RECORDATION REQUESTED BY:

SouthTrust Bank, National Association Oak Mountain 345 2261 Highway 31 South Palliam, Al. 35124

WHEN RECORDED MAIL TO:

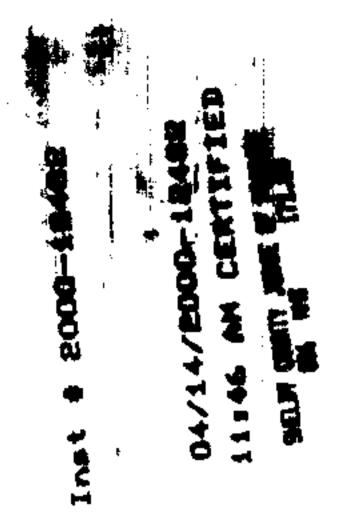
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MORTGAGE

MAXIMUM LIEN. The tien of this Mortgage shall not exceed at any one time \$100,000.00.

THIS MORTGAGE deted January 14, 2000, is made and executed between GREGORY WOLCHOK and MARY E. WOLCHOK; HUSBAND AND WIFE (referred to below as "Grantor") and SouthTrust Bank, National Association, whose address is Oak Mountain 345, 2261 Highway 31 South, Pelham, AL 35124 (referred to below as "Lander").

GRANT OF NORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lander all of Grantor's right, title, and interest in end to the following described real property, together with all existing or subsequently erected or affixed buildings improvements and fixtures; all essements, rights of way, and appurtanences; all water, water rights, watercourses and ditch rights (including attock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in SHELBY County, State of Alabama:

LOTS 16, ACCORDING TO THE SURVEY OF MEADOW BROOK, 14TH SECTOR, AS RECORDED IN MAP BOOK 9, PAGE 82, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The Real Property or its address is commonly known as 5385 HARVEST RIDGE LANE, BIRMINGHAM, AL 35242.

REVOLVING LINE OF CREDIT. Specifically, in addition to the amounts specified in the indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit, which obligates Lander to make advances to Grantor so long as Grantor complies with all the terms of the Gradit Agreement. Such advances may be made, repeld, and remade from time to time, subject to the limitation that the total outstanding belence civing at any one time, not including finance charges on such belence at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the indebtedness paragraph, shall not exceed the Gradit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lander that this Mortgage secures the belance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in this Mortgage and any intermediate belance.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDESTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS LINDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lander that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws. (b) any use, generation, menufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under about or from this Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lander in writing. (a) nerther Grantor nor any tenent, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grentor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lander's purposes only and shall not be construed to create any responsibility or liability on the part of Lander to Grantor or to any other person. The representations and werranties contained herein are based on Grantor's due diligence in investigating the Property for Hezardous Substances. Grantor hereby (1) releases and waives any future claims against Lander for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any end all claims, losses, liabilities, demages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release consuming prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the setisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreglosure or otherwise.

Nulsance, Wests. Granter shall not cause, conduct or permit any nulsance nor commit, permit, or suffer any stripping of dr waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Granter will not remove, or grant to any other party the right to remove, any timber, minerals fincluding oil and gas), coal, clay, scorie, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shell not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.



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MORTGAGE (Continued)

Lander's Right to lister. Lender and Lander's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lander's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Compliance with Governmental Regularisation. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lander in writing prior to doing so and so long so, in Lunder's sole opinion, Lander's interests in the Property are not jeopardized. Lander may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lander, to protect Lander's interest.

Duty to Protect. Grantor agrees neither to ebandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those bots set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, let Lander's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in the Real Property. However, this option shall not be exercised by Lender If such exercise is prohibited by federal law or by Alabama law.

TAXES AND LIENS. The following provisions relating to the taxes end liens on the Property are part of this Mortgage.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any lians having priority over or equal to the interest of Lander under this Mortgage, except for the Existing Indebtedness referred to in this Mortgage or those liens specifically agreed to in writing by Lander, and except for the lien of taxes and assessments not due as further specified in the Right to Contest perspraph.

Right to Centest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeoperdized. If a lien arises or is filed as a result of nonpayment, Grantor shell within fifteen (15) days after the lien misses or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys! fees, or other charges that could accrus as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligae under any surety bond furnished in the opntest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lander satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage

Maintenance of insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgages alsuss in favor of Lander. Policies shall be written by such insurance companies and in such form as may be resconsibly acceptable to Lander. Grantor shall deliver to Lander certificates of coverage from each insurance containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days, prior written notice to Lander and not containing any disclaimer of the insurer's stability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in tavor of Lander will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hizard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shell promptly notify Lender of any loss or demage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (18) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lander's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair. Grantor shall repair or replace the demaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay amount owing to Lender under this Mortgage, then to pay acquired interest, and the remainder, if any, shall be applied to the principal belience of the Indebtedness. If Lander holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear

Unexpired insurance at Bale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

LENDER'S EXPENDITURES. If Grantor fails. (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims (B) to provide any required insurance on the Property. (C) to make repairs to the Property or to comply with any obligation to maintain Existing Indebtedness in good standing as required below, then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's Interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement, or the maximum rate permitted by law, whichever is less, from the date incurred or paid by Lender to the date of under the Credit Agreement, or the maximum rate permitted by law, whichever is less, from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lander's option, will (A) be payable on demand. (B) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Credit Agreement: or (C) be treated as a belief of the index and payable at the Credit Agreement's maturity. The Property also will secure payment of these amounts believe had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Granter warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, tree and clear of all liens and encumbrances other than these set, forth in the Real Property description or in the Existing Indebtedness section below or in any title and encumbrance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lander.



MORTGAGE

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(Continued)

Page 3

Million of Title. Subject to the exception in the paregraph above, Grantor warrants and will forever defend the title to the Property against the little of the exception in the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender the field the paregraph and the extension of Grantor's expense. Grantor may be the nominal party in such proceeding, but under this filestage. Grantor shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own phone, and the proceeding to participate will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such delivered.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws ordinances, and regulations of governmental authorities.

Strictual of Promises. All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's indebtedness is paid in full.

EXISTING INDUSTRIBUSES. The following provisions concerning Existing Indebtedness are a part of this Mortgage:

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to the lien securing payment of an existing obligation with an account number of 1060099509189 to HiBERNIA. The existing obligation has a current principal belance of approximately \$99,000,00 and is in the original principal amount of \$124,000,00. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDITION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filled, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award after payment of all the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all responses, expenses, and attorneys' fees incurred by Lender in connection with the condemnation

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes test and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lander, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lander or the holder of the Credit Agreement; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Graptor.

Subsequent Taxis. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default, and Lender unless delinquent, or [2] contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably continuing the security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it evaluable to Lender within three (3) days after receipt of written demand from Lender

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES: ATTORNEY-BI-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurance. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filled, recorded, refilled, or rescorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve. (1) Grantor's obligations under the Credit Agreement, this Mortgage, and the Related Documents, and. (2) the continue, or preserve. (1) Grantor's obligations under the Credit Agreement, this Mortgage, and the Related Documents, and. (2) the continue, or preserve. (1) Grantor's obligations under the Credit Agreement, this Mortgage, and the Related Documents, and. (2) the continue, or preserve. (1) Grantor's obligations under the Credit Agreement, this Mortgage, and the Related Documents, and. (2) the continue, or preserve. (1) Grantor's obligations under the Credit Agreement, this Mortgage, and the Related Documents are under the Credit Agreement, this Mortgage, and the Related Documents are under the Credit Agreement, this Mortgage, and the Related Documents are under the Credit Agreement, this Mortgage, and the Related Documents are under the Credit Agreement, this Mortgage, and the Related Documents are under the Credit Agreement, this Mortgage, and the Related Documents are under the Credit Agreement, this Mortgage, and the Related Documents are under the Credit Agreement, this Mortgage, and the Related Documents are under the Credit Agreement, this Mortgage, and the Related Documents are under the Credit Agreement, the continuents are under the Credit Agreement are under the Credit Agreement are under the Cred

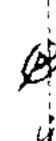
Attorney-in-Fact: If Grantor fails to do any of the things referred to in the preceding paragraph, Lander may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lander as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filling, receiving, and doing all other things as may be necessary or desirable, in Lander's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grenter pays all the Indebtedness when due, terminetes the credit line account by notifying Lender as provided in the Credit Agreement, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on his evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination lies as determined by Lender from time to time.

