19950630000172411 Pg 1/7 .00
Shelby Cnty Judge of Probate,AL
06/30/1995 12:22:05 FILED/CERTIFIED

NATIONAL BANK OF COMMERCE OF BIRMINGHAM

NOTICE: THIS MORTGAGE SECURES AN OPEN-END CREDIT PLAN THAT CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE ANNUAL PERCENTAGE RATE. INCREASES IN THE ANNUAL PERCENTAGE RATE MAY RESULT IN HIGHER MINIMUM MONTHLY PAYMENTS AND INCREASED FINANCE CHARGES. THIS IS A FUTURE ADVANCE MORTGAGE AND THE PROCEEDS OF THE OPEN-END CREDIT PLAN SECURED BY THIS MORTGAGE WILL BE ADVANCED BY THE LENDER UNDER THE TERMS OF A CREDIT AGREEMENT BETWEEN THE LENDER AND THE BORROWER NAMED HEREIN.

State of Alabama)
)
SHELBY County)

06/30/1995-17241
12:22 PM CERTIFIED

OPEN-END LINE OF CREDIT MORTGAGE

THIS INDENTURE is made and entered into this 5th day of June, 19 95, by and between CHARLES T. ROSS AND WIFE, MARGARET A. ROSS (hereinafter called the "Mortgagor," whether one or more) and National Bank of Commerce of Birmingham, a national banking association (hereinafter called the "Lender").

Recitals

A. The Secured Line of Credit. Charles T. Ross and Margaret A Ross (hereinafter called the "Borrower," whether one or more) is (are) now or may become in the future justly indebted to the Lender in the maximum principal amount of FIFTEEN THOUSAND AND NO/100 Dollars ($ 15,000.00) (the "Credit Limit") under a certain open end line of credit established by the Lender for the Borrower pursuant to an agreement entitled, "Home Equity Line Credit Agreement," executed by the Borrower in favor of the Lender, dated June 05, 19 95 (the "Credit Agreement"). The Credit Agreement provides for an open-end credit plan under which the Borrower may borrow and repay, and reborrow and repay, amounts from the Lender up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit.

B. Rate and Payment Changes. The Credit Agreement provides for finance charges to be computed on the unpaid balance outstanding from time to time under the Credit Agreement at an adjustable annual percentage rate. The annual percentage rate may be increased or decreased on the first business day of each month based on changes in the Index. The "Index" is the Prime Rate as published in the Wall Street Journal's "Money Rates" table. When a range of rates has been published, the higher of the rates will be used. The annual percentage rate charged under the Credit Agreement during each monthly billing cycle will be ONE AND 50/100 percent (1.500 %) per annum above the Index in effect on the first business day of the billing cycle. The annual percentage rate on the date of this mortgage is 10.500 %. The annual percentage rate will increase if the Index in effect on the first business day of a month increases, and will decrease if the Index in effect on the first business day of a month decreases. Any increase in the annual percentage rate may result in increased finance charges and increased minimum payment amounts under the Credit Agreement.

C. Mortgage Tax. This mortgage secures open end or revolving indebtedness with residential real property or interests therein. Therefore, under § 40-22-2(1)b, Code of Alabama 1975, as amended, the mortgage filing privilege tax shall not exceed $.15 for each $100, or fraction thereof, of the Credit Limit of $ 15,000.00, which is the maximum principal indebtedness, or fraction thereof, to be secured by this mortgage at any one time. Although the interest rate payable on the line of credit may increase if the Index in effect on the first day of the billing cycle increases, the increased finance charges that may result are payable monthly under the Credit Agreement and there is no provision for negative amortization, capitalization of unpaid finance charges or other increases in the principal amount secured hereby over and above the Credit Limit. Therefore, the principal amount secured will never exceed the Credit Limit unless an appropriate amendment hereto is duly recorded and any additional mortgage tax due on the increased principal amount paid at the time of such recording.

