

MORTGAGE

THE LOAN SECURED BY THIS INSTRUMENT ☒ IS ☐ IS NOT AN ADJUSTABLE-RATE OR RENEGOTIABLE RATE LOAN. IF IT IS AN ADJUSTABLE-RATE OR RENEGOTIABLE-RATE LOAN, THE ATTACHED RIDER_____, DESCRIBING THE ADJUSTMENT OR RENEGOTIATION PROVISIONS, IS A PART OF THIS INSTRUMENT AND INCORPORATED HEREIN BY THIS REFERENCE.

THIS MORTGAGE is made this 21st day of May 1985, between the Mortgagor(s) Wilfred C. Jeffers, Jr. and wife, Jacqueline F. Jeffers (herein "Mortgagor"), whose address is 2524 Titonka Road Birmingham, AL 35244 and the Mortgagee, Manufacturers Hanover Financial Services of Alabama, Inc. (herein "Lender"), whose address is Suite 704 Independence Plaza Birmingham, AL 35209.

WHEREAS, Wilfred C. Jeffers, Jr. and Jacqueline F. Jeffers ("Borrower") is indebted to Lender in the principal sum of U.S. \$ 17,365.00 which indebtedness is evidenced by Borrower's note dated May 21, 1985 and extensions and renewals thereof (herein "Note"), with the balance of the indebtedness, if not sooner paid, due and payable on May 28, 2000.

IN CONSIDERATION OF, and to secure to Lender the repayment of, the indebtedness evidenced by the Note, with interest thereon; to secure the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and to secure the performance of the covenants and agreements of Mortgagor herein contained, Mortgagor does hereby mortgage, grant, and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in the County of Shelby State of Alabama:

Lot 25, according to the Survey of Indian Valley Third Sector as recorded in Map Book 5, page 97, in the Probate Office of Shelby County, Alabama.

This mortgage is second and subordinate to that certain mortgage to MortgageAmerica, Inc as recorded in Mtg Vol. 451, page 557 and assigned to City Federal Savings and Loan Association as recorded in Misc Vol. 58, page 144, in said Probate Office.

which has the address of 2524 Titonka Road Birmingham,
(Street) (City)
Alabama, 35244 (herein "Property Address");
(Zip Code)

TO HAVE AND TO HOLD such property unto Lender and Lender's successors and assigns, forever, with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Mortgagor covenants that Mortgagor is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Mortgagor covenants that Mortgagor warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Mortgagor and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Mortgagor shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.
2. **Taxes, Assessments, and Charges.** Mortgagor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any.
3. **Application of Payments.** Unless applicable law provides otherwise, Lender will first apply payments received, whether or not delinquent, in the following order: (1) to any applicable credit insurance premium, (2) to any applicable late charges, (3) to any applicable prepayment penalties, (4) to any interest that has accrued, and finally (5) to the unpaid balance of principal.
4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Mortgagor shall perform all of Mortgagor's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Mortgagor's covenants to make payments when due.

WILLIAM H. HALBROOKS
SUITE 820

#1 INDEPENDENCE PLAZA
BIRMINGHAM, AL 35209

5. **Hazard Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against insurloss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Mortgagor subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Mortgagor.

If the Property is abandoned by Mortgagor, or if the Mortgagor fails to respond to Lender within 30 days from the date notice is mailed by Lender to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Mortgagor shall keep the Property in good repair and shall not commit waste or permit demolition, impairment, or deterioration of the Property and 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 development, Mortgagor shall perform all of Mortgagor's obligations under the declaration and covenants creating and governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Mortgagor, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Mortgagor's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this Paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Mortgagor requesting payment thereof. Nothing contained in this Paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **Mortgagor Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Mortgagor shall not operate to release, in any manner, the liability of the original Mortgagor and Mortgagor's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Mortgagor, subject to the provisions of Paragraph 16 hereof. All covenants and agreements of Mortgagor shall be joint and several. Any Mortgagor who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Mortgagor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Mortgagor's consent and without releasing that Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Mortgagor at the Mortgagor's address stated herein or at such other address as Mortgagor may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Mortgagor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses", and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Mortgagor's Copy.** Mortgagor shall be furnished with and acknowledges receipt of a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Mortgagor shall fulfill all of Mortgagor's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Mortgagor enters into with Lender. Lender, at Lender's option, may require Mortgagor to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Mortgagor may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property or a Beneficial Interest in Mortgage.** If all or any part of the Property or an interest therein is sold or transferred by Mortgagor (or if a beneficial interest in Mortgage is sold or transferred and Mortgagor is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or tenant by the entirety, (d) the grant of any leasehold interest of three years or less not containing an option to purchase, (e) a transfer to a relative resulting from the death of Mortgagor, (f) a transfer where the spouse or children of Mortgagor become an owner of the property, (g) a transfer resulting from a decree of divorce, legal separation, or from an incidental property settlement agreement, by which the spouse of Mortgagor becomes an owner of the property, or (h) a transfer into an inter vivos trust in which Mortgagor is and remains a beneficiary and which does not result in a transfer of rights of occupancy in the property, Lender, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

within which Mortgagor may pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Mortgagor, invoke any remedies permitted by paragraph 17 hereof.

