NOTICE: THIS MORTGAGE SECURES AN OPEN-END CREDIT PLAN WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE ANNUAL PERCENTAGE RATE. INCREASES IN THE ANNUAL PERCENTAGE RATE MAY RESULT IN INCREASED MINIMUM MONTHLY PAYMENTS, INCREASED FINANCE CHARGES, AND A LARGER AMOUNT DUE AT MATURITY. DECREASES IN THE ANNUAL PERCENTAGE RATE MAY RESULT IN LOWER MINIMUM MONTHLY PAYMENTS, LOWER PINANCE CHARGES, AND A SMALLER AMOUNT DUE AT MATURITY.

THIS IS A <u>FUTURE ADVANCE MORTGAGE</u> AND THE PROCEEDS OF THE OPEN-END CREDIT PLAN SECURED BY THIS MORTGAGE WILL BE ADVANCED BY TRE MORTGAGEE UNDER THE TERMS OF A CREDIT AGREEMENT BETWEEN THE MORTGAGEE AND THE BORROWER NAMED HEREIN.

STATE OF ALABAMA

SHELBY COUNTY

Adjustable-Rate Equity Line of Credit Mortgage

"Mortgagor", whether one or more) and Alumi Bank, a state banking association (bereinafter called the "Mortgagee").

Recitals

A. The Secured Line of Credit. THOMAS C	BOLE	and	BRENDA	C	BOLE,	Husband	and	Wife
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(hereinafter called the "Horrower," whether one or more) is (are) now or may become in the future justly indebted to the Mortgagee in the maximum principal amount of TWENTY-EIGHT THOUSAND AND NO/100

Dollars(\$ 28,000.00) (the "Credit Limit")

pursuant to a certain open-end line of credit established by the Mortgagee for the Borrower under an agreement entitled, "The Aliant Bank Equity Line of Credit Note, Agreement and Disclosure Statement," executed by the Borrower in favor of the Mortgagee, dated MAY 13, 1999 (the "Credit Agreement"). The Credit Agreement privates for an open-end line of credit pursuant to which the Borrower may borrow and repay, and reborrow and repay, amounts from the Mortgagee 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 accrue on the unpaid principal balance outstanding from time to time at a variable rate of interest computed pursuant to the terms of the Credit Agreement. The variable rate of interest may increase or decrease based on changes in the "index" or in the "margin", as such terms are defined in and determined under the Credit Agreement. An increase in the variable rate of interest may result in increased finance charges, increased minimum payment amounts, and a larger amount due at maturity under the Credit Agreement.

C. Maturity Date.

If not sooner terminated as set forth therein, the Credit Agreement will terminate twenty years from the date of the Credit Agreement, and all sums psyable thereunder (including without limitation principal, interest, expenses and charges) shall become due and psyable in full.

D. Mortgage Tax.

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 Mortgagee 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 fees, charges, obsist and expenses now or hereafter owing by the Borrower to the Mortgagee 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 Mortgagee under the Credit Agreement, or any extension or renewal thereof, and (e) all advances by the Mortgagee 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 Mortgager does hereby grant, bargain, sell and convey unto the Mortgagee, the following described real estate situated in County, Alabama (said real estate being hereinafter called the "Real Estate"):

Lot 339, according to the Survey of Brook Highland, an Eddleman Community, 7th Sector, as recorded in Map Book 13, page 99 A & B, in the Probate Office of Shelby County, Alabama.

Inst # 1999-21071

05/19/1999-21071 11:28 AM CERTIFIED SHELBY COUNTY JUDGE OF PROBATE 004 SNA 58.00

Loan ID: 610000824

AN26 8/94 4626

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

To have and to hold the Real Setate unto the Mortgages, its successors and assigns forever. The Mortgager coverants with the Mortgager that the Mortgager is instally seized in fed simple of the Real Betate and has a good right to sell and convey the Real Betate as aforesaid; that the Real Betate is free of all encumbrances, except the lies of current ad valorem tunes, the prior subrigage, if any, bereinafter described and any other encumbrances expressly set forth above; and the Mortgager will warrant and forever defend the this to the Real Betate unto the Mortgager, against the lewful claims of all persons, except as otherwise herein provided.