Agreement

NOW, THEREFORE, in consideration of the premises, and to secure the payment of (a) all advances heretofore or from time to time hereafter made by the Lender to the Borrower under the Credit Agreement, or any extension or renewal thereof, up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit; (b) all finance charges payable from time to time on said advances, or any part thereof; (c) all other charges, costs and expenses now or hereafter owing by the Borrower to the Lender pursuant to the Credit Agreement, or any extension or renewal thereof; (d) all other indebtedness, obligations and liabilities now or hereafter owing by the Borrower to the Lender under the Credit Agreement, or any extension or renewal thereof; and (e) all advances by the Lender under the terms of this mortgage (the aggregate amount of all such items described in (a) through (e) above being hereinafter collectively called "Debt") and the compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Lender, the following described real estate, situated in SHELBY County, Alabama (said real estate being hereinafter called "Real Estate"):

LOT 1, ACCORDING TO THE SURVEY OF THE GLEN AT GREYSTONE, SECTOR ONE, AS RECORDED IN MAP BOOK 15 PAGE 97 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate and conveyed by this mortgage.

To have and to hold the Real Estate unto the Lender, its successors and assigns forever. The Mortgagor covenants with the Lender that the Mortgagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, except the lien of current ad valorem taxes, the prior mortgage, if any, hereinafter described and any other encumbrances expressly set forth above; and the Mortgagor will warrant and forever defend the title to the Real Estate unto the Lender, against the lawful claims of all persons,except as otherwise herein provided.

This mortgage secures an open-end line of credit under which the Borrower may borrow and repay, and reborrow and repay, amounts from the Lender from time to time up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit. The Credit Agreement does not require any minimum initial advance or that any minimum balance be maintained under the line of credit; therefore, at times there may be no outstanding Debt under this mortgage. However, this mortgage shall not be deemed satisfied nor shall title to the Real Estate be divested from the Lender by the payment in full of all the Debt at any one time outstanding since further borrowings could thereafter be made by the Borrower under the terms of the Credit Agreement. Instead, this mortgage shall continue in effect until all of the Debt shall have been paid in full, the Credit Agreement shall have been terminated, the Lender shall have no obligation to extend any further credit to the Borrower thereunder and an appropriate written instrument in satisfaction of this mortgage, executed by a duly authorized officer of the Lender, shall have been duly recorded in the probate office in which this mortgage is originally recorded. The Lender agrees to execute such an instrument promptly following receipt of the Borrower's written request therefor, provided that all of the conditions set forth above have been fulfilled. Nothing contained herein shall be construed as providing that this mortgage shall secure any advances by the Lender to the Borrower under the Credit Agreement in a maximum principal amount at any one time outstanding in excess of the Credit Limit set forth above unless this mortgage shall have been amended to increase the Credit Limit by written instrument duly recorded in the probate office in which this mortgage is originally recorded.

(Complete if applicable) This mortgage is junior and subordinate to that certain mortgage from CHARLES E. ROSS & WIFE MARGARET A. ROSS to NATIONS BANK MORTGAGE CO. dated 5-29-95 and recorded in the Probate Office of SHELBY County, Alabama.

The Mortgagor hereby authorizes the holder of a prior mortgage encumbering the Real Estate, if any, to disclose to the Lender the following information: (1) the amount of indebtedness secured by such mortgage; (2) the amount of such indebtedness that is unpaid; (3) whether any amount owed on such indebtedness is or has been in arrears; (4) whether there is or has been any default with respect to such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby which the Lender may request from time to time.

If this mortgage is subordinate to a prior mortgage, the Mortgagor expressly agrees that if default should be made in the payment of principal, interest or any other sum payable under the terms and provisions of such prior mortgage, or if any other event of default (or event which upon the giving of notice or lapse of time, or both, would constitute an event of default) should occur thereunder, the Lender may, but shall not be obligated to, cure such default, without notice to anyone, by paying whatever amounts may be due, or taking whatever other actions may be required, under the terms of such prior mortgage so as to put the same in good standing.