Lender may consent to a sale or transfer if: (1) Mortgagor causes to be submitted to Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Mortgage is acceptable; (3) interest will be payable on the sums secured by this Mortgage at a rate acceptable to Lender; (4) changes in the terms of the Note and this Mortgage required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all promises and agreements made in the Note and in this Mortgage as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

Mortgagor will continue to be obligated under the Note and this Mortgage unless Lender releases Mortgagor in writing.

NON-UNIFORM COVENANTS. Mortgagor and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Upon Mortgagor's breach of any covenant or agreement of Mortgagor in the Note or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further notice or demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Paragraph 17, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall mail a copy of a notice to Mortgagor in the manner provided in Paragraph 12 hereof. Lender shall publish the notice of sale once a week for three consecutive weeks in some newspaper published in Shelby County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of said County. Lender shall deliver to the purchaser Lender's deed conveying the Property so sold. Lender or Lender's designee may purchase the Property at any sale. Mortgagor covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Mortgage; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. Lender's Right to Allow Mortgagor to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Mortgagor's breach, Lender may, in Lender's total discretion, discontinue any proceedings begun by Lender to enforce this Mortgage at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Lender all sums which would then be due under this Mortgage and the Note had no acceleration occurred; (b) Mortgagor cures all breaches of any other covenants or agreements of Mortgagor contained in this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Mortgagor contained in this Mortgage, and in enforcing Lender's remedies as provided in Paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Mortgagor takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. The rights granted in this Paragraph 18 shall in no way be construed as allowing Mortgagor to reinstate at Mortgagor's will, it being understood that such reinstatement is totally within the discretion of Lender.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Mortgagor hereby assigns to Lender the rents of the Property, provided that Mortgagor shall, prior to acceleration under Paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the cost of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation, if any.

21. Waiver of Homestead, Dower, Curtesy and Exemption Rights. To the extent permitted by law, Mortgagor hereby waives and transfers to Lender any homestead or other exemption rights granted under applicable law. Mortgagor relinquishes all right of dower and curtesy in the Property.

22. Lender's Call Option. Notwithstanding any provision to the contrary contained in the Note, Mortgagor hereby covenants and agrees that the Lender shall have the right, at its sole option, to declare the entire outstanding principal balance of the loan evidenced by the Note and accrued interest thereon to be due and payable in full on a date not less than N/A (____) years from the date of the Note, except that Lender, if it exercises such call option, shall send Mortgagor written notice thereof at least ninety (90) days [but not more than one-hundred and twenty (120) days] prior to such accelerated loan maturity date. The written notice to Mortgagor from Lender will set forth therein the Lender's accelerated maturity date for the loan. Prepayment in full of the loan as a direct result of Lender's exercise of its aforesaid call option shall not be subject to any prepayment penalty otherwise applicable under the provisions of the Note. If the space above for insertion of a date in this Paragraph 22 is marked "N/A", Lender does not reserve a call option.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Mortgagor and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on Page One of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage.

Signed, sealed and delivered
in the presence of:

Wilfred C. Jeffers, Jr.
Wilfred C. Jeffers, Jr.
Jacqueline F. Jeffers
Jacqueline F. Jeffers

STATE OF ALABAMA, _____ Jefferson _____ County ss:

On this 21st day of May, 19 85, I, the undersigned
a Notary Public in and for said County and in said State,
hereby certify that Wilfred C. Jeffers, Jr. and Jacqueline F. Jeffers
whose name(s) are signed to the foregoing conveyance, and who are
known to me, acknowledged before me that, being informed of the contents of the conveyance,
they executed the same voluntarily and as their
act on the day the same bears date.

Given my hand and seal of office this the 21st day of May, 19 85.
My Commission expires: 4 21 88
William H. Halbrooks
Notary Public

This instrument was prepared by William H. Halbrooks, Attorney
Suite 820 Independence Plaza
ASSIGNMENT gham, AL 35209

_____, Mortgagee under the foregoing Mortgage.
hereby assigns said Mortgage and the Note and obligation secured thereby to _____
_____, whose address is _____

IN WITNESS WHEREOF, Mortgagee has executed this ASSIGNMENT on this _____
day of _____, 19____.

