

 Colonial Bank
Equity Line
Adjustable Rate Mortgage

06690-961

I. Made this 13th day of February 1996
by and between Charles J. Crawford; an unmarried man
(referred to as "Mortgagor" or "You," whether singular or plural) and the
Colonial Bank
an Alabama banking corporation (referred to as "Mortgagee," "We," "Our," or
"Us").

NOTE: You are giving Us this Adjustable Rate Mortgage to secure an
open-end line of credit, called Your "Equity Line," dated February 13
1996. The annual percentage rate on Your Equity Line may change.
Increases in Your annual percentage rate may result in higher monthly
payments and increased finance charges; decreases in Your annual percent-
age rate may have the opposite effect.

II. 1. Your Equity Line. You either have or will enter into an agreement
with Us (the "Equity Line Agreement") which obligates Us to extend to You a
line of credit up to a maximum amount of \$ 21,000.00
(referred to as Your "Credit Limit"). According to the terms of Your Equity Line
Agreement, You may borrow as much as You like up to Your Credit Limit. If You
repay part of the amounts borrowed, You may then borrow money again up to
Your Credit Limit.

If We honor Equity Line checks in excess of Your Credit Limit, then any
amount over Your Credit Limit will not be secured by this Mortgage. However,
You still will have to pay all credit extended to You according to the terms and
conditions set forth in Your Equity Line Agreement.

You are granting Us a mortgage in residential property to secure Your
Equity Line.

2. Annual Percentage Rate. The annual percentage rate which We may
charge on the unpaid balance of Your Equity Line is subject to change monthly
in accordance with the terms of Your Equity Line Agreement. You should refer
to Your Equity Line Agreement for the terms governing the calculation of the
annual percentage rate.

III. In consideration of the mutual promises herein contained, You hereby
grant, bargain, sell and convey to Us the property ("Property") described below.

(a) The real estate ("Real Estate") which is located at Pelham
in Shelby County, more particularly described as
follows:

501 Crosscreek Trail in
Shelby County
Pelham Al 35124

(b) All buildings, structures, and other improvements that are located on
the property described in the paragraph (a) of this section;

(c) All rights in other property that You have as owner of the property
described in paragraph (a) of this section. These rights are known as
"easements, rights and appurtenances attached to the property";

(d) All rents or royalties from the property described in paragraph (a) of this
section;

(e) All mineral, oil and gas rights and profits, water rights and water stock
that are part of the property that is described in paragraph (a) of this section;

(f) All rights that You have in the land which lies in the streets or roads in
front of, or next to, the property described in paragraph (a) of this section;

(g) All fixtures on the property described in paragraphs (a) and (b) of this
section;

(h) All of the property described in paragraphs (b) through (f) of this section
that You acquire in the future, and all rights described in paragraph (b) through
(f) that You acquire in the future;

(i) All replacements of or additions to the property described in para-
graphs (b) through (f) and paragraph (h) of this section; and

(j) All replacements of or additions to the fixtures that are on the property
described in paragraphs (a) and (b) of this section.

This property has the following legal description:

Lot 25, Block 7, according to the Survey of Oak Mountain Eastate, Third Sector, as
recorded in Map Book 5, page 83, in the Probate Office Of Shelby County, Alabama:

Inst # 1996-06690

03/01/1996-06690
11:28 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MC3 45.00

We may exercise all rights contained herein if You:

- (a) Do not pay all amounts owed under Your Equity Line Agreement as and when due, including principal, finance charges and all other indebtedness incurred in connection with Your Equity Line;
- (b) Do not pay, with interest, as and when due, any amount that We spend under this Adjustable Rate Mortgage to protect the value of the property and Our rights in the property;
- (c) Engage in fraud or material misrepresentation by Your actions or failure to act, in connection with any part of Your Equity Line Agreement; or
- (d) Your action or inaction adversely affects the collateral for Your Equity Line, or Our rights in the collateral, as is more specifically set out in Your Equity Line Agreement.

You promise that except for the "exceptions" listed in any title insurance policy which insures Our rights in the property:

- (a) You lawfully own the property;
- (b) You have the right to mortgage and convey the property to Us; and
- (c) There are no outstanding claims or charges against the property.

You give Us a general warranty of title. This means that You will be fully responsible for any losses which We suffer because someone other than Us has some of the rights in the property which You promise that You have. You promise that You will defend Our ownership of the property against any claims of such rights.