EVENTS OF DEFAULT. Grentor will be in default under this Mortgage if any of the following happen:

(1) Grantor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include for example, a false statement about Granton's Income, assets, liabilities, or any other aspects of Granton's financial condition

(2) Grantor does not meet the repayment terms of the Credit Agreement.



MORTGAGE (Continued)

(3) Brantor's action or inaction adversely affects the polisteral or Lender's rights in the colleteral. This can include, for example, fature to maintain required insurance, weste or destructive use of the dwelling, faiture to pay taxes, death of all persons liable on the account, transfer of this or sale of the dwelling, cristian of a senior flor on the dwelling without our permission, foreclosure by the holder of another lien, or the use of florid significant dwelling for prohibited purposes.

PROFES AND PRINCEDUS ON DEPAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exactle any one of more of the following rights and remedies, in addition to any other rights or remedies provided by law

Appelerate Indubtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Parsonal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lander shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lander's costs, against the Indebtedness. In furtherance of this right, Lander may require any tenant or other user of the Property to make payments of rent or use fees directly to Lander. If the Rents are collected by Lander, then Grantor irrevocably designates Lander as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lander in response to Lander's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over anid above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by lew. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property expends the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver

Judicial Foreclasure. Lender may obtain a judicial decree foreclasing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. Lender will be authorized to take possession of the Property and, with or without taking such possession, after giving notice of the time, place and terms of sale, together with a description of the Property to be sold, by publication once a week for three (3) successive weeks in some newspaper published in the country or counties in which the Real Property to be sold is located, to sell the Property (or such part or parts thereof as Lender may from time to time elect to sell) in front of the front or main door of the countriouse of the country in which the Property to be sold, or a substantial and material part thereof, is located, at public outcry, to the highest bidder for cash. If there is Real Property to be sold under this Mortgage in more than one country, publication shell be made in all countries where the Real Property to be sold is located. If no newspaper is published in any country in which any Real Property to be sold is located, the notice shell be published in a newspaper published in an adjoining country for three (3) successive weeks. The sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale under this Mortgage. Lender may bid at any sale had under the terms of this Mortgage and may purchase the Property if the highest bidder therefore. Grantor hereby waives any and all rights to have the Property marshalled. In exercising Lender's rights and remedies, Lander will be free to self all or any part of the Property together or separately, in one sale or by separate sales.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenency at Sufference. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender officerwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenent at sufference of Lender or the purchaser of the Property and shall, at Lender's option, either [1] pay a reasonable rental for the use of the Property, or [2] vacate the Property Immediately upon the demand of Lender.

Other Remedies. Lander shall have all other rights and remedies provided in this Mortgage or the Cradit Agreement or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled in exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender will give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shell mean notice given at least ten (10) days before the time of the sale or disposition.

Election of Remedies. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to decision for default and to exercise Lender's remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lander incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Credit Agreement rate from the date of the expenditure until repaid. Expenses covered by this peragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lander's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining little reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law. If this Mortgage is subject to Section 5-19-10, Code of Alabama 975, as amended, any reasonable attorneys' fees provided for in this Mortgage shall not exceed fifteen percent (15%) of the unpaid debt after default and referral to an attorney who is not Lender's salaried employee.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shell be given in writing, and shell be effective when actually delivered, when actually received by telefaceimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mall postage prepaid, directed to the addresses shown near the beginning of this Mortgage. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage Any person may change his or her address for notices under this Mortgage by giving formal written notice to the other person or persons specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender

ADDITIONAL PROVISIONS CONCERNING PAYMENT OF TAXES AND LIENS. If Grantor fails to pay promptly when due all taxes, payroll taxes special taxes, assessments, water charges and sewer charges, liens and encumbrances at any time levied or placed on the Property. Lender may pay such charge (but Lender will not be obligated to pay any such charge), and Grantor will reimbures Lender the amount of those charges upon Lender's request, or, if Lender elects, Lender may add those charges to the unpaid belance of the principal sum, and such charges will bear interest at the rate provided in the Credit Agreement until paid.

ADDITIONAL PROVISION CONCERNING LINEDER'S RIGHT TO ENTER. Grantor agrees that Lender's entry upon such Real Property for these purposes will not be a trespass on the Real Property and that Lender's repossession of the Property after default will not be a trespass to or a conversion of, the Property. If Lender should repossess the Property or any part of it or any of my personal property which is not a part of the Property when I am not in default, I agree that Lander's liability to me will be limited solely to the fair rental value of such Property while it was in Lender's possession.

USE AND REPAIR OF COLLATERAL. Grentor agrees not to sell, give, otherwise transfer, lease or rent the Property to any person, and not to abuse, waste, or destroy the Property. Grantor agrees not to use the Property in violation of any statute or ordinance or of any policy of insurance covering the Property.

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MORTGAGE

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Page 5

PROPERTY. If Grantor is in default under this Mortgage, Grantor agrees immediately to remove fruit the Property all of Grantor's personal property which is not pert of the Property. If Grantor falls to remove Grantor's personal property fruit the Property and Lender ferecloses on the Property and Grantor's personal property which is contained in it or on it. Grantor will not hold fruit the Property and Lender may hold Grantor's personal property until Grantor comes to calling the personal property and to be obligated to hold such personal property for Grantor or to return it to Grantor or to compensate Grantor for it in any way unless districtor notifies Lender of Grantor's claim that Lender has taken personal property which is not part of the Property and furnish Lender a flet of the personal property taken within 48 hours after Lender takes possession of the personal property. Grantor agrees to pay any responsible cost Lender Incurs in storing Grantor's personal property after Lender takes possession of it.

ADDITIONAL PROVISIONS CONCERNING THE SALE OF PROPERTY. Lander will apply the balance of the proceeds of the sale or lease or other disposition of the Property as a credit against the amount Grantor owes Lender under the Credit Agreement. Any amount by which the balance of the proceeds of the Property exceeds the disposition of the Property as a credit against the amount Grantor owes Lender under the Credit of the proceeds of the Property exceeds the disposition of the Property as a credit against the amount Grantor owes Lender under do Grantor of to the person Agreement and under any other agreement Lender has with Grantor which is secured by the Property will be paid to Grantor any time before Lender than entitled to receive such amount by applicable law or agreement. Grantor will be entitled to recover the Property at any time before Lender than entitled to receive such amount by applicable law or agreement. Grantor will be entitled to recover the Property at any time before Lender sells or leases it or otherwise disposes of it by paying Lender the full amount Grantor owes Lender under the Credit Agreement and all sums sells or leases it or otherwise disposes of it by paying Lender the full amount Grantor owes Lender under the Credit Agreement and all sums sells or leases including attorneys' fees as provided in the paragraph titled "Attorneys' Fees: Expenses" of this Mortgage) Lender has incurred in repossessing and foreclosing the Property preparing it for sale or lease, storing it, and preparing for the sele or lease.

MISCELLANEOUS PROVISIONS. The following miscelleneous provisions are a part of this Mortgage.

Amendments. What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lander concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Arbitration. Grantor and Lender agree that all disputes, claims and controversies between us whether individual, joint, or class in nature arising from this Mortgage or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, estaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims or controversias concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Mortgage shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in any arbitration proceeding, and the commencement of an arbitration interpretation, and enforcement of this arbitration provision.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by and interpreted in accordance with federal law and the laws of the State of Alabama.

This Mortgage has been accepted by Lander in the State of Alabama.