For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (1) pay all taxes, assessments, and other liens taking priority over this mortgage (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Lender, at its option, may pay the same; (2) keep the Real Estate continuously insured, in such manner and with such companies as may be satisfactory to the Lender, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, with loss, if any, payable to the Lender, as its interest may appear; such insurance to be in an amount at least equal to the full insurable value of the improvements located on the Real Estate unless the Lender agrees in writing that such insurance may be in a lesser amount. Subject to the rights of the holder of the prior mortgage, if any, set forth above, the original insurance policy and all replacements therefor, shall be delivered to and held by the Lender until the Debt is paid in full. The insurance policy must provide that it may not be cancelled without the insurer giving at least fifteen days' prior written notice of such cancellation to the Lender. Subject to the rights of the holder of the prior mortgage, if any, set forth above, the Mortgagor hereby assigns and pledges to the Lender as further security for the payment of the Debt each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part thereof, together with all the right, title and interest of the Mortgagor in and to each and every such policy, including but not limited to all of the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return of premiums. If the Mortgagor fails to keep the Real Estate insured as specified above, then at the election of the Lender and without notice to any person, the Lender may declare the entire Debt due and payable and this mortgage subject to foreclosure, and this mortgage may be foreclosed as hereinafter provided; and, regardless of whether the Lender declares the entire Debt due and payable and this mortgage subject to foreclosure, the Lender may, but shall not be obligated to, insurance the Real Estate for its full insurable value (or for such lesser amount as the Lender may wish) against such risks of loss, for its own benefit, the proceeds from such insurance (less the costs of collecting same), if collected, to be credited against the Debt, or, at the election of the Lender, such proceeds may be used in repairing or reconstructing the improvements located on the Real Estate.

All amounts spent by the Lender for insurance or for the payment of Liens or for the payment of any amounts under any prior mortgages shall become a debt due by the Mortgagor and at once payable, without demand upon or notice to the Mortgagor, and shall be included in the Debt secured by the lien of this mortgage, and shall bear interest from date of payment by the Lender until paid at the rate of interest payable from time to time under the Credit Agreement, or such lesser rate as shall be the maximum permitted by law, and if any such amount is not paid in full immediately by the Mortgagor, then at the option of the Lender, this mortgage shall be in default and subject to immediate foreclosure in all respects as provided by law and by the provisions hereof.

Subject to the rights of the holder of the prior mortgage, if any, set forth above, the Mortgagor hereby assigns and pledges to the Lender the following property, rights, claims, rents, profits, issues and revenues:

1. All rents, profits, issues, and revenues of the Real Estate (collectively, the "Rents") from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor, so long as the Mortgagor is not under default hereunder, the right to receive and retain the Rents;

2. All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments made for the voluntary sale of the Real Estate, or

any part thereof, in lieu of the exercise of the power of eminent domain. The Lender is hereby authorized on behalf of, and in the name of, the Mortgagor to execute and deliver valid acquittance for, and appeal from, any such judgments or awards. The Lender may apply all such sums so received, or any part thereof, after the payment of all the Lender's expenses, including court costs and attorney's fees, on the Debt in such manner as the Lender elects, or, at the Lender's option, the entire amount or any part thereof so received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the Real Estate.

The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they now are, reasonable wear and tear excepted.

The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The Mortgagor represents and warrants to the Lender that: (a) During the period of the Mortgagor's ownership of the Real Estate, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Real Estate. (b) The Mortgagor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by the Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Real Estate or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters. (c) Except as previously disclosed to and acknowledged by the Lender in writing, (i) neither the Mortgagor nor any tenant, contractor, agent or other authorized user of the Real Estate shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Real Estate and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. The Mortgagor authorizes the Lender and its agents to enter upon the Real Estate to make such inspections and tests as the Lender may deem appropriate to determine compliance of the Real Estate with this section of this Mortgage. Any inspections or tests made by the Lender shall be for the Lender's purposes only and shall not be construed to create any responsibility or liability on the part of the Lender to the Mortgagor or to any other person. The representations and warranties contained herein are based on the Mortgagor's due diligence in investigating the Real Estate for hazardous waste. The Mortgagor hereby (a) releases and waives any future claims against the Lender for indemnity or contribution in the event the Mortgagor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless the Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which the Lender may directly or indirectly sustain or suffer resulting from a breach of this section of this Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to the Mortgagor's ownership or interest in the Real Estate, whether or not the same was or should have been known to the Mortgagor. The provisions of this section of this mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this mortgage and shall not be affected by the Lender's acquisition of any interest in the Real Estate, whether by foreclosure or otherwise.

Notwithstanding any other provision of this mortgage or the Credit Agreement, the Lender may, at its option, declare immediately due and payable all sums secured by this mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Estate, or any interest in the Real Estate. A "sale or transfer" means the conveyance of Real Estate or any right, title or interest therein, whether legal or equitable, whether voluntary or involuntary, whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by any other method of conveyance of real estate interests. However, this option shall not be exercised by the Lender if such exercise is prohibited by federal law or by Alabama law.

