

1788

FIRST NATIONAL BANK OF COLUMBIANA
Post Office Box 977
Columbiana, Alabama 35051

ADJUSTABLE RATE MORTGAGE

II. This Adjustable Rate Mortgage made this 25th day of July, 19 91, by and between Jeff D. Falkner, Jr., a married man, (hereinafter collectively referred to as "Mortgagor" whether singular or plural), whose address is P.O. Box 1376 Columbiana, Alabama 35051 and THE FIRST NATIONAL BANK OF COLUMBIANA, a National Banking corporation (hereinafter referred to as "Mortgagee"), whose address is Post Office Box 977 Columbiana, Alabama 35051.

Note. Mortgagor is giving Mortgagee this Adjustable Rate Mortgage in order to secure the indebtedness to Mortgagee, in the principal sum of Twelve Thousand and no/100----- (\$12,000.00) Dollars, which is evidenced by an Adjustable Rate Mortgage Note (hereinafter referred to as "Note"), of even date herewith and any renewals and extensions thereof with interest thereon, and due and payable on the maturity date set out in the "Note" if not paid on an earlier date.

II. In consideration of the mutual promises herein contained Mortgagor does hereby grant and convey to Mortgagee, and its successors and assigns with power of sale, the property ("Property") described below.

(A) The real estate ("Real Estate") located at East Side of Paradise Point Drive, 1000' So of Intersection of Co Rd. 28 Columbiana in SHELBY County, ALABAMA, to wit:

Property being described on Exhibit "A" attached hereto and made part and parcel hereof and incorporated by reference as fully as if set out herein, which said exhibit is signed for the purpose of identification.

The above described property does not constitute any portion of the homestead of the Mortgagor or the spouse of the Mortgagor, Jeff D. Falkner, Jr.

✓ J.A.B.P

(B) All building, structures and other improvements that are located on the Real Estate;

(C) All other property rights that Mortgagor has as owner of the Real Estate. These rights are known as "easements, rights and appurtenances attached to the Property;"

(D) All rents or royalties from the Real Estate;

(E) All mineral, oil and gas rights and profits, water rights and water stock that are part of the Real Estate that Mortgagor may now or in the future acquire;

(F) All rights of Mortgagor in the land which lies in the streets or roads in front of, or next to, the Real Estate;

(G) All fixtures on the Real Estate and paragraph (B) of this section;

(H) All property, improvements and rights described in paragraphs (B) through (F) of this section that Mortgagor may acquire in the future, and;

(I) All replacements of or additions to the property described in paragraphs (B) through (F) and paragraph (H) of this section, and

(J) All replacements of or additions to the fixtures that are on the Real Estate and the improvements described in paragraph (B) of this section.

TO HAVE AND TO HOLD the same and every part thereon unto the Mortgagee, its successors and assigns forever.

III. Mortgagee may exercise all rights contained herein if Mortgagor does not:

(A) Well and truly pay and discharge every indebtedness hereby secured as it shall become due and payable, any renewal or extensions thereon, and any other notes or obligations of Mortgagor to Mortgagee whether now or hereafter incurred;

(B) Eventually pay, with interest, any amounts that Mortgagee spends under this Adjustable Rate Mortgage to protect the value of the Property and its rights in the Property; and

(C) Keep all promises and agreements under this Adjustable Rate Mortgage.

Mortgagor warrants and represents that except for the "exceptions" listed in any title insurance policy which insures Mortgagee's rights in the Property;

(A) Mortgagor lawfully owns the Property;

(B) Mortgagor has the right to mortgage and convey the Property to Mortgagee; and

(C) There are no outstanding claims or charges against the Property.

Mortgagor hereby gives Mortgagee a general warranty of title. This means that Mortgagor will be fully responsible for any losses which Mortgagee suffers because someone other than Mortgagee has some of the rights in the Property which Mortgagor promises that Mortgagor has. Further, Mortgagor promises that Mortgagor will defend Mortgagee's ownership of the Property against any claims of such rights.

IV. For the purpose of further securing the payment of the indebtedness, Mortgagor hereby warrants, covenants, and agrees with Mortgagee, its successors and assigns, as follows:

1. Payment of Taxes; Disclosure of Liens; Inferior Liens. Mortgagor shall pay all taxes, assessments, water rents and other governmental charges levied upon the premises, in a timely fashion. If Mortgagor defaults in the payment of Mortgagor's taxes and other charges, Mortgagee may, at its option, pay the taxes, and other charges, and such payments shall be a lien on the Property and added to the amount of the Mortgagor's debt to Mortgagee secured by this Adjustable Rate Mortgage.

Mortgagor agrees to pay or satisfy all liens against the Property that may be superior to this Adjustable Rate Mortgage. However, Mortgagor does not have to satisfy a superior lien if:

(A) Mortgagor agrees, in writing, to pay the obligation which gave rise to the superior lien and Mortgagee approves the way in which Mortgagor agrees to pay that obligation;

(B) Mortgagor, in good faith, argues or defends against the superior lien in a lawsuit so that, during that lawsuit, the superior lien may not be enforced and no part of the Property may be given up; or

(C) Mortgagor obtains from the holder of such lien on agreement which subordinates, i.e. gives Mortgagee priority over, the competing lien.

Mortgagor agrees not to allow any creditor to place a lien on or receive any security interest in the Property securing

Mortgagee's indebtedness described above, without first notifying Mortgagee. Failure to so notify will be an act of default, and Mortgagee may require Mortgagor to immediately pay all outstanding sums.

2. Insurance. Mortgagor agrees that Mortgagor will keep the buildings erected or to be erected on the Property insured against the loss or damage by fire, and such other hazards as may be specified by Mortgagee, for the benefit of Mortgagee, and by insurers and in amounts approved by Mortgagee, Mortgagor also agrees to deliver such insurance policy or policies to Mortgagee, and have attached thereto loss payable clauses in favor of and in a form acceptable to Mortgagee. The fire insurance policy shall contain the usual extended coverage endorsement.

If Mortgagor fails to obtain such insurance, Mortgagee may, at its option, obtain such insurance, and the premium therefor shall be a lien on the Property and added to the amount of Mortgagee's obligations secured by this Adjustable Rate Mortgage. In the case of a loss, any insurance proceeds payable to Mortgagor and/or Mortgagee are, to the extent of Mortgagor's interest, hereby assigned to Mortgagee. Mortgagee may use such proceeds to preserve and protect its rights under this Adjustable Rate Mortgage and Note, or to secure repayment of the Note or to rebuild or restore the damaged buildings or improvements, as it deems best. Further, Mortgagee shall have the absolute right to settle and compromise all claims under any policies of insurance.

3. Mortgagor's Agreement to Maintain the Property; Lease Obligations; Agreements About Condominiums and Planned Unit Developments. Mortgagor agrees to keep the Property in good repair. Mortgagor will not destroy, damage or substantially change the Property, and Mortgagor will not allow the Property to deteriorate. If Mortgagor does not own but is a tenant on the Property, Mortgagor will fulfill all obligations under Mortgagor's lease.

If the Property is a unit in a condominium project or a planned unit development, Mortgagor will fulfill all of Mortgagor's obligations under the Declaration, By-Laws, Regulations and other documents that create or govern the condominium project or planned unit development. Also, Mortgagor will not divide the Property into smaller parts that may be owned separately, and Mortgagor will not consent to any of the following unless Mortgagor has first given Mortgagee notice and obtained Mortgagee's consent in writing.

(A) The abandonment or termination of the condominium project or planned unit development, unless, in the case of the condominium, the abandonment or termination is required by law;

(B) Any significant change to the Declaration, By-Laws or Regulations of the Owner's Association, Trust Agreement,

Articles of Incorporation, or other documents that create or govern the condominium project or planned unit development, including, for example, a change in the percentage of ownership rights held by unit owners in the condominium project or in the common area or facilities of the planned unit development;

(C) A decision by the Owner's Association to terminate professional management and to begin self-management of the condominium project or planned unit development; and

(D) The transfer, release, creation of liens, partition or subdivision of all or part of the common areas and facilities of the planned unit development.

If a condominium or planned unit development rider is executed by Mortgagor and recorded together with this Adjustable Rate Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Adjustable Rate Mortgage, as if the rider were a part hereof.

4. Mortgagee's Right to Protect the Property. If;

(A) Mortgagor does not keep Mortgagor's promises and agreements made in this Adjustable Rate Mortgage, or (B) someone, including Mortgagor, begins a legal proceeding that may significantly affect Mortgagee's rights in the Property (such as, for example, a proceeding in bankruptcy, in probate for condemnation, or to enforce laws or regulations), then Mortgagee may do and pay for whatever is necessary to protect the value of the Property and Mortgagee's rights in the Property. Mortgagee's actions under this paragraph may include, for example, appearing in court, paying reasonable attorney's fees, and entering the Property to make repairs. Mortgagee may give Mortgagor notice before Mortgagee will take any of these actions.

Mortgagor must pay to Mortgagee any amounts, with interest, which Mortgagee spends under this paragraph. This Adjustable Rate Mortgage will protect Mortgagee in case Mortgagor does not keep the promise to pay those amounts with interest.

Mortgagor must pay all amounts due to Mortgagee when Mortgagee sends Mortgagor a notice requesting that Mortgagor do so. Mortgagor will also pay interest on those amounts at the same rate stated in the Note. However, if payment of interest at that rate would violate the law, Mortgagor will pay interest on the amounts spent by Mortgagee under this paragraph at the highest rate that the law allows. Interest on each amount will begin on the date that the amount is spent by Mortgagee. However, Mortgagor and Mortgagee may agree in writing to terms of payment that are different from those in this paragraph.

Any amounts Mortgagee disburses pursuant to this paragraph with interest thereon, shall become additional indebtedness of Mortgagor secured by this Adjustable Rate Mortgage.

Although Mortgagee may take action under this paragraph, Mortgagee does not have to do so and any failure to act shall not be considered a waiver of any rights the Mortgagee has.

5. Condemnation. A taking of Property by any governmental authority by eminent domain is known as "condemnation." Upon such condemnation, Mortgagor hereby gives to Mortgagee the Mortgagor's right:

(A) To proceeds of all awards or claims for damages resulting from condemnation or other governmental taking of the Property (or, if the Property includes a unit in a planned unit development, of the common areas and facilities of the planned unit development); and

(B) To proceeds from a sale of the Property (or, if the Property includes a unit in a planned unit development, of the common areas and facilities of the planned unit development) that is made to avoid condemnation. All of those proceeds are to be paid to Mortgagee.

If all of the Property is taken, the proceeds will be used to reduce the amount that Mortgagor owes to Mortgagee under the Note and this Adjustable Rate Mortgage. If any of the proceeds remain after the amount that Mortgagor owes to Mortgagee has been paid in full, the remaining proceeds will be paid to Mortgagor. Unless Mortgagor and Mortgagee agree otherwise in writing, if only a part of the Property taken (or, if the Property has a unit in a planned unit development, if all or part of the common areas or facilities of the planned unit development are taken), the amount that Mortgagor owes Mortgagee will only be reduced by the amount of proceeds, multiplied by the following amount:

i. The total amount the Mortgagor owes to Mortgagee under the Note and this Adjustable Rate Mortgage immediately before the taking, and divided by

ii. The fair market value of the Property immediately before the taking. The remainder of the proceeds will be paid to Mortgagor. The use of proceeds to reduce the amount that Mortgagor owes Mortgagee will not be a prepayment that is subject to the prepayment charge provisions, if any, under the Note.

If Mortgagor abandons the Property, or if Mortgagor does not answer within thirty days a notice from Mortgagee stating that a governmental authority has offered to make a payment or to settle a claim for damages, then Mortgagor hereby grants Mortgagee the authority to collect the proceeds. Mortgagee may then use the

proceeds to repair or restore the Property or to reduce the amount that Mortgagor owes to Mortgagee under the Note and this Adjustable Rate Mortgage. The thirty day period will begin on the date the notice is mailed, or if it is not mailed, on the date the notice is delivered. If any proceeds are used to reduce the amount of principal which Mortgagor owes Mortgagee under the Note, that use will not delay the due date or change the amount of any of Mortgagor's monthly payments under the Note. However, Mortgagor and Mortgagee may agree in writing to those delays or changes.

6. Our Right of Inspection. Mortgagee, and others authorized by Mortgagee, may enter and inspect the Property. Mortgagee must do so in a reasonable manner and at a reasonable time. However, before one of the inspections is made, Mortgagee must give Mortgagor reasonable notice stating a reasonable purpose for the inspection. That purpose must be related to Mortgagee's rights in the Property.

7. Continuation of Mortgagor's Obligations. Mortgagee may allow a person who takes over Mortgagor's rights and obligations to delay or to change the amount of the monthly payments due under Mortgagor's Note or under this Adjustable Rate Mortgage. Even if Mortgagee does this, however, both that person and Mortgagor will still be fully obligated under the Note and under this Adjustable Rate Mortgage unless the conditions stated in this Adjustable Rate Mortgage have been met.

Mortgagee may allow those delays or changes for a person who takes over Mortgagor's rights and obligations, even if Mortgagee is requested not to do so. Mortgagee will not be required to bring a lawsuit against such a person for not fulfilling obligations under the Note or under this Adjustable Rate Mortgage, even if Mortgagee is requested to do so.

8. Obligations of Mortgagor and Persons Taking Over Mortgagor's Rights or Obligations; Agreement Concerning Captions. Subject to the terms of this Adjustable Rate Mortgage, any person who takes over Mortgagor's rights or obligations under this Adjustable Rate Mortgage and the Note shall have all of Mortgagor's rights and will be obligated to keep all of Mortgagor's promises and agreements made in this Adjustable Rate Mortgage and the Note. Similarly, any person who takes over Mortgagee's rights or obligations under this Adjustable Rate Mortgage and the Note will have all of Mortgagee's rights and will be obligated to keep all of Mortgagee's agreements made in this Adjustable Rate Mortgage and the Note.

If more than one person signs this Adjustable Rate Mortgage as Mortgagor, all are fully obligated to keep all of Mortgagor's promises and obligations contained in this Adjustable Rate Mortgage. Mortgagee may enforce its rights under this Adjustable Rate Mortgage against Mortgagors individually or against all of

Mortgagors together. This means that any one of the Mortgagors may be required to pay all amounts owed under the Note and under this Adjustable Rate Mortgage. However, if one Mortgagor does not sign the Note then:

(A) That person is signing this Adjustable Rate Mortgage only to convey his or her rights in the Property to Mortgagee under the terms of this Adjustable Rate Mortgage;

(B) He or she is not personally obligated to make payments or to act under the Note or under this Adjustable Rate Mortgage; and

(C) He or she agrees that Mortgagee and any borrower under the Note may agree to extend, modify, forbear or make any other accommodations with regard to the terms of this Adjustable Rate Mortgage or the Note without his or her consent and without releasing the cosigner or modifying this Adjustable Rate Mortgage as to the cosigner's interest in the Property.

The captions and titles of this Adjustable Rate Mortgage are for convenience only. They may not be used to interpret or to define the terms of this Adjustable Rate Mortgage.

9. Continuation of Mortgagee's Rights. Even if Mortgagee does not exercise or enforce any of its rights under this Adjustable Rate Mortgage, the Note or under the law, Mortgagee will still have all of those rights and may exercise them and enforce them in the future. Even if Mortgagee obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Mortgagee will still have the right to demand that Mortgagor make immediate payment in full of the amount that Mortgagor owes Mortgagee under the Note and under this Adjustable Rate Mortgage.

10. Mortgagee's Rights of Enforcement. Each of Mortgagee's rights under this Adjustable Rate Mortgage and the Note is separate. Mortgagee may exercise and enforce one or more of these rights, as well as any of Mortgagee's other rights under the law, one at a time or all at once.

11. Agreement Concerning Notices. Unless the law requires otherwise, any notice that must be given to Mortgagor under this Adjustable Rate Mortgage will be given by delivering it or by mailing it addressed to Mortgagor at the address stated in Section I above. A notice will be delivered or mailed to Mortgagor at a different address if Mortgagor gives Mortgagee notice of Mortgagor's change of address. Any notice that must be given to Mortgagee under this Mortgage will be given by mailing such notice to Mortgagee's address stated above. A notice should be mailed to Mortgagee at a different address if Mortgagee gives Mortgagor notice of the different address. A notice required by this

Adjustable Rate Mortgage is given when it is mailed or when it is delivered according to the requirements of this paragraph.

12. Agreement is Enforceable. If any terms of this Adjustable Rate Mortgage or of the Note conflict with any provisions of law, all other terms of this Adjustable Rate Mortgage and of the Note will still remain in effect if they can be given effect without the conflicting term. This means that any terms of the Adjustable Rate Mortgage and of the Note which conflict with the law can be separated from the remaining terms, and the remaining terms will still be enforced.

13. Mortgagor's Copy of the Note and of this Adjustable Rate Mortgage. Mortgagor will be given a copy of the Note and of this Adjustable Rate Mortgage. Those copies must show that the original Note and Adjustable Rate Mortgage have been signed. Mortgagor will be given those copies either when Mortgagor signs the Note and this Adjustable Rate Mortgage or after this Adjustable Rate Mortgage has been recorded in the proper official records.

14. Transfer of the Property. If Mortgagor sells all or any part of the Property, or if an interest herein is sold or transferred without Mortgagee's prior written consent, then Mortgagee may, at its option, declare all the sums secured by this Adjustable Rate Mortgage to be immediately due and payable. However, this option may not be exercised by Mortgagee if in so doing Mortgagee would violate any applicable law.

If Mortgagee exercises such an option to accelerate, Mortgagee shall mail notice of the acceleration to Mortgagor in accordance with this Adjustable Rate Mortgage. Such notice shall provide a period of not less than thirty 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 this Adjustable Rate Mortgage. The foregoing notwithstanding, Mortgagee may begin immediate proceedings to protect its interest in the Property.

15. Mortgagee's Rights Upon Mortgagor's Default. If Mortgagor should breach any of Mortgagor's agreements contained in this Adjustable Rate Mortgage of the Note, Mortgagee may "accelerate" Mortgagor's obligations. This means that all debts Mortgagor owes to Mortgagee shall become immediately due and payable. Before Mortgagee may accelerate, Mortgagee will mail Mortgagor a notice which may contain all of the following:

(A) How Mortgagor has breached this Adjustable Rate Mortgage or the terms of the Note;

(B) What Mortgagor must do to correct (or "cure") the breach;

(C) How long Mortgagor will have to cure the breach, which will be at least thirty days from the date the notice is mailed; and

(D) That Mortgagor's failure to cure the breach may result in the acceleration of Mortgagor's obligations and the sale by Mortgagee of the Property.

This notice also will tell Mortgagor that Mortgagor will have the right to "reinstate" (as defined below) after acceleration. Finally, the notice will tell Mortgagor of Mortgagor's right to show any defenses Mortgagor may have to acceleration and sale of the Property.

If Mortgagor does not cure the breach by the date stated in the notice, then Mortgagor will be in default, and Mortgagee may, at its option, declare all sums secured by this Adjustable Rate Mortgage immediately due and payable without further demand. Further, Mortgagee may sell the Property, or exercise any other legal right Mortgagee may have. After default, Mortgagee will be entitled to all costs it incurs in pursuing any rights it has, including, but not limited to, reasonable attorney's fees if Mortgagee refers the matter to an attorney.

If Mortgagee decides to sell the Property, it will give Mortgagor a copy of the notice of sale. The notice will contain the time, place and terms of sale and will be published for three consecutive weeks in a paper in the county where the Property is located. Mortgagor hereby grants to Mortgagee the power to sell the Property to the highest bidder (which may be Mortgagee, or its highest bidder) at a public auction on the steps of the county courthouse in the same county where the Property is located. Further, Mortgagor grants to Mortgagee, or its designated agent, the power to give a deed conveying the Property to the highest bidder. The proceeds from the sale will be applied first to the costs of the sale (which include, among other expenses, reasonable attorney's fees and title searches), then to the debt secured by this Adjustable Rate Mortgage, and finally to the person who is legally entitled to any remaining sums.

16. Remedies. If a Mortgagor is in default, Mortgagee has every remedy available at law. Mortgagee has the right to, among other things, demand repayment of the entire indebtedness, including all principal, interest and other charges. Further, Mortgagee can set-off this debt against any right of Mortgagor to payment of money from Mortgagee and make use of any remedy given to Mortgagee in any other remedy. The exercise of any right or remedy available to Mortgagee may be delayed without such delay being considered a waiver. Further, should Mortgagee not exercise any of its rights upon Mortgagor's default, Mortgagee has not waived its rights in the event of a later default.

17. Mortgagor's Right to Reinstate. Even if Mortgagee decides to accelerate and sell the Property, Mortgagor may have Mortgagee's foreclosure proceedings stopped under certain circumstances. In that case, Mortgagor must:

(A) Pay all amounts which would be due under the Note and this Adjustable Rate Mortgage as if no acceleration had occurred;

(B) Cure all breaches of this Adjustable Rate Mortgage;

(C) Pay all expenses Mortgagee incurred in attempting to enforce its rights under this Adjustable Rate Mortgage; and

(D) Take whatever steps Mortgagee may reasonably think are necessary to assure that this Adjustable Rate Mortgage, Mortgagee's interest in the Property, and Mortgagor's obligations will continue unimpaired. If Mortgagor pays all sums due and corrects all problems, then this Adjustable Rate Mortgage will continue in full force and effect as if no acceleration had occurred.

18. Mortgagee's Right to Rental Payments and Possession. As additional protection for Mortgagee, Mortgagor hereby grants to Mortgagee all of Mortgagor's rights to any rental payments from the Property. However, until Mortgagee requires immediate payment in full, or until Mortgagor abandons the Property, Mortgagor has the right to collect and keep those rental payments as they become due. Mortgagor hereby agrees that Mortgagor has not given any of Mortgagor's rights to rental payments from the Property to anyone else, and Mortgagor will not do so without Mortgagee's consent in writing.

If Mortgagee requires immediate payment in full, or if Mortgagor abandons the Property, then Mortgagee, persons authorized by Mortgagee, or a receiver appointed by a court at Mortgagee's request may:

(A) Collect the rental payments, including overdue rental payments directly from the tenants;

(B) Enter on and take possession of the Property;

(C) Manage the Property; and

(D) Sign, cancel and change leases. Mortgagor agrees that if Mortgagee notifies the tenants that Mortgagee has the right to collect rental payments directly from them under this paragraph, then the tenants may make those rental payments to Mortgagee without having to ask whether Mortgagor has failed to keep Mortgagor's promises and agreements under this Adjustable Rate Mortgage.

If there is a judgment in favor of Mortgagee in a lawsuit for foreclosure and sale, Mortgagor will pay Mortgagee reasonable rent from the date the judgment is entered for as long as Mortgagor occupies the Property. The foregoing notwithstanding, Mortgagor does not have the right to be a tenant on the Property.

All rental payments collected by Mortgagee or by a receiver, other than the rent paid by Mortgagee under this paragraph, will be used first to pay the costs of collecting rental payments and of managing the Property. If any part of the rental payments remain after those costs have been paid in full, the remaining part will be used to reduce the amount Mortgagor owes to Mortgagee under the Note and under this Adjustable Rate Mortgage. The cost of managing the Property may include the receiver's fees, reasonable attorney's fees, and the cost of any necessary bonds. Mortgagee and the receiver will be obligated to account only for those rental payments that Mortgagee actually receives.

19. Agreements About Future Advances.

Mortgagor may ask Mortgagee to make one or more future advances, or to extend or renew the Note. Any future advances, extensions or renewals and all debts, costs and fees associated with them, will be secured by this Adjustable Rate Mortgage. Neither Mortgagor nor Mortgagee will have to execute any additional agreements or mortgages to secure such additional advances unless requested by Mortgagee.

20. Discharge and Release. When Mortgagee has been paid all amounts due under Mortgagor's Note and under this Adjustable Rate Mortgage, Mortgagee will discharge this Adjustable Rate Mortgage by delivering a certificate or notation that this Adjustable Rate Mortgage has been satisfied. Mortgagor will not be required to pay Mortgagee for the discharge, but Mortgagor will pay all costs of recording the discharge in the proper official records.

21. Entire Agreement. This Adjustable Rate Mortgage constitutes the entire agreement between the parties as of the date of execution.

22. Submission to Jurisdiction. The Mortgagor irrevocably submits to the jurisdiction of each state or federal court sitting in Shelby County, Alabama (the "Courts") over any suit, action, or proceeding arising out of or relating to this Mortgage; and further, waives any objection that the Mortgagor may now or hereafter have based on improper venue, lack of jurisdiction, inconvenience or forum, in any action brought in any of the Courts.

23. Waiver of Jury Trial. The Mortgagor, the Guarantor, the Mortgagee, or a beneficiary or successor, or any of them, do each hereby waive all rights to a trial by jury in any suit, action, or proceeding relating to any transaction, grievance, or

claim under this Mortgage, including the Loan Documents. This waiver is knowingly, voluntarily and intentionally being entered into and is part of the consideration and inducement of the parties entering into this Mortgage and the making of the Note.

24. Maximum Credit Charges. Mortgagor has agreed, according to the terms set forth in the Note, to pay charges on credit extended to Mortgagor. If this credit is subject to law which sets a maximum charge, and this law as interpreted so that the interest or other credit charges which Mortgagee imposes exceeds permitted limits, then:

(A) Any such charge in violation of the law, as interpreted, will be reduced by whatever amount is necessary to bring the charge within permissible limits; and

(B) Any sums which Mortgagor has paid Mortgagee in excess of the legal limit will be refunded to Mortgagor. Such refund may be made by reducing the balance owed under the Note or by making a direct payment to Mortgagor.

