

THE STATE OF ALABAMA)

SHELBY COUNTY )

490

DISCLOSURE OF VARIABLE INTEREST RATE MORTGAGE NOTE AND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS,

WHEREAS, Arthur P. Cook, Individually and A. Phillip Cook, Jr., Individually, did heretofore on June 25, 1986 execute and deliver to Jefferson Federal Savings & Loan Association of Birmingham a certain Mortgage Note in the amount of One Hundred Seventy Five Thousand and no/100 (\$175,000.00) Dollars secured by a certain Mortgage of even date with said Note recorded in Book 078, Page 138, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, the said Note a copy of which is attached hereto, made a part hereof and designated Exhibit "A" specified the variable interest rate provided for therein but the said Mortgage did not; and

WHEREAS, the Mortgagee, Jefferson Federal Savings & Loan Association of Birmingham has requested that the title company which insured said Mortgage furnish it with an ALTA 6 Endorsement to the Mortgagee Title Insurance Policy which insures said Mortgage; and

WHEREAS, the title company has agreed to provide the additional title insurance coverage provided by ALTA 6 provided the variable interest rate and amortization specified in said Note is placed of record in said Probate Office.

NOW THEREFORE, Jefferson Federal Savings & Loan Association of Birmingham does hereby declare, make known and place of record in said Probate Office the variable interest rate Note (Exhibit "A") which sets out the exact variable interest rate and amortization. The real property described in said Mortgage is described in Exhibit "B" which is attached hereto and expressly made a part hereof.

IN WITNESS WHEREOF the undersigned, Jefferson Federal Savings & Loan Association of Birmingham has caused this Disclosure of Variable Interest Rate Mortgage Note and Mortgage to be executed by its H. W. President and attested by its Corporate Secretary who are thereunto duly authorized on the 30 day of July, 1986.

ATTEST:

JEFFERSON FEDERAL SAVINGS & LOAN  
ASSOCIATION OF BIRMINGHAM

[Signature]  
Its: Secretary

By: [Signature]  
Its: Sr. V. Pres. President

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Dick Humphrey whose name as Vice President of Jefferson Federal Savings & Loan Association of Birmingham, a federally chartered savings and loan association, is signed to the foregoing Disclosure of Variable Interest Rate Mortgage Note and Mortgage and who is known to me, acknowledged before me on this day that, being informed of the contents of the Disclosure of Variable Interest Rate Mortgage Note and Mortgage, he, as such officer and with full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and official seal, this, the 30 day of July, 1986.

[Signature]  
Notary Public

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NOTE

\$175,000.00

June 25th, 1986  
Birmingham, Alabama

FOR VALUE RECEIVED, the undersigned Arthur P. Cook, Individually; and A. Philip Cook, Jr., Individually, (hereinafter referred to as "Makers") do hereby promise to pay to the order of JEFFERSON FEDERAL SAVINGS & LOAN ASSOCIATION OF BIRMINGHAM, a federally chartered savings and loan association (hereinafter referred to as "Payee"); Payee and its successors, from time to time, as the holder hereof, hereinafter referred to as "Holder"), at the principal office of Payee at 215 North 21st Street, Birmingham, Alabama 35203, or at such other place as the Holder may designate to Makers in writing from time to time, the principal sum of ONE HUNDRED SEVENTY FIVE THOUSAND AND NO/100 (\$175,000.00) DOLLARS together with interest thereon, from the date hereof, at the rates hereinafter specified, in lawful money of the United States of America, which shall be legal tender of all debts and dues, public and private at the time of payment payable as follows:

