

JEFFERSON FEDERAL SAVINGS  
215 North 21st Street  
BIRMINGHAM, ALABAMA 35203

**AMENDED AND RESTATED ADJUSTABLE LOAN NOTE**  
**(Hereinafter called Note)**  
**(Interest Rate Limits)**

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE EVERY YEAR SUBJECT TO THE LIMITS STATED IN THIS NOTE. IF MY INTEREST RATE INCREASES, MY MONTHLY PAYMENTS WILL BE HIGHER. IF MY INTEREST RATE DECREASES, MY MONTHLY PAYMENTS WILL BE LOWER.

This AMENDED AND RESTATED ADJUSTABLE LOAN NOTE is made this 29th day of December, 1988 and is incorporated into and shall be deemed to amend and supplement the original Note in the amount of Two Hundred Ten Thousand and 00/100 (\$ 210,000.00) Dollars dated the 11th day of September, 1987 and secured by a certain Mortgage recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Volume 152 Page 335, and which said Note and Mortgage as amended by this Note are being assumed by the undersigned Borrower.

1918 Crest Ridge Drive, Birmingham, AL 35244  
[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In connection with the loan that I have assumed, I promise to pay U.S. \$ 208,206.81 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Jefferson Federal Savings and Loan Association of Birmingham. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

**2. INTEREST**

Interest will be charged on that part of principal which has not been paid, beginning on December 1, 1988 and continuing until the full amount of principal has been paid.

Beginning on December 1, 1988, I will pay interest at a yearly rate of 10.00 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making payments every month on the date due.

I will make my monthly payments on the first day (due date) of each month beginning on January 1, 1989. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note or the Security Instrument. My monthly payments will be applied to interest before principal. If, on October 1, 2017, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date".

I will make my monthly payments at 215 North 21st Street, Birmingham, AL 35203 or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly principal and interest payment will be in the amount of U.S. \$ 1839.20. This amount will change if the interest rate that I must pay changes. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the first day of January, 1990, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date".

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new Index which is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and 3/4 percentage points (2.75%) to the Current Index. The Note Holder will then round the result of this addition to the highest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4 (D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal balance of my loan I am expected to owe on the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The rate of interest I am required to pay shall never be increased or decreased on any single Change Date by more than ☐ one and one-half percentage points (1.50%) ☒ two percentage points (2.00%) [Check only one box] from the rate of interest I have been paying for the preceding twelve months. My interest rate shall never be greater than 16.00 %

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will mail or deliver to me a notice of any changes in the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**5. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or a partial prepayment without paying any penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates of my monthly payments unless the Note Holder agrees in writing to those delays. My partial prepayment will reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

**6. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

**7. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any of my monthly payments by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on any late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default (ACCELERATION)**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed or delivered to me.

**(D) No Waiver by Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by mailing it by first class mail or by delivering it to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address in writing.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address in writing.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor surety, or endorser of this Note is also obligated to do

these things. Any person who takes over these obligations, including the obligations of a guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. THIS NOTE SECURED BY A SECURITY INSTRUMENT

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") which I am assuming as modified by an Adjustable Mortgage Loan Rider, dated the same day as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument and Rider describe how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**"Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the property or an interest therein is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Security Instrument.

If Lender exercises such option to accelerate, Lender shall mail Borrower a notice of acceleration in accordance with paragraph C of the aforementioned Adjustable Loan Rider (Exhibit B). Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph E of the aforementioned Adjustable Loan Rider (Exhibit B).

Notwithstanding a sale or transfer, Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has released Borrower in writing."

Witness the hand(s) and seal(s) of the undersigned.

Judy Ann McArthur  
Witness

Donald Edward McArthur (Seal)  
Borrower  
Donald Edward McArthur

Judy Ann McArthur (Seal)  
Borrower  
Judy Ann McArthur

\_\_\_\_\_  
(Seal)  
Borrower

THE STATE OF ALABAMA

[Sign Original Only]

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Donald Edward McArthur & Judy Ann McArthur whose name(s) are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 3rd day of January, 19 89.

STATE OF ALABAMA  
I CERTIFY THIS  
INSTRUMENT WAS FILED

89 JAN 16 PM 12:31

Thomas L. Hargrett  
JUDGE OF PROBATE

1. Deed Tax \$ \_\_\_\_\_  
2. Mtg Tax \_\_\_\_\_  
3. Recording Fee 7.50  
4. Indexing Fee 1.00  
TOTAL 8.50

Larry L. Halcomb Notary Public  
My commission expires 1/23/90

JEFFERSON FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF BIRMINGHAM  
("Association")

BY: Charles B. Bernhard, III  
ITS: Assistant Vice President, Charles B. Bernhard, III

THE STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Charles B. Bernhard, III whose name as Asst. Vice President of Jefferson Federal Savings and Loan Association of Birmingham, a federally chartered savings and loan association, an association, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, 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 seal of office, this 13th day of January, 1989

Camille Taylor  
Notary Public

My commission expires \_\_\_\_\_  
MY COMMISSION EXPIRES APRIL 25, 1989