

THIS INSTRUMENT PREPARED BY (NAME) ALIANT BANK  
(ADDRESS) P O BOX 383067, BIRMINGHAM, AL 35238-3067

STATE OF ALABAMA  
COUNTY OF SHELBY

## WORDS USED OFTEN IN THIS DOCUMENT

(A) "Mortgage". This document, which is dated DECEMBER 3rd, 1998, will be called the "Mortgage".

(B) "Borrower".

WHITCOMB CONSTRUCTION INC., a corporation

will sometimes be called "Borrower" and sometimes simply "I".

(C) "Lender". ALIANT BANK

will be called "Lender". Lender is a corporation which was formed and which exists under the laws of the State of Alabama. Lender's address is  
P O BOX 383067, BIRMINGHAM, AL 35238-3067

(D) "Note". The note signed by Borrower and dated DECEMBER 03, 1998, as such may hereafter be renewed,  
extended or modified, will be called the "Note". The Note shows that I owe Lender

TWO HUNDRED THIRTY-SEVEN THOUSAND AND NO/100

dollars, plus interest, which I have promised to pay in payments of principal and interest for 12 months  
with a final payment due on DECEMBER 03, 1999, or such later date to which maturity may be extended (if not  
more than 20 years from the date hereof). The final payment may be a balloon payment which may be refinanced from time to time.

(E) "Property". The property that is described below in the section titled "Description Of The Property", will be called the "Property".

## BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I grant, bargain, sell and convey the Property to Lender. This means that, by signing this Mortgage, I am giving Lender the rights that I have in the  
property subject to the terms of this Mortgage. The Lender also has those rights that the law gives to lenders who hold mortgages on real  
property. I am giving Lender those rights to protect Lender from possible losses that might result if I fail to:

- (A) Pay all the amounts that I owe Lender as stated in the Note;
- (B) Pay, with interest, any amounts that Lender spends under this Mortgage to protect the value of the Property and Lender's rights in  
the Property;
- (C) Pay, with interest, any other amounts that Lender lends to me as Future Advances under Paragraph 7 below;
- (D) Pay any other amounts that I may owe Lender, now or in the future, including any amounts that I become obligated to pay as a  
result of another loan from Lender or my guaranty of a loan to someone else by Lender, sometimes referred to as "Other Debts"; and
- (E) Keep all of my other promises and agreements under this Mortgage.

If I keep the promises and agreements listed in (A) through (E) above, this Mortgage and the transfer of my rights in the Property will become  
void and will end.

## LENDER'S RIGHTS IF BORROWER FAILS TO KEEP PROMISES AND AGREEMENTS

If I fail to keep any of the promises and agreements made in this Mortgage, Lender may require that I pay immediately the entire amount then  
remaining unpaid under the Note and under this Mortgage. Lender may do this without making any further demand for payment. This  
requirement will be called "Immediate Payment in Full".

If I fail to make Immediate Payment in Full, Lender may sell the Property at a public auction. The public auction will be held at the front door of  
the courthouse in the county where the Property is located. The Lender or its attorney, agent or representative (the "auctioneer") may sell the  
Property in lots or parcels or as one unit as it sees fit at this public auction. The Property will be sold to the highest bidder, or if purchased by  
Lender, for credit against the balance due from Borrower.

Notice of the time, place and terms of sale will be given to the public by publishing the notice with a description of the Property once a week for  
three (3) consecutive weeks in a newspaper of general circulation in the county where the sale will be held. The lender or auctioneer shall have the  
power and authority to convey all of my rights in the Property to the buyer at the public auction, and use the money received to pay the following  
amounts:

- (1) all expenses of the sale, including advertising and selling costs and attorney's and auctioneer's fees;
- (2) all amounts that I owe Lender under the Note and under this Mortgage; and
- (3) any surplus, that amount remaining after paying (1) and (2), will be paid to the borrower or as may be required by law.

If the money received from the public sale does not pay all of the expenses and amounts I owe Lender under the Note and this Mortgage, I will  
promptly pay all amounts remaining due after the sale, plus interest at the rate stated in the Note.  
The Lender may buy the Property or any part or interest in the Property at the public auction. If the Lender buys the Property, the auctioneer will  
make the deed in the name of the Borrower.

## DESCRIPTION OF THE PROPERTY

I give Lender rights in the Property described in (A) through (I) below:

(A) The property which is located at LOT 92 GREYSTONE FARMS, BIRMINGHAM, AL

This property is in SHELBY County in the State of AL. It has the  
following legal description:  
Lot 92, according to the Survey of the Final Record Plat of Greystone Farms, Milner's  
Crescent Sector, Phase 3, as recorded in Map Book 23, Page 71, in the Probate Office  
of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and  
mining rights excepted.