IV. 1. You Promise to Pay. You will promptly pay Us when due:

- (a) All advances already made or to be made under Your Equity Line Agreement or any extension or renewal thereof;
- (b) All finance charges incurred on such advances; and
- (c) All other charges, costs and expenses which You now owe or will owe to Us under Your Equity Line Agreement.

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

If You fail to obtain such insurance, We may, at Our option, obtain such insurance, and the premiums therefor shall be a lien on the Property and added to the amount of Your obligations secured by this Adjustable Rate Mortgage. In the case of a loss, any insurance proceeds payable to You and/or Us are, to the extent of Your interest, hereby assigned to Us. We may use such proceeds to preserve and protect Our rights under this Adjustable Rate Mortgage and Equity Line Agreement, or to secure repayment of the Equity Line or to rebuild or restore the damaged buildings or improvements, as We deem best. Further, We shall have the absolute right to settle and compromise all claims under said policies of insurance.

3. Payment of Taxes; Discharge of Liens; Inferior Liens. You shall pay all taxes, assessments, water rents and other governmental charges levied upon said premises, in a timely fashion. If You default in the payment of Your taxes and other charges, We may, at Our option, pay said taxes, and other charges, and such payments shall be a lien on the Property and added to the amount of Your debt to Us secured by this Adjustable Rate Mortgage.

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

- (a) You agree, in writing, to pay the obligation which gave rise to the superior lien and We approve the way in which You agree to pay that obligation;
- (b) You, in good faith, argue or defend 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) You obtain from the holder of such lien an agreement which subordinates, i.e. gives Us priority over, the competing lien.

You agree not to allow any creditor to place a lien on or receive any security interest in the property securing Your Equity Line debt without first notifying Us.

4. Application of Payments. Unless the law requires otherwise, We will apply each of Your payments under Your Equity Line Agreement in the following order:

- (a) credit insurance premiums (if any);
- (b) FINANCE CHARGES, but not including late charges, which have been incurred during the most recent billing cycle; and

- (c) the balance remaining.

5. Your Agreement to Maintain the Property; Lease Obligations; Agreements About Condominiums and Planned Unit Developments. You agree to keep the property in good repair. You will not destroy, damage or substantially change the property, and You will not allow the property to deteriorate. If You do not own but are a tenant on the property, You will fulfill all obligations under Your lease.

If the property is a unit in a condominium project or a planned unit development, You will fulfill all of Your obligations under the Declaration, By-Laws, Regulations and other documents that create or govern the condominium project or planned unit development. Also, You will not divide the property into smaller parts that may be owned separately, and

You will not consent to any of the following unless You have first given Us notice and obtained Our consent in writing:

- (a) the abandonment or termination of the condominium project or planned unit development, unless, in the case of the condominium, the abandonment or termination is required by law;
- (b) any significant change to the Declaration, By-Laws, or Regulations of the Owner Association, Trust Agreement, Articles of Incorporation, or other documents that create or govern the condominium project or planned unit development, including, for example, a change in the percentage of ownership rights held by unit owners in the condominium project or in the common areas or facilities of the planned unit development;
- (c) a decision by the Owners Association to terminate professional management and to begin self-management of the condominium project or planned unit development; and
- (d) the transfer, release, creation of liens, partition or subdivision of all or part of the common areas and facilities of the planned unit development.

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

6. Our Right to Protect the Property. If:

- (a) You do not keep Your promises and agreements made in this Adjustable Rate Mortgage, or (b) someone, including You, begins a legal proceeding that may significantly affect Our rights on the property (such as, for example,

a legal proceeding in bankruptcy, in probate, for condemnation, or to enforce laws or regulations), then We may do and pay for whatever is necessary to protect the value of the property and Our rights in the property. Our actions under this paragraph may include, for example, appearing in court, paying reasonable attorneys' fees, and entering the property to make repairs. We will give You notice before We take any of these actions.

You must pay to Us any amounts, with interest, which We spend under this paragraph. This Adjustable Rate Mortgage will protect Us in case You do not keep the promise to pay those amounts with interest. However, any sums expended by Us in excess of Your Equity Line Credit Limit will not be secured by this Adjustable Rate Mortgage.

