

LEASE SALE CONTRACT

THE STATE OF ALABAMA)

COUNTY OF SHELBY)

This Lease, made and entered into on this the 2nd day of December, 1999, by and between Nathan E. Gilbert, a married person, whose address is 132 Windsor Circle, Pelham, Alabama 35124, hereinafter called the Lessor, and Rhonda Gilbert, a married person whose address is 2208 Old Cahaba Place, Helena, AL 35080 hereinafter called the Lessee.

WITNESSETH:

That the Lessor does hereby lease and rent unto the Lessee the following described premises situated in Shelby County, Alabama, to-wit:

LOT 413-A, ACCORDING TO THE RESURVEY OF LOTS 406 THRU 422, AMENDED MAP OF OLD CAHABA LAKEWOOD SECTOR, AS RECORDED IN MAP BOOK 26, PAGE 43, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

for use as a principal residence (restricted use) during the term of 30 years, beginning on the 2nd day of December, 1999, and ending on the 31st day of December, 2030.

In consideration whereof, the lessee agrees to pay the Lessor the sum of \$255,000.00, of which sum \$75,000.00 is paid in cash, the receipt of which is hereby acknowledged, the balance \$180,000.00, with interest, shall be paid by Lessee to Lessor in accordance with the terms of that certain promissory note executed by Lessor to First Federal Savings Bank on December 2, 1999, a copy of which is attached hereto; it being understood that Lessee will make said payments including the required escrow items to Lessor at 132 Windsor Circle, Pelham, AL 35124 on the first day of each month, during said term, beginning January 1, 2000.

And should the lessee fail to pay rents as they become due, as aforesaid, or violate any other condition of this Lease, the lessor shall then have the right, at their option, to re-enter the premises and annul this Lease. And in order to entitle the Lessor to re-enter, it shall not be necessary to give notice of the rents being due and unpaid, or to make any demand for the same, the execution of this Lease signed by the parties, which execution is hereby acknowledged, being sufficient notice of the rents being due and the demand for the same, and shall be so construed, any law, usage or custom to the contrary notwithstanding.

This Lease is Made on the following Terms, Conditions and Covenants:

1. The Lessor covenants to keep the Lessee in possession of said premises during said term.
2. Nothing herein shall be construed as a warranty that premises are in good condition or are fit or suitable for the use and purpose for which they are rented or leased. The Lessor has made no representations or promises with respect to said premises except as herein expressly set forth. Lessor does not warrant that subject property is not in a flood plain.
3. The Lessee will, upon the expiration or termination of this lease, surrender the quiet and peaceful possession of said premises in like good order as the same were in at the commencement of said term, natural wear and tear excepted.
4. The Lessee will indemnify, protect and save harmless the Lessor herein from any loss, cost, damage or expense caused by injury to persons or property while in, on or about said premises herein described.
5. In the event the Lessee fails to pay said rent as set forth herein on the date which it

is due, failure on his part to make good said default within 30 days from the due date thereof will authorize the Lessor to terminate and cancel this lease at his option.

6. In the event it becomes necessary for the Lessor to employ an Attorney to collect any of the rent agreed to be paid hereunder, or to enforce performance of any of the provisions of this lease, the Lessee agrees to pay all Court Costs and Attorney's Fees charged therefor. And as a part of the consideration of this Lease, and for the purpose of securing the party of the first part prompt payment of said rents as herein stipulated, or any damage that lessor may suffer either by failure to surrender quiet and peaceable possession of said premises, as aforesaid, or for any damage whatever, may be awarded to the lessor under this contract, the lessee waives all right which he/she may have under the Constitution and Laws of the State Alabama, to have any of the personal property of the lessee exempted from levy and sale, or other legal process.

7. The Lessee shall not have the right, without the express written consent of Lessor, to construct such buildings and improvements on said premises for use by Lessee in connection with the purposes for which said premises was rented. In the event Lessor does consent to the construction of buildings and improvements then upon termination or expiration of this lease, title to such buildings or improvements placed thereon by the Lessee shall vest in the Lessor and the Lessee shall not have any right of removal thereof.

8. The Lessee agrees to make no unlawful or offensive use of said premises during the term of this lease and any violation thereof shall authorize the Lessor to terminate and cancel this lease at his option.

9. Lessee agrees that in the event he should vacate the premises at any time during the term of this lease that all of his interest and rights thereunder shall immediately cease and terminate and become null and void.

10. The Lessee agrees that at his sole cost and expense, he shall maintain and keep in good repair all buildings, improvements and fences on said premises.