Signed, sealed and delivered in the presence of:

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BOOK

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF _____ County ss: _____
On this _____ day of _____, 19____
I, _____, Notary Public in and
for said County and in said State, hereby certify that _____
whose name as _____ of _____
a corporation, is signed to the foregoing ASSIGNMENT and who is known to me, acknowledged before me that being
informed of the contents of the ASSIGNMENT, _____, as such officer,
and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same
bears date.
Given under my hand and seal of office this the _____ day of _____, 19____.
My Commission Expires: _____
Notary Public

ACKNOWLEDGEMENT FOR INDIVIDUAL

STATE OF _____ County ss: _____
On this _____ day of _____, 19____
I, _____, a Notary Public in and
for said County and in said State, hereby certify that _____
whose name(s) _____ signed to the foregoing ASSIGNMENT, and who _____ known
to me, acknowledged before me that, being informed of the contents of the ASSIGNMENT executed the same
voluntarily and as _____ act on the day the same bears date.
Given under my hand and seal of office this the _____ day of _____, 19____.
My Commission Expires: _____
Notary Public

Space Below This Line Reserved for Lender and Recorder

WILLIAM H. HALBROOKS
SUITE 820
#1 INDEPENDENCE PLAZA
BIRMINGHAM, AL 35209

Modification to Rate and Payment Provisions of Promissory Note

This Rider contains provisions allowing for changes in the interest rate. Increases in the interest rate may result in higher payments. Decreases in the interest rate may result in lower payments.

Lender: **Manufacturers Hanvoer Financial Services** Date of Note: **May 21, 1985**
of Alabama, Inc.

Borrower(s): **Wilfred C. Jeffers, Jr.**
Jacqueline F. Jeffers

Account No.: **01 01001829 60**

This Rider A modifies the provisions of the above described Note, to which this is attached and made a part, with respect to the Agreed Rate of Interest and payments. The modifications are as follows:

1. **INDEX:** The index governing adjustments of the Agreed Rate of Interest shall be the "Prime Rate" (referred to in this Note as the "Index Rate") published daily (except weekends and holidays) in the "Money Rates" section of The Wall Street Journal (or the average of such "Prime Rates" if more than one is published). Lender shall have the right to verify and correct any inaccuracy in the published "Prime Rate". If such "Prime Rate" ceases to be available as an index (for example, if The Wall Street Journal ceases to be published or goes on strike or is otherwise not published for more than a temporary period, or if it ceases to publish a "Prime Rate"), Lender may substitute any similar index published in The Wall Street Journal or other newspaper, or the prime or base rate published by the Federal Reserve Bank of New York, or any similar published prime or base rate, including that of any bank, or any other reasonable index commonly used by financial institutions, provided that such substitute index is readily verifiable by me and is beyond the control of Lender, and I am notified within a reasonable time which index is being used.

If the Index Rate is a published prime or base rate, I understand that such prime or base rate is only a standard or index for measuring rates. It is not itself necessarily a rate commonly charged to any class of borrowers, nor does the use of the word "prime" indicate that such rate is the best or lowest rate offered by any lender. Since future changes in these or other rate standards or indices are related to market conditions that cannot be predicted, I understand that it may not be possible to know in advance how much I will have to pay, both each month and over the term of this loan.

2. **ADJUSTMENTS OF THE AGREED RATE OF INTEREST:** The accruing Agreed Rate of Interest applicable to the principal balance outstanding shall be adjusted as of the first day of each month, beginning June 1985, and thereafter for as long as there is any outstanding balance of principal (each such date being a "Rate Adjustment Date") to equal the most recently published annual rate of the Index Rate plus 2.00 percent.

3. **LIMITATIONS ON ADJUSTMENTS OF THE AGREED RATE OF INTEREST:** The Agreed Rate of Interest shall never be adjusted to a rate higher than permitted by law. In addition, one of the following limitations shall apply if initiated by Borrower(s):

() The Agreed Rate of Interest shall not be increased by more than % on any Rate Adjustment Date, and shall not be increased by more than % over the term of this loan.

() Any adjustment to the Agreed Rate of Interest on or prior to the Rate Adjustment Date which falls on June 28, 1995 shall not increase the Agreed Rate of Interest to a rate higher than 16.00 % per year, and any subsequent adjustment to the Agreed Rate of Interest shall not increase it to a rate higher than 18.00 % per year.

() The Agreed Rate of Interest shall not be increased at any time to a rate higher than % per year.

4. **ADJUSTMENTS TO PAYMENTS WHERE INSTALLMENTS ARE INTEREST-ONLY:** For loans where the payments are scheduled to include only the amount of interest due for the installment period, with all principal due on the Maturity Date, the amount payable with each of my payments (ignoring any applicable credit insurance premiums) will continue to be the amount of interest due for that installment period at the applicable Agreed Rate of Interest as adjusted from time to time under the provisions of this Rider.

