

188  
STEINER BANK

ADJUSTABLE RATE LINE OF CREDIT MORTGAGE

NOTICE: THIS ADJUSTABLE RATE MORTGAGE SECURES AN OPEN-END CREDIT PLAN WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE ANNUAL PERCENTAGE RATE. INCREASES IN THE ANNUAL PERCENTAGE RATE MAY RESULT IN HIGHER MINIMUM MONTHLY PAYMENTS AND IN INCREASED FINANCE CHARGES. DECREASES IN THE ANNUAL PERCENTAGE RATE MAY RESULT IN LOWER MINIMUM MONTHLY PAYMENTS.

THIS IS A FUTURE ADVANCE MORTGAGE AND THE PROCEEDS OF THE OPEN-END CREDIT SECURED BY THIS MORTGAGE WILL BE ADVANCED BY THE MORTGAGEE UNDER THE TERMS OF A CREDIT AGREEMENT BETWEEN THE MORTGAGEE AND THE BORROWER NAMED HEREIN.

STATE OF ALABAMA     )  
                              )  
COUNTY OF SHELBY    )

THIS INDENTURE is made and entered into this 27th day of February, 19 91, by and between Frank R. Tapscott and wife, Jill D. Tapscott

(hereinafter called the "Mortgagor", whether one or more than one) and STEINER BANK, which is organized and existing under the laws of the State of Alabama, and whose address is 1920 Third Avenue North, Birmingham, Alabama, 35203 (hereinafter called the "Mortgagee").

Recitals

A. The Secured Line of Credit. Frank R. Tapscott and wife,

Jill D. Tapscott (hereinafter called the "Borrower", whether one or more than one) is now or may become in the future justly indebted

to the Mortgagee in the maximum principal amount of Twenty Five Thousand Five

Hundred and No/100 ----- Dollars (\$25,500.00) (the "Credit Limit") pursuant to a certain open-end line of credit established by the Mortgagee for the Borrower pursuant to an agreement entitled, "Real Estate Equity Line of

Credit Agreement", dated the 27th day of February, 19 91 (the "Credit Agreement"). The Credit Agreement provides for an open-end credit plan pursuant to which the Borrower may borrow and repay, and reborrow and repay, amounts from the Mortgagee up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit.

B. Rate and Payment Changes. The Credit Agreement provides for finance charges to be computed on the unpaid balance outstanding from time to time under the Credit Agreement at an adjustable Annual Percentage Rate. The Annual Percentage Rate may be increased or decreased each billing cycle based on changes in an Index. The Index is the prime rate as reported in the money rates of the Wall Street Journal. The Annual Percentage Rate is equal to the Index

plus a margin of 1.50 %. The Annual Percentage Rate on the date of this

Mortgage is 10.50 %. The maximum Annual Percentage Rate applicable to the

Credit Agreement is 18.00 %. Any increase in the Annual Percentage Rate may result in increased finance charges under the Credit Agreement.

Agreement

NOW, THEREFORE, in consideration of the premises and to secure the payment of (a) all advances heretofore or from time to time hereafter made by the Mortgagee to the Borrower under the Credit Agreement, or any extensions or renewals thereof, up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit; (b) all finance charges payable from time to time on said advances, or any part thereof; (c) all other charges, costs and expenses now or hereafter owing by the Borrower to the Mortgagee pursuant to the Credit Agreement, or any extension or renewal thereof; (d) all other

indebtedness, obligations and liabilities now or hereafter owing by the Borrower to the Mortgagee under the Credit Agreement, or any extensions or renewals thereof; and (e) all advances by the Mortgagee under the terms of this Mortgage (the aggregate amount of all such items described in (a) through (e) above being hereinafter collectively referred to as "Debts"), and the compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate, situated in Shelby County, Alabama (said real estate being hereinafter called the "Real Estate"), to-wit:

Lot 13, Block 3, according to the survey of Cedar Cove, Phase 111, as recorded in Map Book 10, Page 34, in the Probate Office of Shelby County, Alabama.