This mortgage secures an open-end revolving line of credit under which the Borrower may borrow and repay and reborrow and capey, amounts from the Mortgages from time to time up to a maximum principal amount at etty one time outstanding not exceeding the Credit Limit. Advancer under the Credit Agreement are obligatory. The Credit Agreement does not require that the Borrower make any intrinsions initial advance or maintain any minimum belance under the line of credit; therefore, at times there may be no outstanding. Debt under this mortgage that become effective immediately potwishetanding, since in each case further borrowings can thereafter be made from time to time by the Borrower under the terms of the Credit Agreement and all such borrowings are to be included in the Debt stated hereby. Take mortgage shall continue in effect until all of the Debt shall have been been paid in full, the Credit Agreement shall have been terminated, the Mortgages shall have been duly recorded in the probate office in which this mortgage is originally recorded. The Mortgages agree to execute such as 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 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 dated

The Mortgagor hereby authorizes the holder of a prior mortgage encumbering the Real Histor, if any, to disclose to the Mortgage the following information: (1) the amount of indebtedness secured by such mortgage; (2) the amount of such indebtedness that is uspaid; (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; and (5) any other information regarding such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby which the Mortgages 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 Mortgages 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 tiens taking priority over this mortgage (hereinafter jointly called "Lens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgages, as its option, may pay the same: (2) keep the Real Butate continuously insured, in such manner and with such companies as may be satisfactory to the Mortgages, against loss by first, vandalism, maticious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, with loss, if any, payable to the Mortgages, 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 Butate unless the Mortgages agrees is writing that such insurance may be in a least amount. Subject to the rights 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 Mortgages until the Debt is paid in that and the Credit Agreement is terminated. The insurance policy and improvements, or any part thereof, together with the right, title and interest of the hortgages hereby assigns and pledges to the Mortgages as further security for the payment of the Debt each and every policy of hazard insurance now or hereafter in effect which insures and improvements, or any part thereof, together with the right, title and interest of the Mortgage and without notice to any person, the Mortgage and rights to return premiums. If the Mortgage hall to keep the Real Butate insured as specified show, then at the efection of the Mortgages and without notice to any person, the Mortgages may declare the entire Debt due and psysble and this mortgage subject to foreclosure, and this mortgage may, but shall not be obligated to, insure the Real Estate for its full insurable value (or for such leasure amount as the Mortgages may be used in repairing or recons

All amounts spent by the Mortgages 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 all 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 Mortgages 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 Mortgagor, 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 savigns and piedges to the Mortgagee the following property, rights, claims, rents, profits, assurated and revenues:

1. All rants, profits, issues, and revenues of the Real Parses 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 in default hereunder, the right to receive and retain such rante, profits, issues and revenues;

2. All judgments, swards of damages and arttiements hersafter 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 State, or any part thereof, or to py part thereof, or to any rights apportenant thereto, including any sward for change of grade of streets, and all payments made for the voluntary take of the Real Parties, or any part thereof, in these of the exercise of power of eminent domain. The Mortgages is hereby authorized on behalf of, and in the name of, the Mortgages and deliver valid acquittances for, and appeal from, any such judgments or swards. The Mortgages may apply all such sums so received, or any part thereof, after the payment of all the Mortgages's expenses, including court costs and attorney's fees, on the Oubt in such manner as the Mortgages elects, or, at the Mortgages's option the entire amount or any part thereof so received may be released or may be used to rebuild, repair or restors any or all of the improvements boated 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 were and true excepted.

Notwithstanding any other provision of this mortgage or the Credit Agreement, this mortgage shall be deemed to be in default and the Debt shall become immediately due and payable, at the option of the Mortgages, upon the sale, lease, transfer, or mortgage by the Mortgages of all or any part of, or all or any interest in, the Real Estate, including transfer of an interest by contract to sell.

The Mortgages may make or cause to be made reasonable entries upon and inspections of the Real Estate, provided that the Mortgages shall give the Mortgages notice prior to any such inspection specifying reasonable cause therefor related to the Mortgages'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 and addressed to the Mortgagor at any address on the Mortgagor's records or at such other address as the Mortgagor shall designate by notice to the Mortgagor as provided herein; and (c) shall be given to the Mortgagor with the Mortgagor as designate by first class mall to the Mortgagor's address stated herein or to such other address as the Mortgagor 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 Mortgagor when given in the seasons designated herein.

The Morigagor shall comply with the provisions of any least if this mortgage is on a least-hold. If this mortgage is on a unit in a condominium or a planned unit development, the Morigagor shall perform all the Morigagor's obligations under the declaration creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents, all as amended. If a condominium or planned unit development rider is executed by the Mortgagor and recorded together with this mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this mortgage as if the rider were a part hereof.

The Mortgagor agrees that no delay or failure of the Mortgagos to exercise any option to declare the Debt due and psyable shall be deemed a waiver of the Mortgagoe's right to exercise such option, either as to any part 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 eigned by the Mortgagor and signed on behalf of the Mortgagor by one of its officers.

Lipon the occurrence of an event of default hereunder, the Mortgages, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, shall be entitled to the appointment by any competent equit, without notice to any party, of a receiver for the rents, issues and profits of the Real Estate, with power to lease and control the Real Estate and with such other powers as may be deemed necessary.

