

STATE OF ALABAMA
JEFFERSON COUNTY

Inst # 2000-00233

CHattel MORTGAGE

01/04/2000-00233
12:43 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NKS 12.00

Know all men by these presents that I, Jose B. Gonzalez of Jefferson County, Alabama (hereinafter referred to as ("mortgagor")) in consideration of Ninety Two Thousand, Five Hundred Dollars (\$92,500.00) to me paid by Alabama Telco Credit Union, (hereinafter referred to as "mortgagee") the receipt whereof is hereby acknowledged, do hereby grant, sell, and transfer unto the said mortgagee, the Certificate of Deposit in the amount of Eighteen Thousand, Five Hundred Dollars, which said Certificate of Deposit in on deposit with the said mortgagee.

To have and to hold the said Certificate of Deposit to the said mortgagee, their successors and assigns forever.

And I hereby covenant with the said mortgagee that I am the lawful owner of the said Certificate of Deposit; that it is free from all encumbrances; that I have good right to sell the same as aforesaid; and that I will warrant and defend the same against the lawful claims of all persons.

And I hereby covenant that if I, or my executors, administrators, or assigns, shall pay unto the said mortgagee or their successors and assigns, the sum of Ninety Two Thousand, Five Hundred Dollars, (\$92,500.00) according to the terms of that certain promissory note made by me to the order of the said mortgagee for the sum of Ninety Two Thousand, Five Hundred Dollars, payable 15 years after date, with interest thereon at the rate of 8.00 per cent per annum payable monthly on the 2nd day of each month beginning on January 2, 2000, and shall also keep and perform all and singular the covenants and agreements on my part hereinafter contained, then this deed shall be satisfied and the Certificate of Deposit shall be returned to the mortgagor.

And I hereby covenant, for myself, my heirs, executors, administrators, and assigns, with the said mortgagee, their successors and assigns as follows:

1. To pay the said sum of money and interest at the times and in the manner above described.

If default shall be made in the payment of the said sum of money and interest or any part thereof, or in the observance and performance of any of the other said covenants on my part herein contained, or if the said mortgagee or their successors and assigns, shall at any time deem the security afforded by this mortgage unsafe or at any risk, then the said mortgagee, their

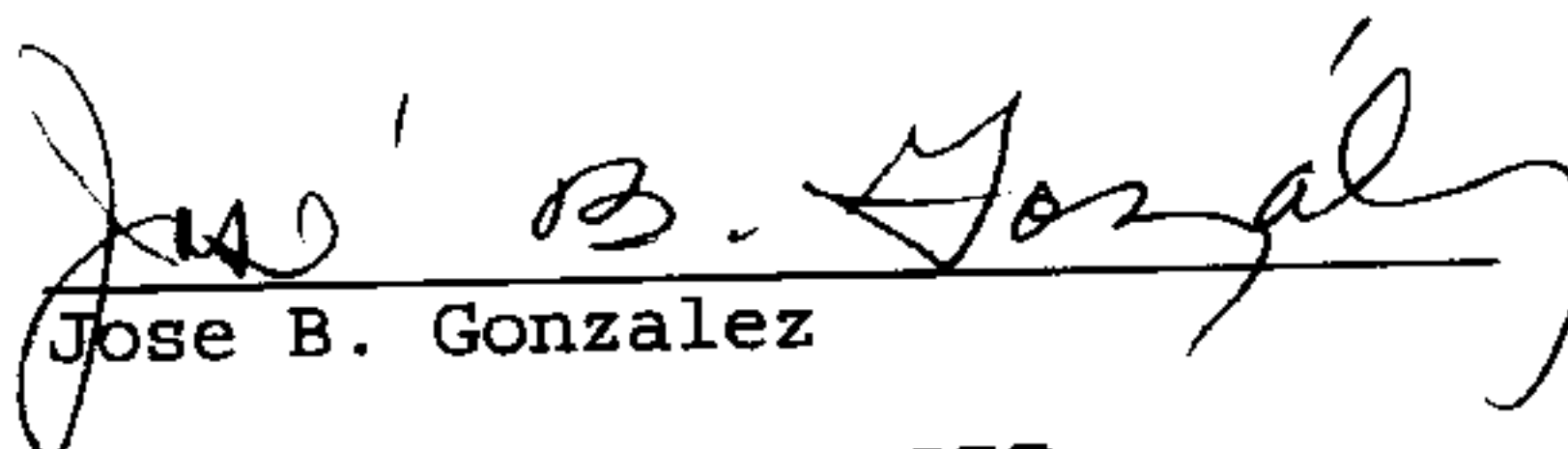


successors or assigns, shall be authorized to sell the said Certificate of Deposit at public sale, for the best price they can obtain, and that they may purchase at any such sale, and out of the moneys arising therefrom to retain all sums secured by this mortgage, whether then or thereafter payable, including all costs, charges, and expenses incurred by them in effecting such sale or otherwise in relation to the said Certificate of Deposit.

All interest earned by the said Certificate of Deposit, while earned on deposit with the mortgagee shall be the property of the mortgagor and shall be added back into the original Certificate of Deposit on a regular accounting basis.

The mortgagor agrees to automatic renewal of the Certificate of Deposit as long as the original indebtedness of the mortgagor remains outstanding.

This the 2nd day of December, 1999

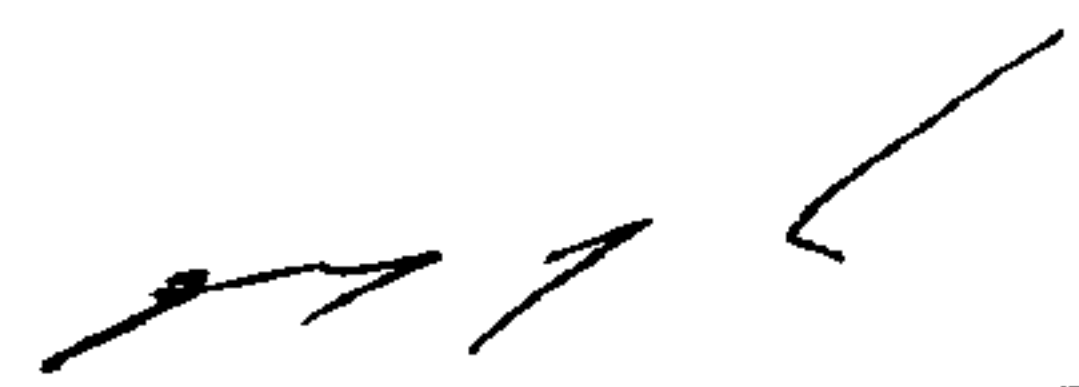

Jose B. Gonzalez

STATE OF ALABAMA
JEFFERSON COUNTY

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On this December 2, 1999, I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that Jose B. Gonzalez whose name is signed to the foregoing conveyance, and who are known to me, acknowledged before me that, being informed of the contents of the conveyance he executed the same voluntarily and as their act on the day the same bears date.

Given under my hand and seal of office on December 2, 1999.


Notary Public
My commission expires:

This instrument was prepared by:
F. Wayne Keith, Attorney
400 Vestavia Parkway, Suite 250
Birmingham, Alabama 35216



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