BOOK 331 PAGE 903

Subject to:

Mortgage from Frank R. Tapscott and Jill D. Tapscott to Jefferson Federal Savings and Loan Association, dated October 27, 1989, recorded November 3, 1989 in Book 264, page 567, in the Office of the Judge of Probate of Shelby County, Alabama.

which has the address of 121 Cedar Cove Drive.

(City) Pelham, Alabama 35124 (Zip Code).

TO HAVE AND TO HOLD the Real Estate unto the Mortgagee, its successors and assigns forever, together with all the improvements now or hereafter erected on the Real Estate and all easements, rights, privileges, tenements, appurtenances, rents, royalties, mineral, oil and gas rights, water, water rights and water stock and all fixtures now or hereafter attached to this Real Estate, all of which, including replacements and additions thereto shall be deemed to be and remain a part of the Real Estate covered by this Mortgage; and all of the foregoing are hereinafter referred to as the "Property" and shall be conveyed by this Mortgage.

The Mortgagor covenants with the Mortgagee that the Mortgagor is lawfully seized in fee simple of the Property and has a good right to sell and convey the Property as aforesaid; that the Property is free of all encumbrances, except as stated herein and the Mortgagor will warrant and forever defend the title to the Property unto the Mortgagee against the lawful claims of all persons, except as otherwise herein provided.

1. Payment of Obligations. Borrower shall promptly pay when due the the obligations incurred under the Credit Agreement.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Mortgagee under the Credit Agreement and paragraph 1 hereof shall be applied by Mortgagee according to the terms of the Credit Agreement.

3. Prior Mortgages and Deeds of Trust; Charges; Liens. Mortgagor shall promptly pay or cause to be paid all taxes, assessments, charges, fines, impositions, and other liens which may attain a priority over this Mortgage and leasehold payments or ground rents, if any, by Mortgagor making payment, when due, directly to the payee thereof. Mortgagor shall promptly furnish to Mortgagee receipts evidencing such payments. 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.

It is specifically agreed that in the event default should be made in the payment of principal, interest or any other sums payable under the terms and provisions of any prior mortgage or other lien, the Mortgagee shall have the right without notice to anyone, but shall not be obligated, to pay part or all of whatever amounts may be due under the terms of the prior mortgage or lien, and any and all payments so made shall be added to the Debt secured by this Mortgage and the Debt (including all such payments) shall be immediately due and payable, at the option of the Mortgagee, and this Mortgage shall be subject to foreclosure in all respects as provided by law and by the provisions hereof.

The Mortgagor hereby authorizes the holder of any prior mortgage encumbering the Property to disclose to the Mortgagee the following information: (a) the amount of indebtedness secured by such mortgage; (b) the amount of such indebtedness that is unpaid; (c) whether any amount owed on such indebtedness is or has been in arrears; (d) whether there is or has been any default with respect to such mortgage or the indebtedness secured thereby; and (e) any other information regarding such mortgage or the indebtedness secured thereby which the Mortgagee may request from time to time.

5. Hazard Insurance. Mortgagor shall keep the improvements now existing or hereafter erected on the Property continuously insured, in such manner and by such companies as may be satisfactory to the Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsements, with loss, if any, payable to the Mortgagee, as its interest may appear; such insurance to be in an amount sufficient to cover the Debt. The original insurance policy, and all replacements therefor, shall be delivered to and held by the Mortgagee until the Debt is paid in full. The original insurance policy and all replacements therefor must provide that they may not be cancelled without the insurer giving at least ten days prior written notice of such cancellation to the Mortgagee. The Mortgagor hereby assigns and pledges to the Mortgagee, as further security for the payment of the Debt, each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every such policy, including but not limited to all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgagor fails to keep the Property insured as specified above, then, at the election of the Mortgagee and without notice to any person, the Mortgagee may declare the entire Debt due and payable and this Mortgage subject to foreclosure, and this Mortgage may be foreclosed as hereinafter provided; and, regardless of whether the Mortgagee declares the entire Debt due and payable, the Mortgagee may, but shall not be obligated to, insure the Property for its full insurable value (or for such lesser amount as the Mortgagee may wish) against such risks of loss, for its own benefit the proceeds from such insurance (less cost of collecting same), if collected, to be credited against the Debt, or, at the election of the Mortgagee, such proceeds may be used in repairing or reconstructing the improvements located on the Property.