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

Except for any notice required under applicable law to be given in another manner, any notice under this mortgage (a) may be given to the Mortgagor (if the same party as the Borrower) in the manner set forth in the Credit Agreement, (b) may be given to any other Mortgagor by delivering such notice to the Mortgagor (or any one of them if more than one) or by mailing such notice by first class mail addressed to the Mortgagor at any address on the Lender's records or at such other address as the Mortgagor shall designate by notice to the Lender as provided herein and (c) shall be given to the Mortgage by first class mail to the Lender's address stated herein or to such other address as the Lender may designate by notice to the Mortgagor as provided herein. Any notice under this mortgage shall be deemed to have been given to the Borrower, the Mortgagor or the Lender when given in the manner designated herein.

The Mortgagor shall comply with the provisions of any lease if this mortgage is on a leasehold. If any portion of the Real Estate and the improvements, buildings or fixtures now or hereafter built thereon constitute a unit in a condominium or a planned unit development ("PUD"), this paragraph shall apply. The property comprises __________ unit(s) (together with an undivided interest in the common elements) in a condominium or planned unit development known as N/A __________ (the "Condominium" or "PUD"). The Mortgagor shall promptly pay, when due, all assessments imposed by the owner's association or other governing body of the Condominium or PUD (the "Owner's Association") and perform all other obligations pursuant to the provisions of the declaration, by-laws, code regulations or other constituent document of the Condominium or PUD. So long as the Owner's Association maintains a master or blanket insurance policy on the Condominium or PUD which provides insurance coverage against fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, and such other hazards as the Lender may require, that covers the Real Estate and in such amounts and for such periods as the Lender may require, then the requirements in this Mortgage requiring the Mortgagor to maintain fire insurance are deemed satisfied. 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 common elements, any such proceeds payable to the Mortgagor are hereby assigned and shall be paid to the Lender for application in accordance with the provisions of this Mortgage. The Mortgagor shall not, except after notice to the Lender and with the Lender's prior written consent, partition or subdivide the property or consent to: (a) the abandonment or termination of the Condominium or PUD, except for abandonment or termination provided 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; (b) any material amendment to the declaration, by-laws or code of regulations of the Owner's Association, or equivalent constituent document of the Condominium or PUD, including, but not limited to, any amendment which would change percentage interest of the unit owners of the Condominium; or (c) the effectuation of any decision by the Owner's Association to terminate professional management and assume self-management of the Condominium or PUD.

The Mortgagor agrees that no delay or failure of the Lender to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Lender's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Lender by one of its officers.

Upon condition, however, that if: (a) the Debt is paid in full (which Debt includes [i] all advances heretofore or from time to time hereafter made by the Lender to the Borrower under the Credit Agreement, or any extension or renewal thereof, up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit; [ii] all finance charges payable from time to time on said advances, or any part thereof; [iii] all other charges, costs and expenses now or hereafter owing by the Borrower to the Lender under the Credit Agreement, or any extension or renewal thereof; [iv] all other indebtedness, obligations and liabilities now or hereafter owing by the Borrower to the Lender under the Credit Agreement, or any extension or renewal thereof; and [v] all advances by the Lender under the terms of this mortgage); (b) the Lender is reimbursed for any amounts the Lender has paid in payment of Liens or insurance premiums or any prior mortgages, and interest thereon; (c) the Mortgagor fulfills all of the Mortgagor's obligations under this mortgage; (d) the Credit Agreement is terminated and the Lender has no obligation to extend any further credit to the Borrower thereunder and (e) the Lender has executed an appropriate written instrument in satisfaction of this mortgage; this conveyance shall be null and void.