(a) Notwithstanding anything contained herein to the contrary, principal and interest shall be paid quarterly-annually on October 1, January 1, April 1, and July 1 of each year, with the first such quarter-annual installment of principal and interest being due and payable on October 1, 1986 and the last installment of principal and interest being due and payable on July 1, 1996, if not sooner paid. The quarter-annual principal and interest payments are based on a ten (10) year amortization. Each such quarter-annual installment of principal and interest shall be applied first to interest on the then unpaid balance of principal and the remainder thereof to principal. Interest shall be at a rate equal to One and one-half (1½%) percent (the "spread") in excess of and above the Prime Rate. The initial interest rate (from the date hereof to July 1, 1986 shall be at a rate equal to one and one-half (1½%) in excess of and above the prime rate as of the date of this Note. The interest rate during the first quarter annual period (July 1, 1986 to October 1, 1986) shall be at a rate equal to 1½% in excess of and above the "Prime Rate" as of July 1, 1986. The interest rate thereafter during the term hereof shall be at a rate equal to 1½% in excess of and above the Prime Rate as of the Interest Change Dates as hereinafter defined. The term "Prime Rate" as used herein shall mean interest announced or posted by AmSouth Bank N.A., Birmingham, Alabama, at its main office, as its "Prime Rate" in effect from time to time, as the same may fluctuate from time to time adjusted quarter-annually on the Interest Change Dates. The term "Interest Change Dates" shall mean October 1, January 1, April 1, and July 1 of each year.

Interest shall be computed on the basis that each year contains 360 days. Each change in the interest rate is to become effective quarter-annually on October 1, January 1, April 1, and July 1 of each year. However, interest paid by the Makers shall not exceed the maximum legal rate permissible under the laws of the State of Alabama. In the event AmSouth Bank N.A., Birmingham Alabama should discontinue announcing or posting its Prime Rate, Holder shall, at its sole option and discretion select a new interest index based on comparable information and Holder shall give Makers notice of its selection of any new interest index.

The undersigned Makers shall pay to Holder a late charge equal to Five (5%) Percent of any amount, including any interest, not paid by the fifteenth (15th) day of the month when due, not as penalty, but as compensation to Holder for the cost of collecting such late payment. Holder shall have no obligation to accept any late payment not accompanied by said late charge.

IT IS HEREBY EXPRESSLY AGREED that if from any circumstances whatsoever fulfillment of any provision of this Note at the time performance of such provision shall be due shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to the particular indebtedness evidenced hereby, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Note that is in excess of the limit of such validity, but such obligation shall be fulfilled to the limit of such validity. Notwithstanding the foregoing, in the event Holder receives any payment under this Note that exceeds the limit of such validity, such payment shall automatically be deemed applied in reduction of the principal indebtedness evidenced by this Note upon receipt by Holder, or, upon the written request of Makers, such payment shall be returned to Makers. If any provision of this Note or the application thereof to any person, entity or circumstances shall be invalid or unenforceable to any extent, the remainder of this Note and the application of such provisions to other persons, entities or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

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It is expressly agreed that should any default be made in the payment of principal or interest as stipulated above, or should any default be made in the performance of any of the covenants or conditions contained in the Mortgage and Security Agreement and other Loan Documents securing this Note, then, and in such events, the principal indebtedness evidenced hereby, and any other sums advanced hereunder or under the Loan Documents, together with all unpaid interest accrued thereon, shall, at the option of Holder and without notice to Makers, at once become due and payable and may be collected forthwith, regardless of the stipulated date of maturity. Interest shall accrue on the outstanding principal balance of this Note from the date of any default hereunder and for so long as such default continues, regardless of whether or not there has been an acceleration of the maturity of the indebtedness evidenced hereby as set forth herein, at a rate equal to three (3%) percent per annum in excess of the applicable interest rate at the time of such default.

TIME IS OF THE ESSENCE OF THIS NOTE.