If checked, notwithstanding any other provision hereof, this Adjustable Rate Mortgage secures only the specific debt evidenced by the Note, all extensions and renewals thereof, the interest thereon, and advances hereafter made by Mortgagee for taxes, assessment, and insurance and to discharge encumbrances and the interest on such advances.

By signing this Adjustable Rate Mortgage, Mortgagors agree that Mortgagor(s) have read the foregoing and agree to all provisions set out in this Adjustable Rate Mortgage.

Jeff D. Falkner, Jr.
Jeff D. Falkner, Jr. (SEAL)

(SEAL)

BOOK 355 PAGE 523

State of Alabama
County of SHELBY

On this 25th day of July, 1991, I
the undersigned authority _____ a Notary Public in
and for said County in said State do hereby certify that
Jeff D. Falkner, Jr., a married man whose name(s) is/~~are~~
signed to the foregoing conveyance, and who is/~~are~~ informed of the
contents of the conveyance, he/~~are~~ executed the same voluntarily
on the day the same bears date.

Given under my hand and official seal this, the 24th day
of July, 1991.

Stan Lugin
Notary Public

My Commission Expires:

State of Alabama
County of _____

I, the undersigned, Notary Public, in and for said County in
said State, hereby certify that _____

whose name as _____ of _____,

a corporation, is signed to the foregoing instrument, and who is
known to me, acknowledged before me on this date that, being
informed of the contents of the instrument, 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 _____ day
of _____, 19____.

Notary Public

My Commission Expires:

EXHIBIT "A"

SURFACE RIGHTS ONLY TO:

PARCEL A:

That part of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 36, Township 21 South, Range 1 East, in Shelby County, Alabama, which lies North and West of Flat Branch and above the 397 countour of Lay Lake. Situated in Shelby County, Alabama. According to survey of H. Joe Mullins, Reg. No. 12709, dated June, 1985.

SUBJECT TO THE FOLLOWING EXCEPTIONS AND CONDITIONS:

1. Taxes for 1991 and subsequent years. 1991 years are a lien but not due and payable until October 1, 1991.
2. Title to minerals underlying caption lands with mining rights and privileges belonging thereto as reserved in deed recorded in Real Record 56, Page 558, in the Probate Office of Shelby County, Alabama.
3. Rights acquired by Alabama Power Company by instrument dated May 3, 1966, and recorded in Deed Book 242, Page 369, in said Probate Office.
4. Except any part of caption lands that lies within a public road.
5. Terms and conditions of unrecorded leases as shown by Memorandum of Lease recorded in Real Book 245, Page 959 and Real Book 233, Page 946, in said Probate Office.
6. Terms and conditions of Repurchase Agreement recorded in Real Record 316, Page 362, in said Probate Office.
7. Mortgage from Jeff D. Falkner, Jr., Ted Morton Fortner, Bobby Joe Fortner, Charles Tidmore and Joe Tidmore to First National Bank of Columbiana, recorded in Real Book 296, Page 146, in said Probate Office.
8. Mortgage from Jeff D. Falkner, Jr., Ted Morton Fortner, Bobby Joe Fortner, Charles Tidmore and Joe Tidmore to First National Bank of Columbiana, recorded in Real Book 296, Page 151, in said Probate Office.
9. Mortgage from Jeff D. Falkner, Jr., Ted Morton Fortner and Bobby Joe Fortner to First National Bank of Columbiana, recorded in Real Book 311, Page 405, with mortgage extension recorded in Real Book 326, Page 212, in said Probate Office.
10. Mortgage from Jeff D. Falkner, Jr. to Ted Morton Fortner recorded in Real Book 316, Page 360, and last assigned to Timothy R. Wyatt recorded in Real Book 348, Page 949, in said Probate Office.
11. Mortgage from Jeff D. Falkner, Jr. to First National Bank of Columbiana dated March 21, 1991, recorded in Real Record 334, Page 594, in said Probate Office.

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

91 JUL 26 AM 9:20

SIGNED FOR IDENTIFICATION:

BY:

Jeff D. Falkner, Jr.

JUDGE OF PROBATE

1. Deed Tax	18.00
2. Title	37.50
3. ...	2.00
4. ...	1.00
5. ...	39.50