If, however, (1) the Borrower fails to make any payment on the Debt when due; (2) any warranty or representation made in this mortgage or the Credit Agreement is breached or proves false in any material respect; (3) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage or of the Borrower under the Credit Agreement; (4) default is made in the payment to the Lender of any sum paid by the Lender under the authority of any provision of this mortgage; (5) the Debt, or any part thereof, or any other indebtedness, obligation or liability of the Borrower, the Mortgagor, or any of them, to the Lender remains unpaid at maturity; (6) the interest of the Lender in the Real Estate becomes endangered by reason of the enforcement of any prior Lien or encumbrance thereon; (7) any statement of lien is filed against the Real Estate, or any part thereof, under the statutes of Alabama relating to the liens of mechanics and materialmen (without regard to the existence or non-existence of the debt or the lien on which such statement is based); (8) any law is passed imposing or authorizing the imposition of any specific tax upon this mortgage or the Debt or permitting or authorizing the deduction of any such tax from the principal or interest of the Debt, or by virtue of which any tax, lien or assessment upon the Real Estate shall be chargeable against the owner of this mortgage; (9) any of the stipulations contained in this mortgage is declared invalid or inoperative by any court of competent jurisdiction; (10) the Borrower, the Mortgagor, any guarantor of the Debt or any of them (a) shall apply for or consent to the appointment of a receiver, trustee or liquidator thereof or of the Real Estate or of all or a substantial part of such Borrower's or Mortgagor's or guarantor's assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fail, or admit in writing such Borrower's or Mortgagor's or guarantor's inability generally to pay such Borrower's or Mortgagor's or guarantor's debts as they come due, (d) make a general assignment for the benefit of creditors, (e) file a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law, or (f) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against any Borrower or Mortgagor or guarantor in any bankruptcy, reorganization or insolvency proceedings; (11) an order for relief or other judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking liquidation or reorganization of the Borrower, the Mortgagor, any guarantor or any of them, or appointing a receiver, trustee or liquidator of any Borrower or Mortgagor or guarantor or of the Real Estate or of all or a substantial part of the assets of any Borrower or Mortgagor or guarantor; or (12) any other default occurs under the Credit Agreement, then an event of default shall have occurred hereunder.

Upon the occurrence of an event of default hereunder, then, the Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law: (1) The Lender may declare the unpaid balance of the Debt immediately due and payable. (2) With respect to all or any part of the personal property, the Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code, as enacted in the State of Alabama. (3) The Lender shall have the right to have a receiver appointed to take possession of all or any part of the Real Estate, with the power to protect and preserve the Real Estate, to operate the Real Estate preceding foreclosure or sale, and to collect the Rents from the Real Estate and apply the proceeds, over and above the cost of the receivership, against the Debt. The receiver may serve without bond if permitted by law and the Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Real Estate exceeds the indebtedness by a substantial amount. (4) The Lender may obtain a judicial decree foreclosing the Mortgagor's interest in all or any part of the Real Estate. (5) The Lender may take possession of the Real Estate and, with or without taking such possession, after giving notice of the time, place and terms of sale, together with a description of the Real Estate to be sold, by publication once a week for three (3) successive weeks in some newspaper published in the county or counties in which the Real Estate to be sold is located, to sell the Real Estate (or such part or parts thereof as the Lender may from time to time elect to sell) in front or main door of the courthouse of the county in which the Real Estate to be sold, or a substantial and material part thereof, is located, at public outcry, to the highest bidder for cash. If there is Real Estate to be sold under this mortgage in more than one county, publication shall be made in all counties where the Real Estate to be sold is located, and if no newspaper is published in any county in which any Real Estate to be sold is located, the notice shall be published in a newspaper published in an adjoining county for three (3) successive weeks. The sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale under this mortgage. The Lender may bid at any sale had under the terms of this mortgage and may purchase the Real Estate if the highest bidder therefor. The proceeds of any such sale shall be applied as follows: first, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including reasonable attorneys' fees; second, to the payment in full of the balance of the Debt in whatever order and amounts the Lender may elect, 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; third, to the payment of any amounts that have been spent, or that it may then be necessary to spend, in paying insurance premiums, Liens, any prior mortgages or other encumbrances related to the Real Estate, with interest thereon; and, fourth, the balance, if any, to be paid to the party or parties appearing of record to be the owner of the Real Estate at the time of the sale, after deducting the costs of ascertaining who is such owner. The Mortgagor hereby waives any and all rights to have the property marshalled. In exercising its rights and remedies, the Lender shall be free to sell all or any part of the Real Estate together or separately, in one sale or by separate sales. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, the Lender, or the owner of the Debt and mortgage, or auctioneer, shall execute to the purchaser, for and in the name of the Mortgagor, a deed to the Real Estate. (6) The Lender shall have all other rights and remedies provided in this mortgage or the Credit Agreement or available at law or in equity. The Lender shall be entitled to bid at any public sale on all or any portion of the Real Estate or other property pledged hereunder.

