FIRST NATIONAL BANK
OF COLUMBIANA
P. O. BOX 977
COLUMBIANA, ALABAMA 35051
(205) 669-3181

FDIC

# CONSTRUCTION LOAN MORTGAGE

I. This Mortgage made this 21st day of April, 19 93, by and between Dan Tuck and Rita Tuck d/b/a Dan Tuck Homes

(hereinafter referred to as "Mortgagor" whether singular or plural), whose address is 1817 Mohawk Drive, Alabaster, Alabama 35007,
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 Mortgage in order to secure the indebtedness to Mortgagee, in the principal sum of EIGHTY-FIVE THOUSAND AND NO/100 ---------- $( 85,000.00 ) Dollars, which is evidenced by a 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. The Note is incorporated in this Mortgage by reference.

This Mortgage secures to the Mortgagee the (a) repayment of the debt evidenced by the Note with interest thereon, evidenced by Mortgagor, which has been delivered to and is payable to the order of Mortgagee, and which by this reference is made a part hereof, and any and all modifications, extensions and renewals thereof, (b) performance of all obligations of the Mortgagor under the Construction Loan Agreement (the "Loan Agreement") by and between Mortgagor and Mortgagee relating to construction of improvements, including site ptepatation, drainage, sewage and road system, on the property herein conveyed (the "Improvements"), or otherwise relating to the use of theloan proceeds evidenced by the Note, and each agreement of the Mortgagor incorporated by reference theron or herein, or contained therein or herein, (c) payment of al sums advanced by the Mortgagee to protect the mortgaged property, with interest theron at the highest legal rate, (d) performance of all obligations of any guarantor of any of the obligations of the Mortgagor contained in this Mortgage, the Note, the Loan Agreemen or any other instrument given to evidence or further secure the payment and performance of any obligations secured hereby, and (e) the repayment of any future advances, with interest thereon made to the Mortgagor by the Mortgagee pursuant to the terms of the Mortgage.

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 335 DOGWOOD TRAIL, MONTEVALLO, ALABAMA 35115
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 proceeds of this loan have been applied on the purchase price of the property described herein and conveyed to mortgagors simultaneously herewith.

(B) All buildings, structures, and other improvements that are located or subsequently 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," and include any and all access easements or rights now existing or subsequently created for the benefit of the Real Estate over ground adjoining the Real Estate;

(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, appliances, machinery, equipment, and other items of personal property installed in, attached to, or situated in or on the Real Estate or the property described in 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;

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

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

(K) All personal property specifically described on attached Exhibit A.

(L) All building permits, contracts, agreements, plans, specifications, surveys, engineering reports, materials, equipment, fixtures, tools, apparatus and fittings of every kind or character now owned or hereafter acquired by the Mortgagor for the purpose of, or used or useful inc onnection with, the Improvements, wherever the same may be located.

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;

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

(C) Keep all promises and agreements under this 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 Mortgage, and shall be immediately due and payable.

Mortgagor agrees to pay or satisfy all liens against the Property that may be superior to this 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 an 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 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. During the course of any construction or repair of Improvements on the property, Mortgagor will keep in force builder's completed value risk insurance against "all risks of physical loss," including collapse and transit coverage, during construction of such Improvements, with deductibles not to exceed $1,000.00 in nonreporting form, covering the total value of work performed and equipment, supplies and materials furnished. Said policy of insurance shall contain the "permission to occupy upon completion of work or occupancy" endorsement. 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 therefore shall be a lien on the Property and added to the amount of Mortgagee's obligations secured by this Mortgage and shall be immediately due and payable. 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 Mortgage and the 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. 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.

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

(A) Mortgagor does not keep Mortgagor's promises and agreements made in this 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. Mortgagee may also take any action permitted by the terms of the Loan Agreement.

Mortgagor must pay to Mortgagee any amounts, with interest, which Mortgagee spends under this paragraph. This 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 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 and

(B) To proceeds from a sale of the Property 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 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, 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 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 Loan Agreement, the Note and this Mortgage. The thirty day period will begin on the date this 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, but Mortgagee has all the rights of entry and inspection provided on the Loan Agreement.

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 Mortgage. Even if Mortgagee does this, however, both that person and Mortgagor will still be fully obligated under the Note and under this Mortgage unless the conditions stated in this 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 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 Mortgage, any person who takes over Mortgagor's rights or obligations under this 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 Mortgage and the Note. Similarly, any person who takes over Mortgagee's rights or obligations under this 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 Mortgage and the Note.

If more than one person signs this Mortgage as Mortgagor, all are fully obligated to keep all of Mortgagor's promises and obligations contained in this Mortgage. Mortgagee may enforce its rights under this 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 Loan Agreement, the Note and under this Mortgage. However, if one Mortgagor does not sign the Loan Agreement or the Note then:

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

(B) He or she is not personally obligated to make payments or to act under the Loan Agreement, the Note or under this 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 Mortgage, the Loan Agreement, or the Note without his or her consent and without releasing the cosigner or modifying this Mortgage as to the cosigner's interest in the Property.

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

9. Continuation of Mortgagee's Rights. Even if Mortgagee does not exercise or enforce any of its rights under this Mortgage, the Loan Agreement, 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 Loan Agreement, the Note and under this Mortgage.