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

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

All amounts spent by the Mortgagee for insurance shall become a debt due by the Mortgagor to the Mortgagee and at once payable without demand upon or notices to the Mortgagor, and shall be secured by the lien of this Mortgage, and

shall bear interest from the date of payment by the Mortgagee until paid at the rate of interest provided for in the Credit Agreement.

6. Other Property Rights Conveyed. As further security for the payment of the Debt, the Mortgagor hereby assigns and pledges to the Mortgagee, the following described property rights, claims, rents, profits, issues and revenues:

(a) All rents, profits, issues, and revenues of the Property from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues;

(b) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Property, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments made for the voluntary sale of the Property, or any part thereof, in lieu of the exercise of the power of eminent domain, shall be paid to the Mortgagee. The Mortgagee is hereby authorized on behalf of and in the name of the Mortgagor to execute and deliver valid acquittances for, appeal from, any such judgments or awards. The Mortgagee may apply all such sums received, or any part thereof, after the payment of all the Mortgagee's expenses incurred in connection with any proceeding or transaction described in this subparagraph (b), including court costs and attorney's fees, on the Debt in such manner as the Mortgagee elects, or, at the Mortgagee's option, the entire amount or any part thereof so received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the Property.

7. 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 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 or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

8. Protection of Mortgagee'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 Mortgagee's interest in the Property, then Mortgagee, at Mortgagee'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 Mortgagee's interest. If Mortgagee 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 Mortgagee's written agreement or applicable law.

Any amounts disbursed by Mortgagee pursuant to this paragraph 8, with interest thereon, shall become additional indebtedness of Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree to other terms of payment, such amounts shall be payable upon notice from Mortgagee to Mortgagor requesting payment thereof. Nothing contained in this paragraph 8 shall require Mortgagee to incur any expense or take any action hereunder.

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

10. Mortgagor Not Released; Forbearance By Mortgagee Not a Waiver. The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this Mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagee by one of its duly authorized representatives or agents.



Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee 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. Mortgagee 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 Mortgagee 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 Mortgagee and Mortgagor, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Mortgagor shall be joint and several. Any Mortgagor who co-signs this Mortgage, but does not execute the Credit Agreement (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the Property to Mortgagee under the terms of this Mortgage, (b) is not personally liable on the Credit Agreement or under this Mortgage, and (c) agrees that Mortgagee 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 Credit Agreement 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 Property Address or at such other address as Mortgagor may designate by notice to Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail to Mortgagee's address stated herein or to such other address as Mortgagee 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 Mortgagee 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 Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Credit Agreement which can be given effect without the conflicting provision. It is agreed that the provisions of the Mortgage and the Credit Agreement are severable and that, if any one or more of the provisions contained in this Mortgage or in the Credit Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof; this Mortgage and the Credit Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein. If enactment or expiration of applicable laws has the effect of rendering any provision of this Mortgage or of the Credit Agreement unenforceable according to its terms, Mortgagee, at its option, may require the immediate payment in full of all sums secured by this Mortgage and may invoke any remedies permitted hereunder. 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 a conformed copy of the Credit Agreement and of this Mortgage at the time of execution or after recordation hereof.

15. Transfer of the Property or a Beneficial Interest in Mortgagor. If all or any part of the Property or an interest therein is sold or transferred by Mortgagor (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without Mortgagee's prior written consent, Mortgagee may, at Mortgagee's option, declare all the sums secured by this Mortgage to be immediately due and payable. However, this option shall not be exercised by Mortgagee if exercise is not authorized by Federal law.

If Mortgagee exercises such option to accelerate, Mortgagee shall mail Mortgagor notice of acceleration in accordance with paragraph 12 hereof. Such

notice shall provide a period of not less than 30 days from the date the notice is mailed within which Mortgagor may pay the sums declared due. If Mortgagor fails to pay such sums prior to the expiration of such period, Mortgagee may, without further notice or demand on Mortgagor, invoke any remedies permitted by paragraph 16 hereof.

16. Acceleration; remedies. Except as provided in paragraph 15 hereof, upon Mortgagor's or Borrower's breach of any covenant or agreement of Mortgagor or Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Mortgagee prior to acceleration shall give notice to Mortgagor as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage and sale of the Property. If the breach is not cured on or before the date specified in the notice, Mortgagee at Mortgagee's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Mortgagee shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 16, including but not limited to, reasonable attorneys' fees.

If Mortgagee invokes the power of sale, Mortgagee shall mail a copy of a notice of sale to Mortgagor in the manner provided in paragraph 12 hereof. Mortgagee shall publish the notice of sale once a week for three consecutive weeks in some newspaper published in the County where the Property is located, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of said County. Mortgagee shall deliver to the purchaser Mortgagee's deed conveying the Property so sold. Mortgagee or Mortgagee'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.

17. Mortgagor's Right to Reinstate. Notwithstanding Mortgagee's acceleration of the sums secured by this Mortgage due to Mortgagor's or Borrower's breach, Mortgagor shall have the right to have any proceedings begun by Mortgagee to enforce this Mortgage discontinued at any time prior to the earlier to occur of (a) the fifth day before sale of the Property pursuant to the power of sale contained in the Mortgage or (b) entry of a judgment enforcing this Mortgage if: (i) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage and the Credit Agreement had no acceleration occurred; (ii) Mortgagor cures all breaches of any other covenants or agreements of Mortgagor and Borrower contained in this Mortgage; (iii) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Borrower and Mortgagor contained in this Mortgage, and in enforcing Mortgagee's remedies as provided in paragraph 16 hereof, including, but not limited to, reasonable attorneys' fees; and (iv) Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's interest in the Property and Borrower'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.

18. Assignment of Rents; Appointment of Receiver; Mortgagee in Possession. As additional security hereunder, Mortgagor hereby assigns to Mortgagee the rents of the Property, provided that Mortgagor shall, prior to acceleration under paragraph 16 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 16 hereof or abandonment of the Property, Mortgagee, 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 Mortgagee or the receiver shall be applied first to payment of the costs 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. Mortgagee and the receiver shall be liable to account only for those rents actually received.

19. Future Advances. Mortgagor may obtain future extensions of credit. These future extensions and all debts, costs, or fees associated with them shall be secured by this Mortgage, without the need for either Mortgagor or Mortgagee to execute any new agreement or mortgage.

20. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

21. Release. This Mortgage and Mortgagee's rights and Mortgagor's obligations shall remain perpetual until such time as Mortgagee or Mortgagor provides written notice of termination to the other party and all sums secured hereby have been paid in full. At such time, Mortgagee shall cause a release and satisfaction to be entered on the records of the appropriate recording authority. This Mortgage is not released if written notice is given and any amount secured hereby is unpaid. Nor shall this Mortgage be released if the Line of Credit it secures is paid to zero unless the Mortgagee or Mortgagor has sent to the other written notice of termination. Mortgagor shall pay all costs of recordation.

22. Waiver of Homestead, Dower and Curtesy. Mortgagor hereby waives all rights of homestead exemption in the Property and relinquishes all right of dower and curtesy in the Property.

23. Loan Charges. If the credit secured by this Mortgage is subject to a law which sets maximum credit charges, and that law finally is interpreted so that the interest or other credit charges collected or to be collected in connection with the credit exceed permitted limits, then: (a) any such credit charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Mortgagee may choose to make this refund by reducing the balance owed under the Credit Agreement or by making direct payment to Borrower. If a refund reduces the balance, the reduction will be treated as a partial prepayment under the Credit Agreement.

24. Captions. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

25. Miscellaneous. Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this Mortgage, whether one or more natural persons. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned, and every option, right and privilege herein reserved or secured to the Mortgagee, shall inure to the benefit of the Mortgagee's successors and assigns.

IN WITNESS WHEREOF, the undersigned Mortgagor has (have) executed this instrument on the date first written above.

Frank R. Tapscott (SEAL)  
Frank R. Tapscott

Bill D. Tapscott (SEAL)  
Bill D. Tapscott

\_\_\_\_\_  
(SEAL)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned for the purpose of securing the payment of the Debt and the Credit Agreement of even date executed by the Borrower, hereby mortgages, grants, bargains, sells and conveys to Mortgagee, its successors and assigns, with power of sale, all his/her/its/their interest in the Property.

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

ACKNOWLEDGEMENT

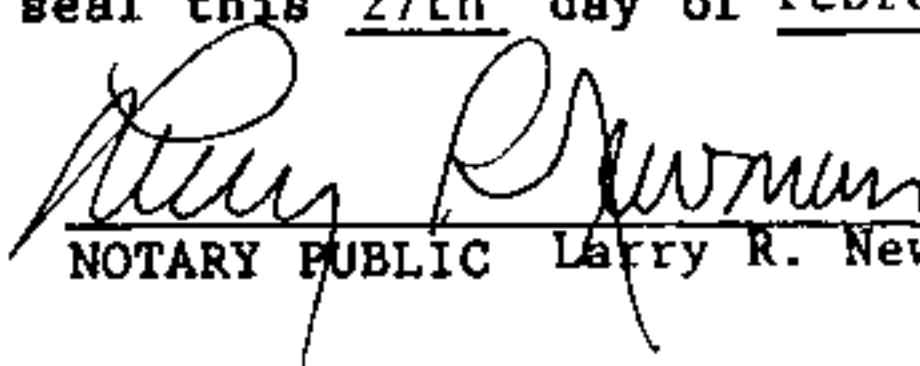
STATE OF Alabama )  
 )  
Jefferson COUNTY )

I, the undersigned authority, a Notary Public, in and for said County in  
 said State, hereby certify that Frank R. Tapscott and Jill D. Tapscott  
 \_\_\_\_\_, whose name(s)

are            signed to the foregoing conveyance, and who are known to me,  
 acknowledged before me on this day that, being informed of the contents of said  
 conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of February,  
 19 91.

My Commission expires: 1-2-92

  
 NOTARY PUBLIC Larry R. Newman

STATE OF \_\_\_\_\_ )  
 )  
 \_\_\_\_\_ COUNTY )

I, the undersigned authority, a Notary Public, in and for said County in  
 said State, hereby certify that \_\_\_\_\_, whose name

as \_\_\_\_\_ of \_\_\_\_\_, a  
 corporation, is signed to the foregoing conveyance, and who is known to me,  
 acknowledged before me on this day that, being informed of the contents of the  
 conveyance, he, as such officer and with full authority, executed the same  
 voluntarily for and as the act of said Corporation.

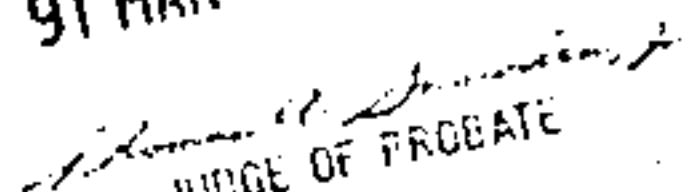
Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_,  
 19\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
 NOTARY PUBLIC

This instrument prepared by: Larry R. Newman, Attorney At Law  
 3021 Lorna Road, Suite 310  
 Birmingham, Alabama 35216

1. Deed Tax	-----\$	
2. Mfg. Tax	-----\$	38.25
3. Recording Fee	-----\$	20.00
4. Indexing Fee	-----\$	3.00
5. No Tax Fee	-----\$	
6. Certified Fee	-----\$	1.00
Total	-----\$	62.25

STATE OF ALA. SHERIFF  
 I CERTIFY THIS  
 INSTRUMENT WAS FILED  
 91 MAR -5 AM 9:38  
  
 JUDGE OF PROBATE