In the event this Note, or any part thereof, is collected by or through an attorney, Makers agree to pay all costs of collection, including, but not limited to, reasonable attorney's fees, whether suit is filed or not. Presentment for payment, demand, protest and notice of demand, notice of dishonor and notice of non-payment and all other notices are hereby waived by Makers. No failure to accelerate the debt evidenced hereby by reason of default hereunder, acceptance of a past due installment, or indulgences granted from time to time shall be construed (i) as a novation of this Note, or as a reinstatement of the indebtedness evidenced hereby, or as a waiver of such right of acceleration, or of the Holder thereafter to insist upon strict compliance with the terms of this Note, or (ii) to prevent the exercise of such right to acceleration, or any other right granted hereunder, or by the laws of the State of Alabama; and Makers hereby expressly waive the benefit of any statute or rule of law or equity now

provided, or which may hereafter be provided, which would produce a result contrary to, or in conflict with the foregoing. No extension of the time for the payment of this Note or any installment due hereunder, made by agreement with any person or entity now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Makers under this Note, either in whole or in part, unless Holder agrees otherwise in writing. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

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To the extent they may lawfully do so, Makers hereby waive and renounce for themselves, their personal representatives, heirs, successors and assigns, all rights to the benefits of any statute of limitations and any moratorium, reinstatement, marshalling, forbearance, valuation, stay, extension, redemption, appraisement, exemption and homestead now provided, or which may hereafter be provided, by the Constitution and laws of the United States of America and of any state or territory thereof, both as to themselves and in and to all of their property, real, personal, and mixed against the enforcement and collection of the obligations evidenced by this Note. To the extent they may lawfully do so, Makers hereby transfer, convey and assign to Holder a sufficient amount of such homestead or exemption as may be set apart in bankruptcy, to pay this Note in full, with all costs of collection, and do hereby direct any trustee in bankruptcy having possession or rights in such homestead or exemption to deliver to Holder a sufficient amount of property or money set apart as exempt to pay the indebtedness evidenced hereby, or any renewal thereof, and do hereby appoint Holder the attorney-in-fact for Makers to claim any and all homestead exemptions allowed by law.

The indebtedness evidenced by this Note and the obligations created hereby are secured by a certain Mortgage and Security

Agreement covering certain real and personal property located and situated in the Shelby County, Alabama, and further and additionally secured by other Loan Documents now or hereafter evidencing, securing, or in any way relating to the indebtedness evidenced hereby (including, but not limited to said Mortgage and Security Agreement and the UCC Financing Statements).

Privilege is reserved to prepay the loan in whole or in part at any time during the loan term without a prepayment premium or fee.

This Note and the Mortgage securing same is hereby expressly cross-defaulted to those certain Notes and the Mortgages securing same, executed by the Makers to Holder, in the amounts of \$430,000.00 and \$100,000.00, dated November 21, 1975, and July 20, 1978, respectively. A default of this Note and Mortgage and Security Agreement securing same shall constitute a default of said Notes in the amount of \$430,000.00 and \$100,000.00, respectively, and the Mortgages securing same. A default of either or both of said Notes in the amounts of \$430,000.00 and \$100,000.00, respectively, and the Mortgages securing same shall constitute a default of this Note and Mortgage and Security Agreement securing same.

This Note is intended as a contract under and shall be construed and enforced in accordance with the laws of the State of Alabama on the date hereof, and to the extent applicable, the regulations of the Federal Home Loan Bank Board.

The term "Loan Documents" shall be deemed to include this Note, the Mortgage and Security Agreement securing same, and UCC Financing Statements, which last described loan documents additionally secure the written Note.

The terms "Makers" and "Holder" shall be deemed to include their respective heirs, successors, personal representatives and



assigns, whether by voluntary action of the parties or by operation of law. In the event more than one person or entity comprises, collectively, "Makers" hereunder, then all references in this Note to "Makers" shall be deemed to refer equally to each of said persons or entities, all of whom or which shall be jointly and severally liable for all obligations of "Makers" under this Note.

WITNESS:

Mary Douglas Hawkins

Mary Douglas Hawkins

Arthur P. Cook (SEAL)  
ARTHUR P. COOK  
Individually

A. Philip Cook, Jr. (SEAL)  
A. PHILIP COOK, JR.  
Individually

I, the undersigned authority, a Notary Public at Large in and for the State of Alabama witnessed the execution of this Note by all of the Makers whose names were signed thereto in my presence on this the 25th day of June, 1986.