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

Any amounts We disperse pursuant to this paragraph, with interest thereon, shall become additional indebtedness of Yours secured by this Adjustable Rate Mortgage.

Although We may take action under this paragraph, We do not have to do so.

7. Our Right of Inspection. We, and others authorized by Us, may enter and inspect the property. We must do so in a reasonable manner and at reasonable times. However, before one of the inspections is made, We must give You notice stating a reasonable purpose for the inspection. The purpose must be related to Our rights in the property.

8. Condemnation. A taking of property by any governmental authority by eminent domain is known as "condemnation." You give Us You right

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

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

If all or part of the property is taken, the proceeds will be used to reduce the amount that You owe to Us under Your Equity Line Agreement and this Adjustable Rate Mortgage. If any of the proceeds remain after the amount that You owe to Us has been paid in full, the remaining proceeds will be paid to You.

If You abandon the property, or if You do not answer within thirty days, a notice from Us stating that a governmental authority has offered to make a payment or to settle a claim for damages, then We have the authority to collect the proceeds. We may then use the proceeds to repair or restore the property or to reduce the amount that You owed to Us under the Equity Line Agreement and this Adjustable Rate Mortgage. The thirty day period will begin on the date the notice is mailed, or if it is not mailed, on the date the notice is delivered. If any proceeds are used to reduce the amount of principal which You owe Us under the Equity Line Agreement, that use will not delay the due date or change the amount of any of Your monthly payments under the Equity Line Agreement. However, You and We may agree in writing to those delays or changes.

9. Continuation of Your Obligations. We may allow a person who takes over Your rights and obligations, to delay or to change the amount of the monthly payments due under Your Equity Line Agreement or under this Adjustable Rate Mortgage. Even if We do this, however, that person and You will both still be fully obligated under the Equity Line Agreement and under this Adjustable Rate Mortgage unless the conditions stated in this Adjustable Rate Mortgage have been met.

We may allow those delays or changes for a person who takes over Your rights and obligations, even if We are requested not to do so. We will not be required to bring a lawsuit against such a person for not fulfilling obligations under the Equity Line Agreement or under this Adjustable Rate Mortgage, even if We are requested to do so.

10. Continuation of Our Rights. Even if We do not exercise or enforce any right under this Adjustable Rate Mortgage or under the law, We will still have all of those rights and may exercise them and enforce them in the future. Even if We obtain insurance, pay taxes, or pay other claims, charges or liens against the property, We will still have the right to demand that You make immediate payment in full of the amount that You owe Us under the Equity Line Agreement and under this Adjustable Rate Mortgage.

11. Our Rights of Enforcement. Each of Our rights under this Adjustable Rate Mortgage is separate. We may exercise and enforce one or more of these rights, as well as any of Our rights under the law, one at a time or all at once.

12. Obligations of You and of Persons Taking Over Your Rights or Obligations; Agreement Concerning Cessions. Subject to the terms of this Mortgage, any person who takes over Your rights and obligations under this Mortgage shall have all of Your rights and will be obligated to keep all of Your promises and agreements made in this Adjustable Rate Mortgage. Similarly, any person who takes over Our rights or obligations under this Adjustable Rate Mortgage will have all of Our rights and will be obligated to keep all of Our agreements made in this Adjustable Rate Mortgage.

If more than one person signs this Adjustable Rate Mortgage as borrower, all are fully obligated to keep all of borrower's promises and obligations contained in this Adjustable Rate Mortgage. We may enforce Our rights under this Adjustable Rate Mortgage against each of You individually or against all of You together. This means that any one of You may be required to pay all of the amount owed under the Equity Line Agreement and under this Adjustable Rate Mortgage. However, if one of You does not sign the Equity Line Agreement then:

- (a) that person is signing this Adjustable Rate Mortgage only to give His or Her rights in the property to Us under the terms of this Adjustable Rate Mortgage;

- (b) He or She is not personally obligated to make payments or to act under the Equity Line Agreement or under this Adjustable Rate Mortgage; and

- (c) He or She agrees that We and any other borrower under the Equity Line Agreement may agree to extend, modify, forbear or make any other accommodations with regard to the terms of this Adjustable Rate Mortgage or the Equity Line Agreement without His or Her consent and without releasing the co-signer or modifying this Adjustable Rate Mortgage as to that co-signer's interest in the property.

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