Upon condition, however, that if: (a) the Dubt is paid in full (which Debt includes (i) all advances heretofore or from time to time hereafter made by the Mortgagee to the Borrower under the C redit 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 eard solvances, or any part thereof; (iii) all other feet, charges, costs and expenses now or hereafter owing by the Borrower to the Mortgages pursuent to the Credit Agreement, or any extension or renewal thereof; (iv) all other indebtedness, obligations and liabilities now or hereafter owing by the Birrower to the Mortgages under the Credit Agreement, or any extension or renewal thereof; and (v) all advances by the Mortgages under the terms of this mortgage); (b) the Mortgages is reimbursed for any amounts the Mortgages has paid in payment of Liens or insurance premiums or any privil mortgages, and interest thereon; (e) the Mortgagor fulfills all of the Mortgagor's obligations under this mortgage; (d) the Credit Agreement is terminated and the bank has no obligation to extend any further credit to the Borrower thereunder; and (a) an appropriate written instrument in satisfaction of this mortgage has been sescuted by a duty authorized officer of the Mortgages and properly recorded; this conveyance shall be null and void. But if any event of default and termination under Section 19 of the Credit Agreement shall occur, then, at the option of the Morrgages, the unpaid belance of the Debt shall at once become due and psymble and this mortgage shall be subject to forecloseurs and may be foreclosed as now provided by law in case of past-due mortgages; and the Morigages shall be authorized to take possession of the Real Estate and, after giving at least twenty-one days' notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Real Estate is located, to sell the Real Estate in front of the courthouse door of said county, a public outcry, to the highest bidder for each. and to apply the proceeds of said sair as follows: first, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including reasonable Miorney's feet; second, to the payment in full of the belance of the Dubt in whatever order and amounts the Mortgager 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. Liene, any prior mortgages or other encumbraness related to the Real Estate, with injerest 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. The Mostgagors agree that the Mostgages may bid at any sale held under the terms of this mortgage and may purchase the Real Estate if the highest bidder thereof. At the foreclosure sale the Real Estate may be offered for eale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner the Mortgagee may elect.

The Mongagor agrees to pay all costs, including reasonable attorneys' fees incurred by the Mortgagee in collecting or securing or attempting to collect or secure the Debt, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any tien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such ben or encumbrance; and all costs incurred in the foreclosure of this mongage, either under the power of sale contained herein,or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the Debt and shall be secured by this mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchaser money. In the even of a sale hereunder, the Mortgagee, or the owner of the Debt and mortgage, or the auctioneer, shall execute to the purchaser, for and in the name of the Mortgagor, a deed to the Real 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 morigage, respectively, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and provilege herein reserved or secured to the Mortgagee shall interest to the benefit of the Mortgagee's successors and essigns. IN WITNESS WHEREOF, the undersigned Mortgagor has (have) executed this instrument on the date first written about (Scal) (Scal) (Scal) (Scal) ACKNOWLEDGEMENT FOR INDIVIDUALS STATE OF ALABAMA County SHELBY I, the undersigned authority, a Notacy Public, in and for said county in said State, hereby certify that _ THOMAS C BOLE and BRENDA C BOLE, Husband and Wife whose names(s) is (are) signed to the foregoing instrument, and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument executed the same voluntarily on the date the same bears date. Notary Public My commission expires: -3-03 NOTARY MUST AFFIX SBAL ACKNOWLEDGEMENT FOR CORPORATION STATE OF ALABAMA County I, the undersigned authority, a Notacy Public, in and for said county in said State, hereby certify that a corporation, is signed to the foregoing instrument, and who is known to me acknowledged before me on this day that, being informed of the contents of said instrument, _____, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand and official seal, this ______ day of _______. 19______. Notary Public My commussion expires: NOTARY MUST AFFOLSEAL John G. Lowther (Name) 3500 Independence Drive (Address) -Birmingham, Al 35209 ٠,

AN28 8/94 4628

PLANNED UNIT DEVELOPMENT RIDER

1999 THIS PLANNED UNIT DEVELOPMENT RIDER is made this 13th 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 (the "Lender") ALIANT BANK

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 3824 KINROSS DR, BIRMINGHAM, AL 35242

[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 BROOKHIGHLAND

(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.

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; OΓ
- (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 a	nd agrees to the terms and provisions contained in this	PUD Rider.
	THOMAS C BOLE	(Seal)
Inst # 1999-21071	Brenda Co Pale	(Scal)
	BRENDA C BOLE	(Scal)
05/19/1999-21071 11:28 AM CERTIFIED		(Seal)

SHELBY COUNTY JUDGE OF PROBATE MULTISTATED US MIDER -55 Ingle Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form,3150 9/90

610000824 Loan ID: