

**ADJUSTABLE RATE
MORTGAGE AMENDMENT**
(1 Year Treasury Index - Simple Interest)

STATE OF ALABAMA)
COUNTY OF SHELBY)

NOTICE: THE MORTGAGE AND THIS AMENDMENT SECURE AN ADJUSTABLE RATE NOTE WHICH CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE MAY RESULT IN HIGHER PAYMENTS OR A LARGER FINAL PAYMENT. DECREASES IN THE INTEREST RATE MAY RESULT IN LOWER PAYMENTS, A SMALLER FINAL PAYMENT, OR AN ADJUSTMENT OF THE MATURITY DATE.

This Adjustable Rate Mortgage Amendment, dated June 09, 1995, amends and supplements the Mortgage dated June 09, 1995 which I gave to Compass Bank _____ (the "Lender"): (X) to which this Amendment is attached. (X) which is recorded in the office of the Judge of Probate of SHELBY County, Alabama, in Real 1995, Page 15440. This Amendment covers the Property described in the Mortgage.

The word "Note" used in the Mortgage and this Amendment shall include an "Adjustable Rate Note." An Adjustable Rate Note is a note containing provisions allowing Lender to change the interest rate and the monthly payment amount, and to increase the amount of principal to be repaid as a result of changes in an interest rate index.

ADJUSTABLE RATE MORTGAGE AMENDMENT

In addition to the promises and agreements I make in the Mortgage, I promise and agree with Lender as follows:

(A) Interest Rate and Monthly Payment Changes

The Note provides for a beginning interest rate of 7.7500% percent. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 9TH day of JUNE, 2000, 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 will be the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The index is published in the "Key Money Rates" section of USA TODAY. The most recent Index figure available before each Change Date is called the "Current Index." If the Index is no longer available, the Lender will choose a new Index which is based upon comparable information. The Lender will give me notice of its choice.

(C) Calculation of Changes

On each Change Date, the Lender will calculate my new interest rate by adding 2.80% percentage points to the Current Index. This sum will be my new interest rate until the next Change Date, subject to any limits in Section 4(D) below.

The Lender will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I owe at the Change Date in full by June 09, 2025, which is the maturity date of this note. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

My interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never go below 5.75% percent nor be greater than 13.75% percent.

(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 or until I have fully repaid this note.

(F) Notice of Changes

The Lender will mail or deliver to me a notice containing my new interest rate and the amount of my monthly payment. The notice will include information required by law to be given me. Any notice to me may be sent or delivered to the address stated below, or to such other address as I may designate to the Lender in writing.

(B) Increases in Principal Balance; Future Advances

The Note provides that the principal amount I owe Lender may increase from time to time. In the event that I make a payment that is insufficient to pay all interest which has been earned since my last payment, Lender will advance an amount equal to the interest earned by Lender but unpaid after application of my payment. The amount advanced by Lender will be added to the principal of the Note and I will pay interest at the Note rate on the amount advanced.

(C) Loan Charges

In the event a law which applies to the Note secured by the Mortgage and which sets maximum loan charges is interpreted so that the interest or other loan charges collected or to be collected in connection with the Note would exceed the permitted limits, then: (a) any such loan 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. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

(D) Monthly Payments for Taxes and Insurance

Under paragraphs 3 and 4 of the Mortgage, Borrower is required to pay all taxes, assessments and hazard insurance premiums and upon request of Lender furnish receipts for such payments. As an alternative to the payment of such amounts directly by Borrower, Lender may at its option require Borrower at any time to make monthly payments to Lender for taxes and insurance.

06/13/1995-15441
12:50 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCB 13.50

(1) BORROWER'S OBLIGATION TO MAKE MONTHLY PAYMENTS TO LENDER FOR TAXES AND INSURANCE

I will pay to Lender all amounts necessary to pay for taxes, assessments, ground rents (if any), and hazard insurance on the Property and mortgage insurance (if any). I will pay those amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless the law requires otherwise. I will make those payments on the same day that my monthly payments are due under the Note.

The amount of each of my payments under this Paragraph D will be the sum of the following:

- (i) One-twelfth of the estimated yearly taxes, assessments and ground rents (if any) on the Property which under the law may be superior to this Mortgage; plus
- (ii) One-twelfth of the estimated yearly premium for hazard insurance covering the Property; plus
- (iii) One-twelfth of the estimated yearly premium for mortgage insurance (if any).

