

This instrument was prepared by

(Name) Anne R. Strickland, Attorney at Law

(Address) 1855 Data Drive, Suite 115, Birmingham, AL 35244

Form 1-1-22 Rev. 1-66

MORTGAGE-LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA
COUNTY of Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Harper J. Whitman and Kelly L. Whitman, Husband and Wife

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Barbara H. Whitman, whose address is 5309 Hwy. 11, Alabaster, AL 35007

(hereinafter called "Mortgagee", whether one or more), in the sum

of Sixty-five thousand and no/100----- Dollars
(\$65,000.00), evidenced by Mortgagor's Note dated the same date as this
Mortgage ("Note"), which provided for monthly payments with the full
debt, if not paid earlier, due and payable on August 2, 2024.

This Mortgage secures to Mortgagee: (a) the repayment of the debt
evidenced by the Note, with interest, and all renewals, extensions,
and modifications of the Note; (b) the payment of all other sums, with
interest advanced to protect the security of this Mortgage; and
(c) the performance of Mortgagor's covenants and agreements under this
Mortgage and the Note.

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt
payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Harper J. Whitman and Kelly L. Whitman, Husband and Wife

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described
real estate, situated in Shelby County, State of Alabama, to-wit:

Lot 16, according to the Map and Survey of Park Place, Fourth Addition,
as recorded in Map Book 18, Page 78, in the Probate Office of Shelby
County, Alabama.

Attached hereto and executed by the Borrowers on even date herewith is
an adjustable rate rider which is incorporated herein by this reference.

Inst # 1994-24497

08/05/1994-24497
09:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCD 113.50

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

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To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee; as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned Harper J. Whitman and Kelly L. Whitman

have hereunto set their signatures and seal, this 3rd day of August, 19 94

Harper J. Whitman (SEAL)
 Harper J. Whitman
Kelly L. Whitman (SEAL)
 Kelly L. Whitman (SEAL)
 _____ (SEAL)

THE STATE of Alabama }
 Jefferson COUNTY }

I, Anne R. Strickland, a Notary Public in and for said County, in said State, hereby certify that Harper J. Whitman and Kelly L. Whitman

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

Given under my hand and official seal this 3rd day of August, 19 94
 My commission expires: 5/11/97 *Anne R. Strickland* Notary Public.

THE STATE of _____ }
 _____ COUNTY }

I, _____, 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 such 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 _____, Notary Public

Return to:

TO

MORTGAGE DEED

THIS FORM FROM
 Lawyers Title Insurance Corporation
 Title Guaranty Division
 TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 3rd. day of August..... 19.94, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to ...Barbara.H..Whitman..... (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

..... 160 Park Place Lane, Alabaster, AL 35007
.....
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES
IN THE INTEREST RATE AND THE MONTHLY PAYMENT.
THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE
CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE
BORROWER MUST PAY.

Additional Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.500%. The Note provides for changes in the interest rate and the monthly payments, as follows:

"4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the ~~first~~^{third} day of August...., 19.95., and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date".

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the highest prime rate published daily in the Wall Street Journal's listing of "Money Rates." The most recent index figure available as of the first business day of the month in which the Change Date occurs is called the Current Index. If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding ..one..... percentage points (1.000%) to the Current Index. Subject to the limits stated in Section 4(D) below, this amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The Interest rate I am required to pay at the first Change Date will not be greater than 9.500% or less than 7.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 16.000%, nor less than 7.500...%.

(E) Effective Date of Changes

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

payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Harper S. Whitman(Seal)
Harper J. Whitman -Borrower

Kelly R. Whitman(Seal)
Kelly L. Whitman -Borrower

.....(Seal)
Inst # 1994-24497 -Borrower

08/05/1994-24497
09:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MCB 113.50

ANNE R. STRICKLAND
Attorney at Law
1855 Data Drive - Suite 115
Birmingham, Alabama 35244

2/17/86