All building materials and equipment of every character and description, all lighting, heating and plumbing fixtures of every character and description, and  
all other property and things now owned or hereafter acquired, used or useful in connection of the building and improvements erected on the above  
described real estate, wherever the same may be located, whether on or adjacent to said real estate, in storage or otherwise.

Inst # 1998-50974

12/22/1998-50974  
10:02 AM CERTIFIED  
BY COUNTY JUDGE PROBATE

CLAYTON L. SUMNER, ATTORNEY AT LAW

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(If the property is a condominium, the following must be completed:) This property is part of a condominium project known as

- (called the "Condominium Project"). This property includes my unit and all of my rights in the common elements of the Condominium Project:
- (B) All buildings and other improvements that are located on the property described in paragraph (A) of this section;
  - (C) All rights in other property that I 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 profit, water rights and water stock that are part of the property described in paragraph (A) of this section.
  - (F) All rights that I 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 that are now or in the future will be on the property described in paragraphs (A) and (B) of this section, and all replacements of and additions to those fixtures, except for those fixtures, replacements or additions that under the law are "consumer goods" and that I acquire more than twenty (20) days after the date of the Note;
  - (H) All of the rights and property described in paragraphs (B) through (F) of this section that I acquire in the future; and
  - (I) All replacements of or additions to the property described in paragraphs (B) through (F) and paragraph (H) of this section.

#### **BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY**

I promise that except for the "exceptions" listed in the description of the Property: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

I promise and I agree with Lender as follows:

#### **1. BORROWER'S PROMISE TO PAY PRINCIPAL AND INTEREST UNDER THE NOTE AND TO FULFILL OTHER PAYMENT OBLIGATIONS**

I will promptly pay to Lender when due; principal and interest under the Note; late charges and prepayment charges as stated in the Note, principal and interest on Future Advances that I may receive under Paragraph 7 below; any amounts expended by Lender under this Mortgage, and all Other Debts.

#### **2. LENDER'S APPLICATION OF BORROWER'S PAYMENTS**

Unless the law requires otherwise, Lender will apply each of my payments under the Note and under Paragraph 1 above in the following order and for the following purposes:

- (A) First to pay interest then due under the Note; and
- (B) Next, to late charges, if any; and
- (C) Next, to lenders costs and expenses, if any; and
- (D) Next, to pay principal then due under the Note.

#### **3. BORROWER'S OBLIGATION TO PAY CHARGES AND ASSESSMENTS AND TO SATISFY CLAIMS AGAINST THE PROPERTY**

I will pay all taxes, assessments, and any other charges and fines that may be imposed on the Property and that may be superior to this Mortgage. I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will do this by making payments, when they are due, directly to the persons entitled to them. (In this Mortgage, the word "person" means any person, organization, governmental authority, or other party.) Upon request, I will give Lender a receipt which shows that I have made these payments.

Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "lien." I will promptly pay or satisfy all liens against the Property that may be superior to this Mortgage. However, this Mortgage does not require me to satisfy a superior lien if: (A) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves the way in which I agree to pay that obligation; or (B) I, in good faith, argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced and no part of the Property must be given up.

##### **Condominium Assessments**

If the Property includes a unit in a Condominium Project, I will promptly pay when they are due, all assessments imposed by the owners association or other organization that governs the Condominium Project. That association or organization will be called the "Owners Association."

#### **4. BORROWER'S OBLIGATION TO OBTAIN AND TO KEEP HAZARD INSURANCE ON THE PROPERTY**

##### **(A) Generally**

I will obtain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies, and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. Lender may not require me to obtain an amount of coverage that is more than the value of all buildings and other improvements on the Property.

I may choose the insurance company, but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All of the insurance policies and renewals of those policies must include what is known as a "standard mortgage clause" to protect Lender. The form of all policies and the form of all renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals.

I will pay the premiums on the insurance policies by paying the insurance company directly when the premium payments are due. If Lender requires, I will promptly give Lender all receipts of paid premiums and all renewal notices that I receive.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company is called "proceeds." The proceeds will be used to reduce the amount that I owe to Lender under the Note and this Mortgage, unless Lender and I have agreed to use the proceeds for repairs, restoration or otherwise.

The Lender has the authority to settle any claim for insurance benefits and to collect the proceeds. Lender then may use the proceeds to reduce the amount that I owe to Lender under the Note and under this Mortgage or to repair or restore the Property as Lender may see fit.