5. **ADJUSTMENTS TO PAYMENTS WHICH INCLUDE PRINCIPAL AND INTEREST:** For loans where the payments are scheduled to include principal and interest, the amount payable with each of my payments (ignoring any applicable credit insurance premiums) due on or after the first day of (Month) and the first day of (Month) each year beginning (Month) (Year) (each such date being a "Payment Adjustment Date") may be adjusted to an amount determined by Lender as the "New Payment Amount," using the following components in the calculation.

(i) The Agreed Rate of Interest in effect on the Rate Adjustment Date 2 months prior to the applicable Payment Adjustment Date (referred to as the "New Rate");

(ii) The outstanding balance of principal expected to be outstanding after the last payment at the old amount (referred to as the "New Principal Balance"); and

(iii) The remainder of the originally scheduled term or amortized term of the loan beginning with the month in which the applicable New Payment Amount is due (referred to as the "Assumed Loan Term").

The New Payment Amount will be an amount sufficient to pay in full all accruing interest at the New Rate and the New Principal Balance in equal installments over the Assumed Loan Term. If any scheduled monthly payment amount is not sufficient to pay all of the interest that has accrued for that installment, then the unpaid portion of such accrued interest shall be added to the interest due for the next payment.

6. **ADJUSTMENT NOTICE:** Lender will provide me with an Adjustment Notice at least 30 days (but not more than 120 days) prior to any Payment Adjustment Date. The Adjustment Notice will tell me the New Payment Amount and the New Rate used to determine the New Payment Amount.

7. **ADJUSTMENTS TO LOAN TERM AND PRINCIPAL BALANCE:** Adjustments to the Agreed Rate of Interest and/or the monthly payment amount shall not affect the number of payments or the original Maturity Date of this loan with respect to all amounts due that are known as of the date the Billing Statement is prepared for the payment due on the original Maturity Date. If any amount due Lender is unknown as of such Billing Statement preparation date, I shall pay such amounts when they become known and as specified on any subsequent Billing Statement received from Lender. Adjustments to the Agreed Rate of Interest and/or the monthly payment amount shall not affect the amount of principal due over the term of this loan or at maturity.

8. **INSURANCE PREMIUM:** If I have elected credit insurance in connection with this loan, I shall also, in addition to other amounts due, pay with each monthly payment the monthly credit insurance premium. My monthly Billing Statement will indicate the amount due each month for the credit insurance premium. I understand that if I have elected credit insurance, the total amount due with each monthly payment may vary from month to month because of changes in the amount of the monthly credit insurance premium.

9. **BILLING STATEMENT:** Lender will send me a monthly Billing Statement which will tell me the amount due for my next payment (including any applicable credit insurance premiums), and will also tell me, among other things, the applicable interest rate for, and outstanding balances of, my loan.

10. **OTHER PROVISIONS:**

"Notwithstanding any provision of the promissory note, any Adjustment Notice may be sent by regular mail."

Notwithstanding any other provision of this Ridge (Other than the restriction that the Agreed Rate of Interest shall never be adjusted to a rate higher than permitted by law), the maximum Agreed Rate of Interest ("Maximum Rate") shall be 18.00% per year. If, without this limitation, the adjustments to the Agreed Rate of Interest would produce an Agreed Rate of Interest higher than the Maximum Rate, then the Agreed Rate of Interest shall be limited to the Maximum Rate for the period of time during which the Agreed Rate of Interest would have otherwise exceeded the Maximum Rate.

I ACKNOWLEDGE THAT I HAVE COMPLETELY READ THIS RIDER A, AND THE PROMISSORY NOTE TO WHICH IT IS ATTACHED, AND THAT LENDER HAS AFFORDED ME THE OPPORTUNITY TO ASK ANY QUESTIONS I MAY HAVE REGARDING THESE MODIFICATIONS. I UNDERSTAND THAT THESE MODIFICATIONS MAY RESULT IN AN INCREASE IN THE INTEREST RATE GOVERNING THIS LOAN AND AN INCREASE IN THE AMOUNT I HAVE TO PAY EACH MONTH AND OVER THE TERM OF THIS LOAN.

Wilfred C. Jeffers, Jr. 5-21-85
Borrower Wilfred C. Jeffers, Jr. Date

Jacqueline F. Jeffers 5-21-85
Borrower Jacqueline F. Jeffers Date

STATE OF ALA. SHELBY CO. Montgomery - 2610
I CERTIFY THIS INSTRUMENT WAS FILED Rec. 12 50 Date 1 00
1985 JUN 19 AM 10:38 FCD-ADJ-6A Ed. 8/84