preceding activate, but without regard to the number of days, in a merupaper published, shall be sufficient to fully comply with the sale provision of Paragraph 18 of the Deed.  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 hereinshows. Borrower waives any other rights which Borrower may have under the Fifth and Fourtestates or by reason of any other applicable law, to additional notices and to judicial hearing prior to activate the secondary Provides a judicial to other hearing prior to acceleration of the Note of Sale bunder. The Deed, and that Borrower agreement.  Borrower is execution of Said Deed, This Agreement and Note and Borrower's acceptance of the terms thereof is done knowingly, intentionation thereof has pres	videnced by Borrower's Note of even date herewith in favor of Le ecure Debt (herein "Deed") simultaneously herewith executed by !	Inder in the principal amount of said loan and secured by a Deed to Borrower conveying the property known as
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 Ceorgia Law. For the purpose statistying the provisions of Paragraph 18 of the Debt arquing the Lender to "Give Notice of Sale by Public Advertisement for the time and in the mainter prescribed by applicable law." Borrower covenants and agrees that advertisement for such county in which such above property is located or in a newspaper in which Sheeff'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 covenints 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 harenabova, Borrower waives any other rights which Borrower may have under the Fifth and Fourteenth Amendments to the Constitution of the United States, the vanous provision of the Constitutions for the several states or by reason of any other applicable law, to additional notices and to yudicial hearing stor 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 by New of Sale by Lender.  5. That Borrower's execution on Sald Deed, This Agreement and Note and Borrower's acceptance of the Lender is successors and assigns, may rely upon the terms and provisions of this Dead to Secure Debt and particular provisions of the Note and the Dee	A more specific description of property is attached hereto as E	Land the second of the second
2. Requirer Lander to mail (by Certified Mail to Borrower at property address states abowe) a Notice of Default and a copy of a Notice of Sale in Case of Default, acceleration of the Deta entropy flower 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 engaging the Lender to 'Give Notice of Sale by Public Advertisement for the time and in the mointer prescribed by applicable law." Borrower covenants and agrees the sale once a week for four (4) weeks unmediately 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 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 Dewer 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 and Borrower and Borrower has been afforded an apportant of the provisions thereof have been explained fully to Borrower and Borrower's making the aforessal long the provisions of the Note and the Science Deva Lander, its succession and assigns, may rety up	necessity for Lender to obtain a prior judicial hearing (altho	r may exercise upon default by the Borrower without the sugh Borrower may obtain such a judicial hearing to prevent a
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 hareinabove, Borrower waives any other rights which Borrower may have under the Fifth and Fourteenth Armendments 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 therein have been explained fully to Borrower and Borrower has affored an opportunity to consult counsel of Borrower's choice prior to the execution by Borrower's 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 Lerms 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 aforestial 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 closing the above loan, but prior to execution of the Deed to Secure Debt and	2. Requires Lender to mail (by Certified Mail to Borrower copy of a Notice of Sale in Case of Default, acceleration of provides that Lender will give Notice of Sale by public advisitisfying the provisions of Paragraph 18 of the Deed requiring for the time and in the manner prescribed by applicable lender as to the time, place and terms of the sale once a without regard to the number of days, in a newspaper public in a newspaper in which Sheriff's advertisement for such course.	restisement as required by Georgia Law. For the purpose of g the Lender to "Give Notice of Sale by Public Advertisement law," Borrower covenants and agrees that advertisement by seek for four (4) weeks immediately preceding such sale, but ished in the county in which such above property is located or