11. Lessee shall not assign or in any manner transfer this lease or any estate, interest, or benefit herein, or sublet said premises or any part or parts thereof. Each and every transfer or assignment of this lease or any interest therein or rights and privileges contained herein, shall be null and void, unless the written consent of the Lessor be first obtained thereto.

12. Lessee shall be responsible for the payment of all ad valorem taxes and any municipal or county assessments on subject property during the term of said lease.

It is understood and agreed that at the end of said term if the lessee has complied with each and all conditions of this Lease, then the lessor agrees that rent paid under this Lease shall be considered as payment for said property, and the party of the first part shall make and execute a deed conveying said property to the lessee.

It is further understood and agreed that if the lessee fails to pay the monthly rent as it becomes due; and becomes as much as two months in arrears during the existence of this Lease, or should fail to pay the taxes or assessments on said property when the same become due, or should fail to comply with any conditions or requirements herein, then on the happening of any such event by the lessee, she forfeits her right to a conveyance of said property, and all money paid by the lessee to the lessor under this contract shall be taken and held as payment of rent for said property, and the lessee shall be liable to the lessor as a tenant for the full term of said lease, and the provisions herein "that the rent paid under this Lease shall be considered a payment for said property, and the lessor shall make and execute a deed with a warranty of title conveying said property to the lessee" shall be a nullity and of no force or effect; and the failure of the lessee to comply with any conditions of this instrument shall ipso facto render the said provision a nullity, and leave the lessee without any rights whatever except the rights of lessee without any notice or action whatever upon the lessor.

It is further understood and agreed that if the party of the second part should at any time before the maturity thereof desire to pay off the remaining monthly payments, as named herein she

shall have the right to do so, and shall be entitled to a rebate on such advancements of all unearned interest, it being intended that only the earned interest shall be collected.

In Witness Whereof, Nathan E. Gilbert, as Lessor, and Rhonda Gilbert, as Lessee have hereunto set their hands and seals in duplicate on this the day and year first above written.

Nathan E. Gilbert
Lessor, Nathan E. Gilbert

Rhonda Gilbert
Lessee, Rhonda Gilbert

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that NATHAN E. GILBERT, whose name is signed to the foregoing LEASE SALE CONTRACT, who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he executed the same voluntarily on the day same bears date.

Given under my hand and seal of office this 2nd day of December, 1999.

Jack H. Harrison
Notary Public
My commission expires: 7-29-01

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that RHONDA GILBERT, whose name is signed to the foregoing LEASE SALE CONTRACT, who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, she executed the same voluntarily on the day same bears date.

Given under my hand and seal of office this 2nd day of December, 1999.

Jack H. Harrison
Notary Public
My commission expires: 7-29-01

ADJUSTABLE RATE NOTE

AP# 1407216264

(1 Year Treasury Index - Rate Caps)

LN# 1407216264

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

December 2, 1999
[Date]

Helena
[City]

Alabama
[State]

2208 Old Cahaba Place, Helena, AL 35080
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 180,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is First Federal Bank

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 9.1250 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on January 1, 2000. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on December 1, 2029, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 2315 9th Street, Tuscaloosa, AL 35401

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 1,464.54. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of December, 2000, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Three and One / Half percentage point(s) (3.5000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 11.1250 % or less than 7.1250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 15.1250 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates on my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person 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 this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

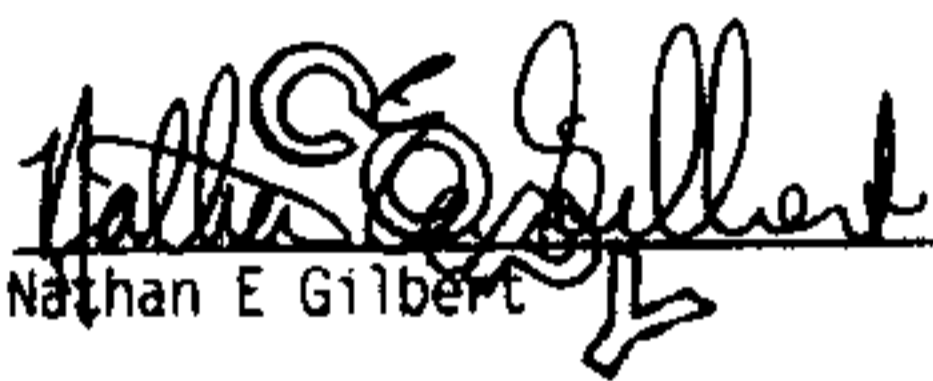
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

_____ (Seal) -Borrower	 Nathan E Gilbert	_____ (Seal) -Borrower
_____ (Seal) -Borrower		_____ (Seal) -Borrower [Sign Original Only]

Inst # 1999-50376

12/14/1999-50376
12:20 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 MMS 368.50