

RECORD AND RETURN TO:
FIRST COMMERCIAL BANK
P.O. BOX 11746
BIRMINGHAM, ALABAMA 35202

R9808-2534

Inst # 1998-33618

08/28/1998-33618
08:35 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
009 CRH 290.40

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STUBBS

HOME KEEPERSM MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **AUGUST 06, 1998**
THOMAS W. STUBBS, JR., AN UNMARRIED MAN

The grantor is

BY SURVIVORSHIP DEEDS RECORDED IN DEED BOOK 196, PAGE 548 AND DEED BOOK 230,
PAGE 340. THE OTHER GRANTEE LAJUANA STUBBS DECEASED, HAVING DIED ON OR ABOUT
6/16/94.

("Borrower"). This Security Instrument is given to

FIRST COMMERCIAL BANK

which is

organized and existing under the laws of **THE STATE OF ALABAMA**
P.O. BOX 11746, BIRMINGHAM, ALABAMA 35202

and whose address is

("Lender"). Borrower

owes (or will owe) Lender amounts which Lender has advanced (or is obligated to advance), including future advances ("Loan Advances"), under the terms of a Home Keeper Mortgage Loan Agreement dated the same date of this Security Instrument (the "Loan Agreement"). This debt is evidenced by Borrower's Home Keeper Mortgage Adjustable Rate Note dated the same date as this Security Instrument ("Note"), with the full debt, if not paid earlier, due and payable on **NOVEMBER 04, 2073**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note, which debt will include future advances which will be advanced from time to time from and after the date of this Security Instrument, not to exceed in the aggregate at any one time outstanding the principal amount of **ONE HUNDRED SEVENTY FOUR THOUSAND FIVE HUNDRED SIXTY EIGHT AND 50/100** -----

Dollars (U.S. \$ **174,568.50**); (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under the Security Instrument, the Note and the Loan Agreement. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in **SHELBY** County, Alabama:

A PARCEL OF LAND SITUATED IN THE SW1/4 OF THE NE1/4 AND THE SE1/4 OF THE NW1/4 OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 3 WEST. COMMENCE AT THE SW CORNER OF THE SW1/4 OF THE NE1/4 OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 3 WEST; THENCE N 0 DEGREES 55'04" W AND RUN ALONG 1/4 A DISTANCE OF 20.94 FEET TO THE POINT OF BEGINNING; THENCE S 88 DEGREES 39'10" E A DISTANCE OF 181.19 FEET; THENCE N 0 DEGREES 27'46" E A DISTANCE OF 345.94 FEET; THENCE N 86 DEGREES 00'13" W A DISTANCE OF 192.08 FEET; THENCE S 89 DEGREES 37'02" W A DISTANCE OF 67.78 FEET; THENCE S 0 DEGREES 27'44" W A DISTANCE OF 44.73 FEET; THENCE N 89 DEGREES 21'41" W A DISTANCE OF 30.49 FEET; THENCE S 1 DEGREE 09'07" E A DISTANCE OF 307.92 FEET; THENCE S 88 DEGREES 39'10" E A DISTANCE OF 100.15 FEET TO THE POINT OF BEGINNING. SITUATED IN ~~JOHNSON~~ COUNTY, ALABAMA. *ms*

which has the address of 1530 STUBBS LANE

HELENA
[City]

ALABAMA
[State]

[Street]

35080
[Zip Code]

("Property Address");

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of, and interest on, the debt evidenced by the Note.

2. **Payment of Taxes and Insurance.** Borrower shall pay the following charges and assessments in a timely manner until the Note is paid in full: (a) taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) hazard or property insurance premiums; and (d) flood insurance premiums, if any. As provided in the Loan Agreement, Borrower may elect to have Lender pay these charges and assessments out of Loan Advances. If Borrower does not elect to have such sums paid by Lender out of Loan Advances or if Borrower has elected to pay such sums out of Loan Advances but Loan Advances can no longer be made, Borrower shall pay these charges and assessments directly and out of Borrower's own funds. Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise.

3. **Charges; Liens; First Lien Status.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations on time directly and out of Borrower's own funds unless Borrower has elected to have such sums paid by Lender out of Loan Advances pursuant to the Loan Agreement and Loan Advances may still be made. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Thomas Stubbs

If state law limits the first lien status of this Security Instrument as originally executed and recorded, to a maximum amount of debt or a maximum number of years, or if state law otherwise prevents the Lender from making Loan Advances secured by the first lien of this Security Instrument, Borrower agrees to execute any additional documents required by the Lender to extend the first lien status to an additional amount of debt and/or an additional number of years and to cause any other liens to be removed or subordinated as provided in the Loan Agreement. If state law does not permit or limits the extension of the first lien status, whether or not due to any action of Borrower, then for purposes of paragraph 15(C) Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of that notice.