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 hareinabove, 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 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 therein regarding before prior to the execution by Borrower and Borrower has been afforded an opportunity to consult counsel of Borrower's acceptance of the terms thereof is done knowingly, intentionally, and willingly by Borrower as part of a bargained for Loan Transaction.  6. That Lender, its successors and assigns, may rely upon the terms and provisions of the Deed, the Note and the Secure Debt.  In Witness whereof, Borrower, having read and agreed to the Foregoing terms and Borrower's Borrower's Constitution of the United States of the Constitution of the Deed to Secure Debt and "Wairer of Borrower's Rights" by Sorrower and Borrower's Burder of Borrower's Rights as worn according to law states under oath as follows:  In closing the above loan, but prior to execution of the De		<b>,</b>
Signed, Sealed and Delivered  STATE OF ALA SHILLER CO.  INSTRUMEN WAS FILED  Ronald J. Proctor  Borrower  STATE OF ALA SHILLER CO.  INSTRUMEN WAS FILED  Ronald J. Proctor  Ronald J. Proctor  Borrower  (SI  ROSEMBRY Proctor  ROSEMBRY Proctor  Borrower  (SI  ROSEMBRY Proctor  Borrower  Borrower  (SI  ROSEMBRY Proctor  Borrower  Borrower  Stights borrower  Stights borrower  Stights under the Constitution of the States to notice and a judicial hearing prior to such foreclosure in the absence  Corygin and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence  Corygin and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence  ROSEMBRY Proctor	tions for the several states or by reason of any other applicany foreclosure through Power of Sale by Lender.  4. That Lender is not required to provide a judicial or other Power of Sale under the Deed, and that Borrower agrees believes Lender is foreclosing wrongfully.  5. That Borrower has read this agreement, The Deed and Default, Acceleration and Foreclosure, and that all question agreement and the provisions thereof have been explained tunity to consult counsel of Borrower's choice prior to the agreement.  6. That Borrower's execution of Said Deed, This Agreement done knowingly, intentionally, and willingly by Borrower as 7. That Lender, its successors and assigns, may rely upon the said loan to Borrower, in disbursing the proceeds thereof	er hearing prior to acceleration of the Note of Foreclosure by to seek a judicial hearing at Borrower's initiative if Borrower the Note it secures, including the provisions therein regarding as of Borrower regarding the legal effect of said Deed and this fully to Borrower and Borrower has been afforded an opportule execution by Borrower of the Deed, the Note and this ent and Note and Borrower's acceptance of the terms thereof is part of a bargained for Loan Transaction.
In the Presence Of:  In the Pr	In Witness whereof, Borrower, having read and agreed to the	Foregoing terms and provisions, has hereunto affixed his hand
In the Presence Of:    No.   N	<u>-</u>	
Roseld J. Proctor  Borrower  Noterly Public  My Commission Expires Stovember 9, 1985  CLOSING ATTORNEY'S AFFIDAVIT  Before the undersigned attesting officer personally appeared the undersigned closing attorney, who having been first 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 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, to with the "Waiver of Borrower's Rights" and informed the Borrower(s) of Borrower's rights under the Constitution of the St Georgia and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence	Signed Sealed and Delivered 1 1 to 71	
Noterly Public  My Commission Expires Flovember 9, 1985  CLOSING ATTORNEY'S AFFIDAVIT  Before the undersigned attesting officer personally appeared the undersigned closing attorney, who having been first 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" be Borrower(s), I reviewed with and explained to the Borrower(s) the terms and provisions of the Deed to Secure Debt and partice the provisions thereof authorizing the Lender to sell the secured property by a manualicial foreclosure under a power of sale, tog with the "Waiver of Borrower's Rights" and informed the Borrower(s) of Borrower's rights under the Constitution of the States to notice and a judicial hearing prior to such foreclosure in the absence	In the Presence Of:	
Noterly Public  My Commission Expires Flovember 9, 1985  CLOSING ATTORNEY'S AFFIDAVIT  Before the undersigned attesting officer personally appeared the undersigned closing attorney, who having been first 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" be Borrower(s), I reviewed with and explained to the Borrower(s) the terms and provisions of the Deed to Secure Debt and particular provisions thereof authorizing the Lender to sell the secured property by a nuniquidicial foreclosure under a power of sale, to with the "Waiver of Borrower's Rights" and informed the Borrower(s) of Borrower's rights under the Constitution of the St. Georgia and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence	MBS JUN 13 M D: 55	
