This instrument was proposed by:

2000-1319#

04/21/2000-19192

Space Above This Line For Recording Duty

MORTGAGE

(With Plante Advance Clause)

DATE AND PARTIES. The date of this Montage (Security Instrument) is ... APRIL 11, 2000 parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: JAMES L. CHAMBERS

HUSBAND

1025 HIGHLAND LAKES PLACE

BIRMINGIAM, AL 35242

ANGELA D. CHAMBERS

WIFE

1025 HIGHLAND LAKES PLACE

BIRMINGHAM, AL 35242

II if checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER:

J BANK OF ALABAMA - COMMERCIAL LOANS

CREANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF ALABAMA

2340 MOODCREST PLACE BIRMINGHAM, AL 35209

TAXDAYER I.D. #:

2. CONVEYANCE, For good and unlessive consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Dahi (difficult interest particularly performance under this Security Instrument, Mortgagor grants, bargains, conveys, sells and mortgages to Leader, with power of sale, the following described property:

REFER TO EXHIBIT 'A' WHICH IS ATTACHED HERETO AND MADE A PART HEREOF.

The property is located in

1025 HIGHLAND LAKES PLACE

(Address)

(County)

(City)

BIRMINGIPM Alabama 35242

(ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights. ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the area estate described share (all actioned to as "Property"). When the Secured Debt (hereafter defined) is paid in full and all underlying agreements have been terminated, this Mortgage will become null and void.

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 30,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the coverants contained in this Security Instrument.

4. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debtis) secured and you mould include the final maturity date of such debe(s).) HOME PROTECT OF CREDIT ACRESMENT TO JAMES L. CHAMBERS DATED APRIL 11, 2000 IN

ALABAMA - HOME EQUITY LINE OF CREDIT MORTGAGE (NOT FOR PHMA, FHLMC, PHA OR VA USE) © 1994 Bankers Systems, Inc., St. Cleud, MN Ferm DCP-REMTG-AL 8/30/96

- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument whether or not this Security Instrument will secure all future advances and future obligations for the given to or secured by any one of more Mortgagor, or any one or more Mortgagor and others. All future advances and others future obligations are secured by this Security Instrument even though all or part may not yet be a security instrument and other future obligations are secured as if made on the date of this Security Instrument.

 The security instrument is also Security Instrument of the date of this Security Instrument.

 The security instrument is a separate writing.
- C. All culture obligations Montgator owes to Lender, which may later arise, to the extent not prohibited by law, including, for my Hanted to, flabilities for overdeath relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other nums advanced and expenses incurred by Lender under the terms of this Security

indebtedness secured under paragraphs is of this Section. Lender Vaives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument (but ones not waive the security interest for the debts referenced in paragraph A of this Section).

5. MORTGAGE COVENANTS. Mortgagor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Claims Against Title. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due, Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the restricts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defendes Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and Inspection. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property Mortgagor against that the matter to the property with the statement of the property without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or ensensem without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

Authority to Perform. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leaseholds; Condominiums; Figured: Unit Developments. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium, time-share or a planned unit development, Mortgagor will perform all of Mortgagor's duries under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnation. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any paint accounts, deed of trust, security agreement or other lien decliment.

insurance. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and removal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not their due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the acheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

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Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request, any financial statement or information Lender may doesn reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional degenerate or cartifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this factority introduces and Lender's lien status on the Property.

- Manual OF THE Mortgagor warmens that Mortgagor is or will be lawfully seized of the estate conveyed by this light to grant, bargain, convey, seil, and mortgage, with power of sale, the Property is unencumbered, except for encumbrances noted above.
- ELE ON SALE. Leader sure, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the studies of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12.0.F.R. 591), as applicable.
- 8. DEFAULT. Mortgagor will be in defank if any of the following occur:

Fraud. Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

Property. Any action or inaction by the Borrower or Mortgagor occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subjects adversely affected; (g) the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations

9. REMEDIES ON DEFAULT. In addition to any other remedy available under the terms of this Security Instrument. Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due of is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not enemiging any seemedy on Mortgagor's default, Lender these not waive Lender's right to later consider the event a default if it happens again.

If Lender initiates a judicial foreclosure, Lender shall give the notices as required by applicable law. If Lender invokes the power of sale, Lender shall publish the notice of sale, and arrange to seil all or part of the Property, as required by applicable law. Lender or its designee may purchase the Property at any sale. Lender shall apply the proceeds of the sale in the manner required by applicable law. The sale of any part of the Property shall only operate as a foreclosure of the sold Property, so any remaining Property shall continue to secure any unsatisfied Secured Debt and Lender may further foreclose under the power of sale or by judicial foreclosure.

- 10. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. If Moragagor breaches any covenant in this Security Instrument, Moragagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payable until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the Bankruptcy Code. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.
- 11. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, redimention of hazardous material, waster, solitatest or contaminant which has characteristics which substance dangerous or processingly dangerous to the public health, safety, welfare or environment. The term render the substance dangerous or processingly dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any automatest defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Londer, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance of the violation of any Environmental Law.

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- 12. ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Mortgagor will hot be required to pay to Lender funds for taxes and insurance in escrew.
- 13. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Institute and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt. Morrouger does so only to mortgage Mortgager's interest in the Property to secure payment of the Secured Debt and Mortgager does not agree to be personally limble on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Montgagor, Montgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Montgopor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The deties and benefits of this Security Instrument shall hind and benefit the successors and assigns of Moremor and Lender.
- 14. SEVERABILITY: INTERPRETATION. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 15. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 16. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisement rights relating to the Property.
- 17. LINE OF CREDIT. The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- 18. APPLICABLE LAW. This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.