The Lender shall give the Mortgagor reasonable notice of the time and place of any public sale of the personal property or of the time after which any private sale or other intended disposition of the personal property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Whether or not any court action is involved, all expenses incurred by the Lender that, in the Lender's opinion, are necessary at any time for the protection of the Lender's interest, required under applicable laws or regulations or necessary in the enforcement of its rights and remedies hereunder, shall become a part of the debt secured hereby, payable on demand and shall bear interest from the date of expenditure until repaid at the rate set forth in the Credit Agreement. Expenses covered by this paragraph include, without limitation, the Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), foreclosure sales, appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisals, environmental site assessment reports and title insurance, all to the extent permitted by applicable law. The Mortgagor also will pay any court costs, in addition to all other sums provided by law. If this mortgage is subject to Section 5-19-10, Code of Alabama 1975, as amended, any payment of attorneys' fees by the Mortgagor provided for in this mortgage shall not exceed 15% of the unpaid indebtedness after default and referral to an attorney who is not a salaried employee of the Lender.

Except as otherwise specifically set forth below, any action, dispute, claim, counterclaim or controversy ("Dispute" or "Disputes"), between, among or involving the Lender and the Mortgagor, including without limitation any claim based on or arising from an alleged tort, shall be resolved by arbitration as set forth below. Without limiting the generality of the foregoing, Disputes shall include actions commonly referred to as lender liability actions. All Disputes shall be resolved by binding arbitration in accordance with Title 9 of the U. S. Code and the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Defenses based on statutes of limitation, estoppel, waiver, laches and similar doctrines, that would otherwise be applicable to an action brought by party, shall be applicable in any such arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for such purposes. The Mortgagor agrees that the Lender shall have the option, but not the obligation, to submit to and pursue in a court of law any claim against the Mortgagor for a debt due. The Mortgagor agrees that, if the Lender pursues such a claim in a court of law, (i) failure of the Lender to assert any additional claim in such proceeding shall not be deemed a waiver of, or estoppel to pursue, such claim as a claim or counterclaim in arbitration, and (ii) the institution or maintenance of a judicial action under this clause shall not constitute a waiver of the right of any party to submit any other action, dispute, claim or controversy, even though arising out of the same transaction or occurrence, to binding arbitration. If the Mortgagor asserts a claim against the Lender in arbitration or otherwise during the pendency of a claim brought by the Lender in a court of law, the court action shall be stayed and all matters shall be submitted to arbitration. No provision of, nor the exercise of any rights hereunder shall limit the right of any party (including the Lender) (i) to foreclosure against any real or personal property by exercise of a power of sale under this mortgage or other security agreement or instrument, or by exercise of any rights of foreclosure or of sale under applicable law, (ii) to exercise self-help remedies such as set-off, or (iii) to obtain provisional or ancillary remedies such as injunctive relief, attachment or the appointment of a receive from a court having jurisdiction before, during or after the pendency of any arbitration or referral. The institution and maintenance of an action for judicial relief or pursuit or exercise of such remedies shall not constitute a waiver of the right of any party, including the plaintiff any action, to submit the Dispute to arbitration or, in the case of actions on a debt, to judicial resolution. Whenever an arbitration is required hereunder, the arbitrator shall be selected, except as otherwise provided, in accordance with the Commercial Arbitration Rules of the AAA. The AAA shall designate a panel of ten potential arbitrators knowledgeable in the subject matter of the Dispute. The Lender and the Mortgagor shall each designate, within 30 days of the receipt of the list of potential arbitrators, one of the potential arbitrators, and the two arbitrators so designated shall select a third arbitrator from the eight remaining potential arbitrators. The panel of three arbitrators shall determine the resolution of the Dispute. This section constitutes the entire agreement of the Lender and the Mortgagor with respect to, and supersedes all prior discussions or agreements on, dispute resolution. The provisions of this section shall survive any termination, amendment or expiration of this document, unless the Lender and the Mortgagor otherwise expressly agree in writing. In the event of any arbitration, the Lender and the Mortgagor shall each pay all of our own expenses, and, subject to the award of the arbitrator, shall pay an equal share of the arbitrators' fees. The arbitrator shall have the power to award costs and fees (including attorneys' fees) to the prevailing party. This section may be amended, changed or modified only by the express provisions of a writing which specifically refers to this section and which is signed by an officer of the Lender and the Mortgagor.