If any proceeds are used to reduce the amount of principal which I owe to Lender, under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and this Mortgage. However, Lender and I may agree in writing to those delays or changes.

If Lender acquires the Property by purchase at foreclosure sale, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender will belong to Lender. However, Lender's rights in those proceeds will not be greater than the amount that I owe to Lender under the Note and under this Mortgage.

##### **(B) Agreements that Apply to Condominiums**

(i) If the Property includes a unit in a Condominium Project, the Owners Association may maintain a hazard insurance policy which covers the entire Condominium Project. That policy will be called the "master policy." So long as the master policy remains in effect and meets the requirements stated in this Paragraph 4: (a) my obligation to obtain and to keep hazard insurance on the Property is satisfied; and (b) if there is a conflict, concerning the use of proceeds, between (1) the terms of this Paragraph 4, and (2) the law or the terms of the declaration, by-laws, regulations or other documents creating or governing the Condominium Project, then that law or the terms of those documents will govern the use of proceeds. I will promptly give Lender notice if the master policy is interrupted or terminated. During any time that the master policy is not in effect, the terms of (a) and (b) of this subparagraph 4(B)(i) will not apply.

(ii) If the Property includes a unit in a Condominium Project, it is possible that proceeds will be paid to me instead of being used to repair or to restore the Property. I give Lender my rights to those proceeds. All of the proceeds described in this subparagraph 4(B)(ii) will be paid to Lender and will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage. If any of those proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. The use of proceeds to reduce the amount that I owe to Lender will not be a prepayment that is subject to the prepayment charge provisions, if any, under the Note.

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5. **BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL OBLIGATIONS IN LEASE, AND AGREEMENTS ABOUT CONDOMINIUMS**

(A) **Agreements about Maintaining the Property and Keeping Promises in Lease**

I will keep the Property in good repair. I will not destroy or substantially change the Property, and I will not allow the Property to deteriorate. If I do not own but am a tenant on the Property, I will fulfill my obligations under my lease.

(B) **Agreements that Apply to Condominiums**

If the Property is a unit in a Condominium Project, I will fulfill any of my obligations under the declaration, by-laws, regulations and other documents that create or govern the Condominium Project. Also, I will not divide the Property into smaller parts that may be owned separately (known as "partition or subdivision"). I will not consent to certain actions unless I have first given Lender notice and obtained Lender's consent in writing. Those actions are:

- (a) The abandonment or termination of the Condominium Project unless the abandonment or termination is required by law;
- (b) Any significant change to the declaration, by-laws or regulations of the Owners Association, trust agreement, articles of incorporation, or other documents that create or govern the Condominium Project, including, for example, a change in the percentage of ownership rights held by unit owners in the Condominium Project; and
- (c) A decision by the Owners Association to terminate professional management and to begin self-management of the Condominium Project.

6. **LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY**

If: (A) I do not keep my promises and agreements made in this Mortgage, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, a legal proceeding in bankruptcy, in probate, for condemnation, 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 under this Paragraph 6 may include, for example, obtaining insurance on the Property, appearing in court, paying reasonable attorneys fees, and entering on the Property to make repairs.

I will pay to Lender any amounts, with interest, which Lender spends under this Paragraph 6. This Mortgage will protect Lender in case I do not keep this Promise to pay those amounts, with interest at the same rate stated in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and I may agree in writing to terms of payment that are different from those in this paragraph.

Although Lender may take action under this Paragraph 6, Lender does not have to do so.

7. **AGREEMENTS ABOUT FUTURE ADVANCES AND REFINANCING**

I may ask Lender to make one or more loans to me in addition to the loan that I promise to pay under the Note, or to refinance the amount due under the Note. Lender may, before this Mortgage is discharged, make additional loans to me or refinance the amount due under the Note.

8. **LENDER'S RIGHTS IF BORROWER TRANSFERS THE PROPERTY**

If I sell or transfer all or part of the Property or any rights in the Property, Lender will require immediate Payment in Full.

9. **CONTINUATION OF BORROWER'S OBLIGATIONS**

My obligations under this Mortgage are binding upon me, upon my heirs and my legal representatives in the event of my death, and upon anyone who obtains my rights in the Property.

Lender may allow a person who takes over my rights and obligations to delay or to change the amount of the monthly payments of principal and interest due under the Note or under this Mortgage. Even if Lender does this, however, that person and I will both still be fully obligated under the Note and under this Mortgage unless Lender specifically releases me in writing from my obligations. Lender may allow those delays or changes for a person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a person for not fulfilling obligations under the Note or under this Mortgage, even if Lender is requested to do so.