G. Kay Wallace  
NOTARY PUBLIC

My Commission Expires November 28, 1988

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EXHIBIT "B"

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1986 AUG -7 AM 10:00

PARCEL I

A part of the SW 1/4 of SW 1/4 and the SE 1/4 of SW 1/4 of Section 30, Township 18 South, of Range 1 West, and being more particularly described as follows: Begin at the NW corner of the SE 1/4 of SW 1/4 of said Section 30, thence east along the north line of same a distance of 481.59 feet to the centerline of a public road; thence 122 degrees 59 minutes to the right in a southwesterly direction a distance of 59.87 feet to the point of a curve to the left, having a central angle of 11 degrees 51 minutes a radius of 560.01 feet; thence along the arc of said curve a distance of 115.84 feet to the point of tangent; thence along said tangent a distance of 322.42 feet to the point of a curve to the right, having a central angle of 20 degrees 12 minutes a radius of 571.76 feet; thence along the arc of said curve a distance of 201.58 feet to the point of tangent; thence along said tangent a distance of 54.25 feet to the point of a curve to the right having a central angle of 95 degrees 25 minutes a radius of 63.80 feet; thence along the arc of said curve a distance of 106.25 feet to the point of tangent; thence along said tangent a distance of 79.52 feet to the point of another curve to the left, having a central angle of 26 degrees 14 minutes a radius of 373.29 feet; thence along the arc of said curve a distance of 170.91 feet to the point of tangent; thence along said tangent a distance of 218.72 feet; thence 85 degrees 31 minutes to the right in a northeasterly direction a distance of 281.09 feet; thence 5 degrees 11 minutes to the left in a northeasterly direction a distance of 172.13 feet to the north line of the SW 1/4 of SW 1/4 of said Section 30, thence 79 degrees 12 minutes to the right along said north line a distance of 244.73 feet to the point of beginning.

PARCEL II

Part of the SW 1/4 of SW 1/4 of Section 30, Township 18 South Range 1 West, Shelby County, Alabama, being more particularly described as follows: From the northwest corner of said 1/4-1/4 section run in a southerly direction along the west line of said 1/4-1/4 section for a distance of 400.55 feet; thence turn an angle to the left of 90 degrees and run in an easterly direction for a distance of 825.23 feet to a point on the southwest right of way line of Cahaba Beach Road which is the point of beginning, thence turn an angle to the right of 145 degrees 59 minutes and run in a southwesterly direction for a distance of 103.18 feet, thence turn an angle to the left of 28 degrees 57 minutes and run in a southwesterly direction for a distance of 101.89 feet, thence turn an angle to the right of 89 degrees 30 minutes and run in a northwesterly direction for a distance of 71.16 feet, thence turn an angle to the right of 1 degree 41 minutes 50 seconds and run in a southwesterly direction for a distance of 334.42 feet; thence turn an angle to the left of 115 degrees 28 minutes 40 seconds and run in a southerly direction for a distance of 431.64 feet; thence turn an angle to the left of 13 degrees 18 minutes 40 seconds and run in a southeasterly direction for a distance of 147.95 feet; thence turn an angle to the left of 60 degrees 07 minutes and run in a southeasterly direction for a distance of 43.66 feet; thence turn an angle to the left of 79 degrees 24 minutes 40 seconds and run in a northeasterly direction for a distance of 90.61 feet; thence turn an angle to the right of 58 degrees 58 minutes 30 seconds and run in an easterly direction for a distance of 174.65 feet to an existing iron pin; thence turn an angle to the right of 5 degrees 43 minutes 24 seconds and run in an easterly direction for a distance of 330.17 feet to an existing iron pin being on the west right of way line of said Cahaba Beach Road, thence turn an angle to the left and run along said west right of way line for a distance of 532 feet, more or less, to the point of beginning, containing 6.04 acres, more or less.

RECORDING FEES  
Recording Fee \$22.50  
Total \$23.50

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
1986 AUG -7 AM 10:00

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