Plural or singular words used herein to designate the Borrower(s) or the undersigned shall be construed to refer to the maker or makers of the Credit Agreement and this mortgage, respectively, whether one or more. There shall be no merger of the interest or estate created by this mortgage with any other interest or estate in the Real Estate at any time held by or for the benefit of the Lender in any capacity, without the written consent of the Lender. All obligations of the Mortgagor under this mortgage shall be joint and several, and all references to the Mortgagor shall mean each and every the Mortgagor. This means that each of the persons signing below is responsible for all obligations in this mortgage. If a court of competent jurisdiction finds any provision of this mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this mortgage in all other respects shall remain valid and enforceable. Subject to the limitations stated in this mortgage on transfer of the Mortgagor's interest, this mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Real Estate becomes vested in a person other than the Mortgagor, the Lender, without notice to the Mortgagor, may deal with the Mortgagor's successors with reference to this mortgage and the Debt by way of forbearance or extension without releasing the Mortgagor from the obligations of this mortgage or liability under the Debt. Time is of the essence in the performance of this mortgage. The Mortgagor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Alabama as to all Debt secured by this mortgage. No delay or omission on the part of the Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by the Lender, nor any course of dealing between the Lender and the Mortgagor, shall constitute a waiver of any of the Lender's rights or any of the Mortgagor's obligations as to any future transactions. Whenever consent by the Lender is required in this mortgage, the granting of such consent by the Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

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

Charles T. Ross
Printed Name

100 Greystone Glen Drive
Address Birmingham AL 35242

Margaret A Ross
Printed Name

100 Greystone Glen Drive
Address Birmingham 35242

Charles T Ross _______________ (SEAL)

_______________ (SEAL)

Margaret A Ross _______________ (SEAL)

_______________ (SEAL)

128814.03/0003-0677

GELOCMO5 08/16/94

ACKNOWLEDGEMENT FOR INDIVIDUAL(S)

State of Alabama)
)
Jefferson County)

I, the undersigned authority, a Notary Public, in and for said county in said State, hereby certify that Charles T. Ross and wife Margaret A. Ross whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledge before me on this day that, being informed of the contents of said instrument t he y executed the same voluntarily on the date the same bears date.

Given under my hand and official seal, this 5th day of June, 19 95

Notary Public

My Commission Expires:

State of Alabama)
)
_______ County)

I, the undersigned authority, a Notary Public, in and for said county in said State, hereby certify that ________

whose name(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledge before me on this day that, being informed of the contents of said instrument __he__ executed the same voluntarily on the date the same bears date.

Given under my hand and official seal, this ____ day of ____________, 19___

____
Notary Public

My Commission Expires: ____________

This instrument was prepared by:

National Bank of Commerce of Birmingham
(Name)
P. O. Box 10686

Birmingham, Ala. 35202
(Address)

19950630000172411 Pg 7/7 .00
Shelby Cnty Judge of Probate,AL
06/30/1995 12:22:05 FILED/CERTIFIED

ADDENDUM TO OPEN-END
LINE OF CREDIT MORTGAGE

DATED June 05, 1995

FROM Charles T. Ross Margaret A Ross

TO NATIONAL BANK OF COMMERCE OF BIRMINGHAM

Recital B is hereby amended as follows:

B. Rate and Payment Changes. The Credit Agreement provides for finance charges to be computed on the unpaid balance outstanding from time to time under the Credit Agreement at an adjustable annual percentage rate. Except for any period of time during which a discounted rate or promotional Annual Percentage Rate is in effect pursuant to the terms of the Credit Agreement, the annual percentage rate may be increased or decreased on the first business day of each month based on changes in the Index. The "Index" is the Prime Rate as published in the Wall Street Journal's Money Rates table. When a range of rates has been published, the higher of the rates will be used. The annual percentage rate charged under the Credit Agreement during each monthly billing cycle will be ONE AND 50/100 percent (1.500 %) per annum above the Index in effect on the first business day of the billing cycle. The annual percentage rate on the date of this mortgage is 8.500 %. The annual percentage rate will increase if the Index in effect on the first business day of a month increases, and will decrease if the Index in effect on the first day of a month decreases. Any increase in the annual percentage rate may result in increased finance charges and increased minimum payment amounts under the Credit Agreement.

All other terms and conditions remain in full force and effect.

BORROWER:

Charles T. Ross

Margaret A Ross

Inst # 1995-17241

06/30/1995-17241
12:22 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 MEL