Noterly Public  My Commission Expires Flovember 9, 1985  CLOSING ATTORNEY'S AFFIDAVIT  Before the undersigned attesting officer personally appeared the undersigned closing attorney, who having been first 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" be Borrower(s), I reviewed with and explained to the Borrower(s) the terms and provisions of the Deed to Secure Debt and participations thereof authorizing the Lender to sell the secured property by a nonjudicial foreclosure under a power of sale, together the "Waiver of Borrower's Rights" and informed the Borrower(s) of Borrower's rights under the Constitution of the St. Georgia and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence		Rosemary Proctor Borrower
Before the undersigned attesting officer personally appeared the undersigned closing attorney, who having been first 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" be Borrower(s), I reviewed with and explained to the Borrower(s) the terms and provisions of the Deed to Secure Debt and particular provisions thereof authorizing the Lender to sell the secured property by a nonjudicial foreclosure under a power of sale, together the "Waiver of Borrower's Rights" and informed the Borrower(s) of Borrower's rights under the Constitution of the St. Georgia and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence.	JUBG! CF FERENTS	Rec. 250
Before the undersigned attesting officer personally appeared the undersigned closing attorney, who having been first 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" be Borrower(s), I reviewed with and explained to the Borrower(s) the terms and provisions of the Deed to Secure Debt and particular provisions thereof authorizing the Lender to sell the secured property by a nonjudicial foreclosure under a power of sale, together the "Waiver of Borrower's Rights" and informed the Borrower(s) of Borrower's rights under the Constitution of the St. Georgia and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence.		Jul. 330
Before the undersigned attesting officer personally appeared the undersigned closing attorney, who having been first 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" be Borrower(s), I reviewed with and explained to the Borrower(s) the terms and provisions of the Deed to Secure Debt and partice the provisions thereof authorizing the Lender to sell the secured property by a manipulicial foreclosure under a power of sale, together the "Waiver of Borrower's Rights" and informed the Borrower(s) of Borrower's rights under the Constitution of the States to notice and a judicial hearing prior to such foreclosure in the absence.		DNEV'C AFFINAVIT
In closing the above loan, but prior to execution of the Deed to Secure Debt and "Waiver of Borrower's Rights" be Borrower(s), I reviewed with and explained to the Borrower(s) the terms and provisions of the Deed to Secure Debt and particular the provisions thereof authorizing the Lender to sell the secured property by a nonjudicial foreclosure under a power of sale, together the "Waiver of Borrower's Rights" and informed the Borrower(s) of Borrower's rights under the Constitution of the St. Georgia and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence		
In closing the above loan, but prior to execution of the Deed to Secure Debt and "Waiver of Borrower's Rights" be Borrower's, I reviewed with and explained to the Borrower's the terms and provisions of the Deed to Secure Debt and particular provisions thereof authorizing the Lender to sell the secured property by a nonsudicial foreclosure under a power of sale, together the "Waiver of Borrower's Rights" and informed the Borrower's of Borrower's rights under the Constitution of the St. Georgia and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence		ired the undersigned closing attorney, who having been first du
knowing, intentional and willing contractual waiver by Borrower(s) of Borrower's rights. After said review with and explanation Borrower(s), Borrower(s) executed the Deed to Secure Debt and "Waiver of Borrower's Rights."	In closing the above loan, but prior to execution of the Borrower(s), I reviewed with and explained to the Borrower(s) the provisions thereof authorizing the Lender to sell the secured	the terms and provisions of the Deed to Secure Debt and particular property by a nonjudicial foreclosure under a power of sale, together

foreclosure.

Swarn to and subscribed before me this 6th day of \_\_\_\_\_ June Closing Attorney Notary Public