Choice of Venue. If there is a lewsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Shelby County State of Alabams.

Joint and Several Liability. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each end every Grantor. This means that each Grantor signing below is responsible for all obligations in this Mortgage

No Walver by Lender. Grantor understands Lander will not give up any of Lander's rights under this Mortgage unless Lander does so in writing. The fact that Lander delays or omits to exercise any right will not mean that Lander has given up that right. If Lander does agree in writing to give up one of Lander's rights, that does not mean Grantor will not have to get Lander's consent Grantor also understands that if Lander does consent to a request, that does not mean that Grantor will not have to get Lander's consent again if the situation happens again. Grantor further understands that just because Lander consents to one or more of Grantor's requests, that does not mean Lander will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage may be found to be invalid or unenforceable.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the periles, their successors and sssigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbestrance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness

Time is of the Espence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Alabama as to all Indebtedness secured by this Mortgage.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Sorrower. The word "Borrower" means GREGORY WOLCHOK and MARY E. WOLCHOK, and all other persons and entities signing the Credit Agreement.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated January 14, 2000. In the original principal amount of \$100,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of consolidations of, and substitutions for the promissory note or agreement.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9801, at seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1988, Pub. L. No. 99-498 ("SARA"), the Hazardoue Meteriala Transportation Act, 49 U.S.C. Section 1801, at seq the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, at seq., or other applicable state or federal laws, rules, or regulations adopted pursuent thereto.

Event of Default. The words "Event of Default" mean any of the Events of Default set forth in this Mortgage in the Events of Default section of this Mortgage.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of the Mortgage.

Grantor. The word "Grantor" means GREGORY WOLCHOK and MARY E. WOLCHOK.

Hazardous Substances. The words "Hazardous Substances" mean meterials that, because of their quantity, concentration or physical chemical or infectious characteristics, may cause or poss a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hezardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or



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weste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without invitation, petroleum and petroleum by products or any fraction inerest and aspestos.

terrorestation. The word "terprovements" meens at excising and future improvements, buildings, structures, mobile homes affixed on the fleat Property. Teolities, additions, replacements and other construction on the fleat Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended!

or edvanced by Lander to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor or expenses incurred by Trustee or Lender to enforce or Lender to

Lender. The word "Lender" means SouthTrust Bank, National Association, its successors and assigns. The words "successors or assigns O Company that acquires any interest in the Credit Agreement.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter intrached or affixed to the Real Property; together with all accessions, parts, and additions to: allegatements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance) proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promiseory notes, credit agreements, ioan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, colleteral mortgages, and all other instruments agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means of present and future rents, revenues, income, issues, royalties, profits, and other banefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS. THIS MORTGAGE IS GIVEN LINEAU SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCOMMISSION TO LAW.

GREGORY CHOK, MAN	(Seel)	MARY E. WOLCHOK, Indicated
This Mortgage prepared by:	Addings: 234 Good	DLEY, Lean Processor LNF 9800189916 Swin Crest Drive Sti Floor Inningham, AL 25209
	INDIVIDUAL	ACKNOWLEDGMENT
STATE OF ALABAMA)) 86	
	e toragoing electronists, and who is they executed the seme voluntarit	ty in said state, hereby certify that GREGORY WOLCHOK: MARY E. WOLCHOK , are known to me, acknowledged before me on this day that, being informed of by on the day the same bears date.
Given under my hend and offic	is seal this	day of January
MY. C My commission expires	OMMISSION EXPIRES	SOUTHTRUSE GETTE
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NOTE TO PROBATE JUDGE

This Mortgage secures open-end or revelving indebtedness with residential real property or interests; therefore, under Section 40-22-2(1)b. This Mortgage secures open-end or revelving indebtedness should stit exceed \$.15 for each \$100 (or fraction Code of Alabama 1975, as amended, the martiage filing privilege tax on this Mortgage should stit exceed \$.15 for each \$100 (or fraction thereof) of the oradit limit of \$100,000.00 provided for herein, which is the maximum principal indebtedness to be secured by this Mortgage at any one time.

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