19 .	RIDERS. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.
	[Check all applicable boxes] Assignment of Leases and Rents Other
20.	[] ADDITIONAL TERMS.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1. (Date) (1)atc) CHAMBERS (Menature JAMES L. (Witness as to all signatures) (Witness as to all signatures) ACKNOWLEDGMENT: STATE OF ALABAMA COUNTY OF I, a notary public, hereby certify that JAMES L. CHAMBERS AND ANCELA D. CHAMBERS, HUSBAND AND whose name(s) is/are signed to the foregoing conveyable. and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the chalevaluati conveyance, he/she/they executed the same voluntarily on the day the same hears date. Given under my hand this 11TH day of APRIL 2000. My commission expires: 2 (Scal)

(page 4 of 4)

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Exhibit "A"

LEGAL DESCRIPTION

Lot 530, according to the Survey of Highland Lakes, 5th Sector, Phase II, as recorded in Map Book 19, Page 3 A & B, in the Probate Office of Shelby County, Alabama.

Together with non-exclusive easement to use the private roadways, common area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision recorded as Instrument #1994-07111 in the Probate Office of Shelby County, Alabama and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 5th Sector, Phase II, as recorded as Instrument #1994-31018 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

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HOME EQUITY LOAN AMENDMENT (Open-End Revolving Line of Credit with Variable Rate of Interest)

:	This motromous propored by: _	TOMY POLLAND-BANK	OF ALABAMA	i !
1 196		N	ORTGAGOR:	: :
		•	IAMES L. & AMERIA D. CHA	
121	Northern Control of the Australian Street, Str		1025 FIGHAM LAKE PLACE	L
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STATE	OF_ALABAMA			
:	YOF SHARE SERVICE			ACTOR TROUBE POINTS
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	This Home Equity Loan Amend	ment to Morthage, Caren_i	herween Bank of Alahama ("	Mortgagee") and the
supplem	ents the Mortgage datedA	PRIL 11 ZIAU	between Bank of Alabama (")	
undersig	med Mortgagor. This Amendment	COACLE me higherth (se and	ch term is defined in the Mortgage).	
Mortga Agreem	ent and any extension or renewal	of such Agreement or the in		di ot theoliteation to some
	·		d the Mortgage in the following resp	
1.	The Agreement between the Mor	rteagee and the Mortgagor	is an open-end credit agreement unde	which the Mortgagor may
4.	horrow repay and reborrow from	n the Mortgagee from time	to time so long as the aggregate unpa	id of such loans outstanding
	from time to time does not excee	d the sum of \$ 30,000.	<u>00</u> .	
2.	The rate of interest payable on ke changes in the base rate (as dollar	ons made under the Agreement). The	ment is a variable interest rate which beginning rate of interest is	~ .
3.	Mortgagor pursuant to the terms the Agreement; provided, however date") which is twenty (20) years charges, shall then be due and per-	of the Agreement, and as a ver, that if any amount shall a after the date of the Agre- syable in full on the maturi		on the date (the "maturity rincipal, interest, or other
4.	indebtedness or other obligation agreement by the Mortgage (c) to without limitation, the Agreement in full force and effect until the time to time and for extended per Agreement and no other outstand that this Mortgage upon the project indebtedness owing at any time time prior to termination of the paragraph. Within the time require the Mortgage, or otherwise cause the of a written request to satisfy the right to require the Mortgages to	secured by the Mortgage as make advances, incur ob mt. The Mortgagee and the events described in the first riods of time there may be ding indebtedness hereby a perty conveyed to the Mortgage pursuant to the outed by law, the Mortgages is Mortgage signed by the it o extend value	of the following events shall occur: nd (b) there shall be no remaining or ligations or otherwise give value und Mortgagor agree that this shall result it sentence of this paragraph shall hav no outstanding indebtedness owed to ecured, it being the intention of the h gagee shall remain in full force and e er the Agreement whether now owed courrence of the events described in t agrees to file a properly executed an in accordance with other applicable p indersigned Mortgagor and by all oth	er any contract, including, but in the Mortgage continuing the occurred, even though from the Mortgager under the fortgager and the Mortgagor ffect and shall secure all or hereafter incurred at any the first sentence of this dinotarized satisfaction of the provisions of law, upon receipter persons (if any) who have a
5.	Amendment shall control. In the agreed between the Mostgages only to be satisfied and terminated only to	at regard, and without timit and the Mortgagor that the spon the express terms of the as provided for in paragra		nts owing under the stood that the Mortgage will
		agee and the undersigned M	fortgagor have entered into this Ame	ndment as of the date and year.
specili	ed above.	· .	1	
) :	:		Moreagor	C TANKERO

Mortgagor - ANGELA D. CHAMBERS

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signed to the foregoing instrument, and who of such instrument, he/she, in his/her capacity for and as the act of said corporation.	is known to me, ackno	wiedze before me	on this day that, being with full authority, ex	s informed of the contents couted the same voluntarily
Given under my hand and seal of office this	1174	day of	PRIL	, 20 <u>00</u>
Notary Public	<u></u>		_	
. My Com	enission Bupires:			
(NOTARIAL SEAL)				
COUNTY OF ALABAMA				
I, the undersigned, hereby certify the foregoing instrument, and who is/are known instrument, he/she/they executed the same versions.	to me, acknowledged	seiote me on mis	day mat, being intorn	is/are signed to the sed of the contents of the
Given under my hand and seal of office this	tare day of	APRIL	,20	
Notary Parks	enge Ste	mu	·····	
My Con	omission Expires:	2-8-200	<u>3</u>	•
(NOTARIAL SEAL)	•			

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