10. **CONTINUATION OF LENDER'S RIGHTS**

Even if Lender does not exercise or enforce any right of Lender under the Note, this Mortgage or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pay taxes, or pays other claims, charges or liens against the Property, Lender will still have the right to demand that I make immediate Payment in Full of the amount that I owe to Lender under the Note and under this Mortgage.

11. **LENDER'S ABILITY TO ENFORCE MORE THAN ONE OF LENDER'S RIGHTS; OBLIGATIONS OF BORROWERS; AGREEMENTS CONCERNING CAPTIONS**

Each of Lender's rights under this Mortgage is separate. Lender may exercise and enforce one or more of those rights, as well as any of Lender's other rights under the law, one at a time or all at once.

If more than one person signs this Mortgage as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Mortgage. Lender may enforce Lender's rights under this Mortgage against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under the Note and under this Mortgage. However, if one of us does not sign the Note, then: (A) that person is signing this Mortgage only to give that person's rights in the Property to Lender under the terms of this Mortgage; and (B) that person is not personally obligated to make payments or to act under the Note or under this Mortgage.

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

12. **LAW THAT GOVERNS THIS MORTGAGE**

The law that applies in the place that the Property is located will govern this Mortgage. The law of the State of Alabama will govern the Note. If any term of this Mortgage or of the Note conflicts with the law, all other terms of this Mortgage and of the Note will still remain in effect if they can be given effect without the conflicting term. This means that any terms of this Mortgage and of the Note which conflict with the law, can be separated from the remaining terms, and the remaining terms will still be enforced.

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

WHITCOMB CONSTRUCTION INC.

MICHAEL STERLING WHITCOMB, Its: PRESIDE

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ALABAMA )  
COUNTY OF )

I, \_\_\_\_\_  
that  
signed to the foregoing conveyance, and who  
of the contents of this conveyance,  
Given under my hand and official seal this

\_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify  
whose name(s)  
known to me, acknowledged before me on this day that, being informed  
executed the same voluntarily on the day the same bears date.  
day of

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, \_\_\_\_\_ the undersigned authority  
that MICHAEL STERLING WHITCOMB  
of WHITCOMB CONSTRUCTION INC. \_\_\_\_\_  
and who is known to me, acknowledged before me on this day that, being informed of the contents of such conveyance, he/she  
as such PRESIDENT \_\_\_\_\_ and with full authority, executed the same voluntarily for and as the act of said entity  
Given under my hand and official seal this 3rd

\_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify  
whose name as PRESIDENT  
is signed to the foregoing conveyance,  
and who is known to me, acknowledged before me on this day that, being informed of the contents of such conveyance, he/she  
executed the same voluntarily for and as the act of said entity  
day of DECEMBER 1998

My commission expires: 5-29-95

  
\_\_\_\_\_  
Notary Public



## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 3rd day of DECEMBER, 1998 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to ALIANT BANK (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: LOT 92 GREYSTONE FARMS, BIRMINGHAM, AL

(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

(the "Declaration"). The Property is a part of a planned unit development known as GREYSTONE FARMS

(Name of Planned Unit Development)

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

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

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

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

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

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

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

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

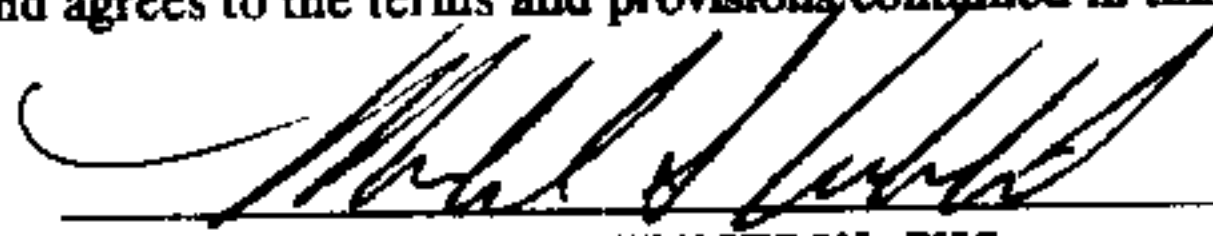
(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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

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

  
WHITCOMB CONSTRUCTION INC.

(Seal)  
Borrower

Inst # 1998-50974

(Seal)  
Borrower

12/22/1998-50974  
10:02 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

(Seal)  
Borrower