10. Mortgagee's Rights of Enforcement. Each of Mortgagee's rights under this Mortgage and the Loan Agreement 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 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 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 Mortgage or of the Note conflict with any provisions of law, all other terms of this 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 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 Mortgage. Mortgagor will be given a copy of the Note and of this Mortgage. Those copies must show that the original Note and Mortgage have been signed. Mortgagor will be given those copies either when Mortgagor signs the Note and this Mortgage or after this Mortgage has been recorded in the proper official records.

14. Transfer of the Property or a Beneficial Interest in Mortgagor. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Mortgage.

If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 10 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

15. Mortgagee's Rights Upon Mortgagor's Default. If Mortgagor should breach any of Mortgagor's agreements contained in this Mortgage, the Note, or the Loan Agreement, Mortgagee may "accelerate" Mortgagor's obligations. This means that all debts Mortgagor owes to Mortgagee shall become immediately due and payable. In cases of default other than those described in the Loan Agreement, the note, or in paragraph 14 above, before Mortgagee may accelerate, Mortgagee will mail Mortgagor a notice which may contain all of the following:

(A) How Mortgagor has breached this 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 ten 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.

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 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 who is not an employee of Mortgagee.

In cases of default described in the Note or Loan Agreement, Mortgagee will have those rights and obligations described in the Note or Loan Agreement, including the right to accelerate without notice.

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 published 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 at the front door 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 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. Construction Mortgage. This Mortgage is a construction mortgage and it secures a loan incurred to finance the construction of Improvements on the Property including, in some cases, the acquisition cost of Property and certain costs incurred in planning, architectural and engineering studies, zoning and similar expenses. It is understood and agreed that funds to be advanced upon the Note are to be used in the construction of the Improvements on the Property in accordance with the Loan Agreement, which Loan Agreement is incorporated herein by reference to the same extent as if fully set forth herein and made a part of this Mortgage. This Mortgage secures the payment of all sums and the performance of all covenants required by Mortgagor by said Loan Agreement.

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 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 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.

Mortgagee has all rights of possession provided in the Loan Agreement.

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 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 the Loan Agreement, the Note and under this Mortgage, Mortgagee will discharge this Mortgage by delivering a certificate or notation that this 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 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, or inconvenience of 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 is 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.

25. Security Agreement. This Mortgage constitutes a security agreement under the Uniform Commercial Code and creates a security interest in the personal property included in the Property. The Mortgagor shall execute, deliver, file, and refile any financing statements or other security agreements that the Mortgagee may require from time to time to confirm the lien of this Mortgage with respect to that Property and shall pay all costs of filing. Without limiting the foregoing, the Mortgagor irrevocably appoints the Mortgagee attorney-in-fact for the Mortgagor to execute, deliver and file such instruments for and on behalf of the Mortgagor.

26. Compliance With Law and Regulations. The Mortgagor shall comply with all laws, ordinances, regulations, and orders of federal, state, municipal, and other governmental authorities that relate to the Property.

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

Dan Tuck d/b/a Dan Tuck Homes

By: _____
Dan Tuck (SEAL)

Rita Tuck d/b/a Dan Tuck Homes

By: _____
Rita Tuck (SEAL)

State of Alabama

County of Shelby

On this 21st day of April, 19 93, I the undersigned authority

_____ a Notary Public in and for said County in said State do hereby certify that

Dan Tuck and Rita Tuck d/b/a Dan Tuck Homes whose name(s) is/are signed to the foregoing conveyance, and who is/are informed of the contents of the conveyance, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this, the 21st day of April 19 93.

Peggy J. Letson
Notary Public

My Commission Expires: 9/21/95

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:_____

**This instrument prepared by:**

WALLACE, ELLIS, FOWLER & HEAD
P.O. BOX 587
COLUMBIANA, ALABAMA 35051

EXHIBIT "A"

Lot 14, according to the survey of Park Forest Subdivision, Second Sector, as recorded in Map Book 16 page 84, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

SUBJECT TO THE FOLLOWING EXCEPTIONS AND CONDITIONS:

1. General and special taxes or assessments for 1993 and subsequent years not yet due and payable.
2. Building setback line of 35 feet reserved from Dogwood Trail as shown by plat.
3. Public utility easements as shown by recorded plat, including 10 feet on the rear and 10 feet on the Easterly side of lot.
4. Restrictions, covenants and conditions as set out in instrument(s) recorded as Instrument #1992-16161 and Map Book 16 page 84 in Probate Office.
5. Transmission Line Permit(s) to Alabama Power Company as shown by instrument(s) recorded in Deed Book 154 page 423 in Probate Office.
6. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 319 page 451 and Deed Book 332 page 366 in Probate Office.
7. Release of damages as set out in instrument recorded in Real 168 page 478 in Probate Office.

SIGNED FOR IDENTIFICATION:

Dan Tuck d/b/a Dan Tuck Homes

By: _____
Dan Tuck

Rita Tuck d/b/a Dan Tuck Homes

By: _____
Rita Tuck

Inst # 1993-11100

04/22/1993-11100
08:24 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 MCD 150.00