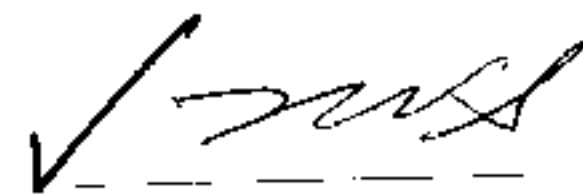
4. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 6.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

If under paragraph 22 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall at all times occupy, establish, and use the Property as Borrower's principal residence. Upon Lender's request, Borrower shall certify whether or not the Property is Borrower's principal residence. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 16, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or



other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

6. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6 Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this 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.

7. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

9. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

11. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan 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

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Borrower which exceeded permitted limits will be refunded to Borrower by reducing the principal owed under the Note.

12. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

14. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

15. Repayment of Debt

(A) Death or Sale

All sums secured by this Security Instrument shall be immediately due and payable if: (i) Borrower dies and the Property is not the principal residence of at least one surviving Borrower or (ii) Borrower voluntarily or involuntarily conveys all or any part of his or her title to the Property and no other Borrower retains title to the Property in fee simple or on a leasehold interest.

(B) Not Principal Residence

All sums secured by this Security Instrument shall be immediately due and payable if: (i) the Property ceases to be the principal residence of a Borrower and the Property is not then the principal residence of at least one other Borrower or (ii) for a period of longer than twelve (12) consecutive months, a Borrower fails to physically occupy the Property for any reason and the Property is not the principal residence of at least one other Borrower.

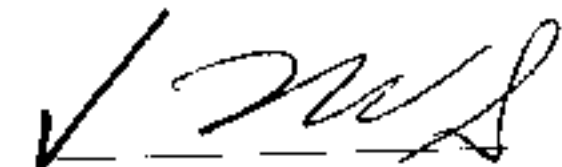
(C) Other Grounds

If an obligation of the Borrower under this Security Instrument is not performed or Borrower is otherwise in default under the Note, this Security Instrument or the Loan Agreement, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

(D) Notice of Payment

If one or more of the events in paragraph 15(A) or 15(B) occur or Lender exercises its option to require payment in full under paragraph 15(C), Lender shall give Borrower a notice as provided in this Section 15(D). If an event under paragraph 15(A) or 15(B) occurs the notice shall provide that all sums secured by this Security Instrument are immediately due and payable. If Lender exercises its option under paragraph 15(C), the notice shall identify the default and provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower may cure the default. If Borrower fails to pay these sums due under paragraphs 15(A) or 15(B) upon receipt of the notice, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower. If Borrower fails to cure the default under paragraph 15(C) prior to the expiration of the 30-day period, all sums shall become immediately due and payable without further notice and Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

16. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to reinstate the loan and to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) cures any default of any covenant or agreement in this Security Instrument; (b) pays all expenses incurred in enforcing this Security Instrument, including, but not



limited to, reasonable attorneys' fees; and (c) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument and Lender's rights in the Property shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall only apply in the case of acceleration under paragraph 15(C).

17. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that disburses payments due to Borrower under the Note and this Security Instrument and otherwise services Borrower's loan. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 12 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which inquiries should be made. The notice will also contain any other information required by applicable law.

18. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 18, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 18, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

19. Non-Recourse Liability. Lender may enforce the obligations under the Note, this Security Instrument and the Loan Agreement solely against the Property. Borrower shall have no personal liability for payment of the amounts due under the Note, this Security Instrument and the Loan Agreement. This paragraph shall not impair in any way the lien of this Security Instrument or the right of Lender to collect all sums due under the Note, the Loan Agreement and this Security Instrument or prejudice the right of Lender as to any covenants or conditions of the Note, the Loan Agreement and this Security Instrument.

20. Obligatory Loan Advances. Lender's responsibility to make Loan Advances under the terms of the Loan Agreement, including Loan Advances of principal to Borrower as well as Loan Advances for interest, servicing fees, and other charges, shall be obligatory.