Lender will determine from time to time my estimated yearly taxes, assessments, ground rents and insurance premiums based upon existing assessments and bills, and reasonable estimates of future assessments and bills. (Taxes, assessments, ground rents and insurance premiums will be called "taxes and insurance.") The amounts that I pay to Lender for taxes and insurance under this Paragraph D will be called the "Funds."

If, when payments of taxes and insurance are due, Lender has not received enough Funds from me to make those payments, I will pay to Lender whatever additional amount is necessary to pay the taxes and insurance in full. I must pay that additional amount in one or more payments as Lender may require.

(2) LENDER'S OBLIGATION CONCERNING BORROWER'S MONTHLY PAYMENTS FOR TAXES AND INSURANCE

Lender will keep the Funds in a savings or banking institution. If Lender is such an institution then Lender may hold the Funds. Except as described in this Paragraph D, Lender will use the Funds to pay taxes and insurance. Lender will give to me, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Funds on deposit, for using the funds to pay taxes and insurance, for analyzing my payments of Funds, or for receiving, verifying and totalling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Funds and if the law permits Lender to make such a charge. Lender will not be required to pay me any interest on the Funds unless Lender agrees in writing to pay interest on the Funds.

If Lender's estimates are too high or if taxes and insurance rates go down, the amounts that I pay under this Paragraph D will be too large. If this happens at a time when I am keeping all of my promises and agreements made in the Mortgage, I will have the right to have the excess amount either promptly repaid to me as a direct refund or credited to my future monthly payments of Funds. There will be excess amounts if, at any time, the sum of (a) the amount of Funds which Lender is holding or keeping on deposit, plus (b) the amount of the monthly payments of Funds which I still must pay between that time and the due dates of taxes and insurance, is greater than the amount necessary to pay the taxes and insurance when they are due.

When I have paid all the amounts due under the Note and under the Mortgage, Lender will promptly refund to me any Funds that are then being held or kept on deposit by Lender. If, under the provisions of the Mortgage, either Lender acquires the Property or the Property is sold, then immediately before the acquisition or sale, Lender will use any Funds which Lender is holding or has on deposit at that time to reduce the amount that I owe to Lender under the Note and under the Mortgage.

(E) Conflict in Loan Documents

In the event of conflict between any of the terms of the Mortgage and this Amendment, the terms of this Amendment shall apply. In the event of conflict between any of the terms of this Amendment and the Note, the terms of the Note shall apply.

By signing this Amendment I agree to all of the above.


TRACY F. HUTCHESON

By: _____

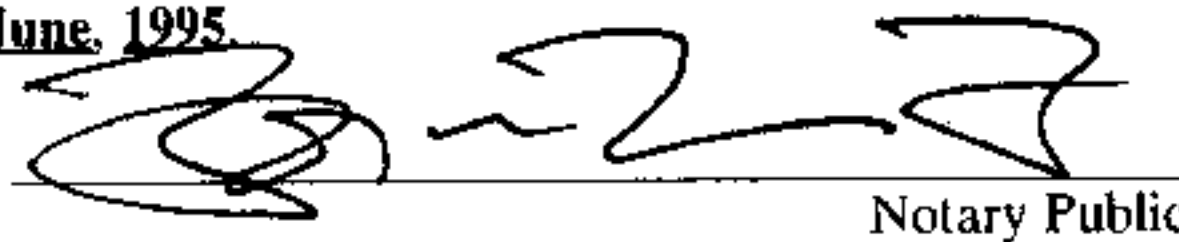
Its: _____

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, THE UNDERSIGNED, a Notary Public in and for said county, in said State, hereby certify that TRACY F. HUTCHESON, AN UNMARRIED WOMAN, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he/she/they executed the same voluntarily on the same bears date.

Given under my hand and official seal this 9th day of June, 1995.

My commission expires: 05/03/98


Notary Public

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, THE UNDERSIGNED, a Notary Public in and for said County, in said State, hereby certify that, whose name as of N/A, 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, as such and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal this 9th day of June, 1995.

My commission expires: _____

Notary Public

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 9th day of June, 1995 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 Note to COMPASS BANK, which is organized and existing under the laws of Alabama, (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1302 GABLES DRIVE, BIRMINGHAM, ALABAMA 35244

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

THE GABLES CONDOMINIUMS

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

 (Seal)
TRACY F. HUTCHESON

Inst # 1995-15441 (Seal)

• (Seal)

MULTISTATE CONDO RIDER - Single Family - FNMA/FILMC UNIFORM STATEMENT
06/13/1995-15441
12:50 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCO 13.50