21. Adjustable Rate Feature. Under the Note, the initial stated interest rate which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. The interest rate may change on the first day of the month that begins at least 30 days after the date of the Note and on the first day of each succeeding month ("Change Date") until the loan is repaid in full. Each adjustment to the interest rate will be based upon the weekly average of secondary market interest rates on 1-month negotiable certificates of deposit, as made available by the Federal Reserve Board, (the "Index") plus a margin. If the Index is no longer available, Lender will choose a new index that is based upon comparable information.

The value of the Index will be determined, using the most recent Index figure available from the Federal Reserve Board thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index and rounding this amount to the nearest one-eighth of one percentage point (0.125%). The new interest rate will never be more than 12.0% higher than the

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Initial Interest Rate. The new interest rate will become effective on each Change Date and will be applied to the total outstanding principal balance, including Capitalized Interest.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Pursuant to paragraph 15(C) and (D), Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 15(A) and (B) unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default under paragraph 15(C) is not cured on or before the date specified in the notice, Lender shall require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

For any event of acceleration under paragraph 15, Lender may invoke the power of sale. Lender shall give a copy of a notice to Borrower in the manner provided in paragraph 12. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in SHELBY County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

24. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

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25. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☒ Equity Share Rider ☐ Planned Unit Development Rider
☐ Other(s) [specify]

BY SIGNING UNDER SEAL BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Thomas W. Stubbs Jr. (Seal)
THOMAS W. STUBBS, JR. Borrower

(Seal)
Borrower

[Space Below This Line For Acknowledgment]

STATE OF ALABAMA

JEFFERSON COUNTY SS:

On this **06TH** day of **AUGUST**, 1998, I, *THOMAS E. NORTON JR*
a Notary Public in and for said county in said state, hereby certify that
THOMAS W. STUBBS, JR.

whose name(s) **IS** signed to the foregoing conveyance, and who **IS** known to me, acknowledged before me that, being informed of the contents of the conveyance, **HE** executed the same voluntarily and as **HIS** act on the day the same bears date.

Given under my hand and seal of office this the **06TH** day of **AUGUST**, 1998

My commission expires: *01-24-99*

Notary Public

This Security Instrument was prepared by:
FIRST COMMERCIAL BANK
P.O. BOX 11746
BIRMINGHAM, ALABAMA 35202

R9808-2534

HOME KEEPERSM MORTGAGE EQUITY SHARE RIDER

STUBBS

THIS EQUITY SHARE RIDER is made this **06TH** day of **AUGUST, 1998**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to **FIRST COMMERCIAL BANK**

("Lender"), of the same date and covering the Property described in the Security Instrument and located at:
1530 STUBBS LANE, HELENA, ALABAMA 35080

[Property Address]

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

1. EQUITY SHARE

(a) Calculation of Equity Share

Borrower promises to pay Lender at the time that the outstanding principal and accrued interest under the Note (the "Loan Balance") is due and payable or is paid in full, an additional fee (the "Equity Share") equal to ten percent (10%) of the Basis for Equity Share. The Equity Share is part of the debt evidenced by the Note.

(b) Calculation of Basis for Equity Share

The Basis for Equity Share equals the total of (i) the appraised value of the Property at the time the indebtedness described in the Note becomes due and payable (the "Maturity Appraised Value") multiplied by (ii) the adjusted Property Value Percentage. The Adjusted Property Value Percentage is equal to (i) the lesser of the appraised value of the Property according to the appraisal relied upon by the Lender to calculate the Original Principal Limit under the Loan agreement (the "Original Appraised Value") or the GSE Loan Limit, divided by (ii) the original Appraised Value. The GSE Loan Limit is the maximum original principal balance applicable, as of the date hereof, to first lien mortgage loans eligible for sale to the Federal National Mortgage Association.

If the Loan Balance is equal to or greater than the Maturity Appraised Value, the Lender's Equity Share will be zero. If the Maturity Appraised Value is greater than the Loan Balance, but less than the sum of the Loan Balance plus the full Equity Share, Lender's Equity Share will equal the amount by which the Maturity Appraised Value exceeds the Loan Balance.


2. DEBTOR/CREDITOR RELATIONSHIP

Borrower and Lender have a debtor-creditor relationship. Nothing in this Rider is intended to create a partnership or joint venture.

3. EFFECTIVE DATE

This Equity Share Rider shall become effective on that date that is two years from the date hereof.

BY SIGNING UNDER SEAL BELOW, Borrower accepts and agrees to the terms and covenants contained in this Equity Share Rider.

 (Seal)
THOMAS W. STUBBS, JR. Borrower

____ (Seal)
____ Borrower

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