

RECORDATION REQUESTED BY:

Chase Manhattan Bank USA, N.A.
c/o CMMC 8934 Brecksville Road Suite 495
Brecksville, OH 44141-2310

WHEN RECORDED MAIL TO:

Chase Manhattan Bank USA, N.A.
c/o CMMC 8934 Brecksville Road Suite 495
Brecksville, OH 44141-2310

SEND TAX NOTICES TO:

Chase Manhattan Bank USA, N.A.
c/o CMMC 8934 Brecksville Road Suite 495
Brecksville, OH 44141-2310

Inst # 2001-11230

03/27/2001-11230

01:16 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

161.75

[Space Above This Line for Recording Data] DTJ CJ1

MORTGAGE

[X] (check box if applicable) THIS MORTGAGE IS A "CONSTRUCTION MORTGAGE" WITHIN THE MEANING OF SUCH TERM IN ALA. CODE § 7-9-313(1)(C) AND 7-9-313(6) (1975).

THIS MORTGAGE ("Security Instrument") is given on March 9, 2001. The grantor is Barbara L. Argo, 3276 Westover Rd., Harpersville, AL 35078 ("Borrower"). This Security Instrument is given to Chase Manhattan Bank USA, N.A., which is organized and existing under the laws of the United States of America and whose address is c/o Chase Manhattan Mortgage Corporation, P.O. Box 91958, Cleveland, OH 44101-3958, ("Lender"). Borrower owes Lender the principal sum of Sixty-Four Thousand Four Hundred Sixty-Eight Dollars and 47/100 Dollars (U.S. \$64,468.47). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 13, 2021. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in Shelby County, Alabama:

SEE EXHIBIT ATTACHED

which has the address of 3276 Westover Road., Harpersville, Alabama ("Property Address");

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are

called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. 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 Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve,

until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts

with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. 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.

If Lender exercises this option, 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security

Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

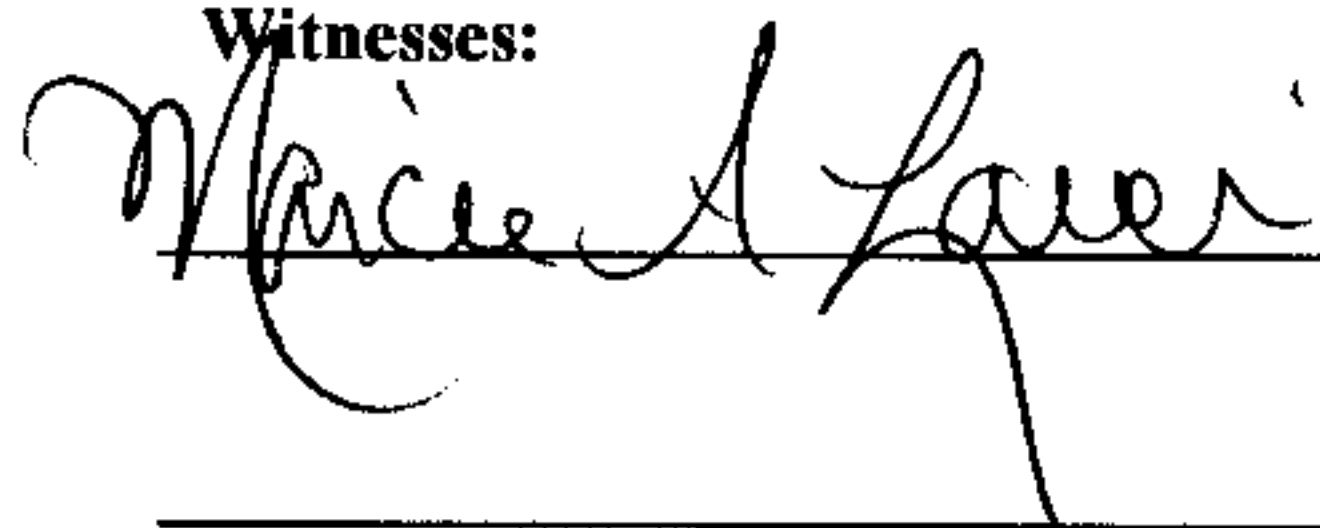
23. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

☐ Adjustable Rate Rider	☐ Condominium rider	☐ 1-4 Family Rider
☐ Graduated Payment Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ Balloon Rider	☐ Rate Improvement Rider	☐ Second Home Rider
☒ Construction Loan Rider to Mortgage	☒ Manufactured Home Rider to Mortgage	☒ Affixation Affidavit

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:



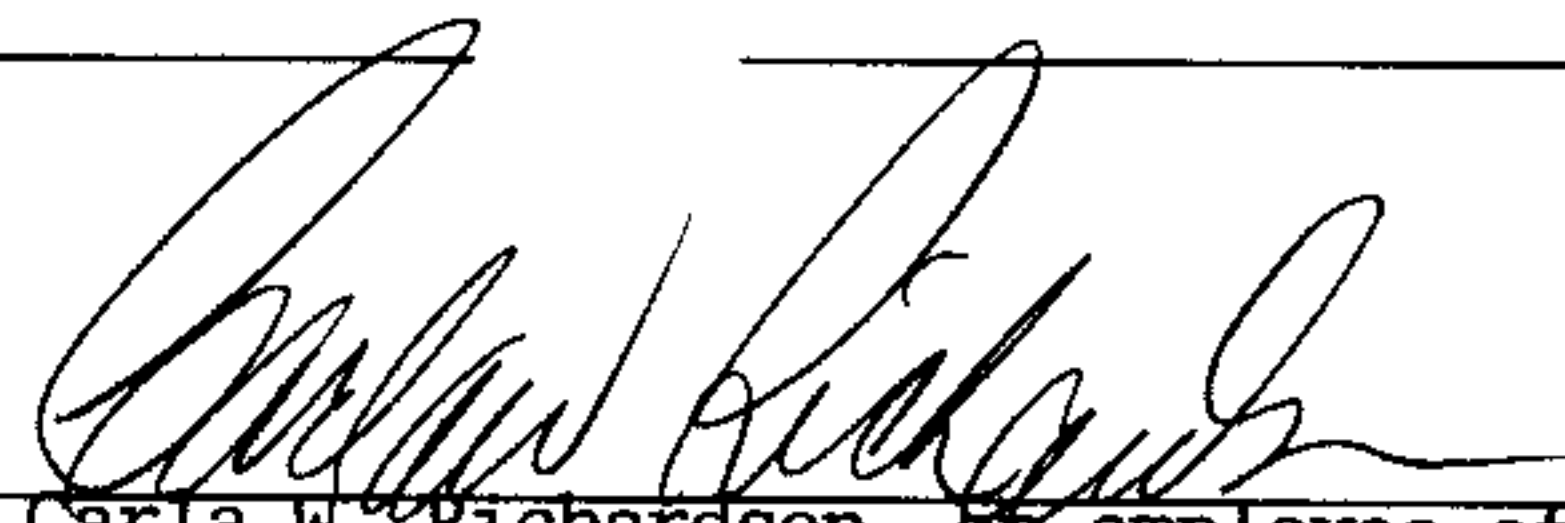

Barbara L. Argo (Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

This Mortgage prepared by: X


Carla W. Richardson, an employee of
MASSEY & STOTSER, P.C.

Name of Signer:

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF JEFFERSON) ss

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that BARBARA L. ARGO, AN*, whose name(s) is(are) signed to the foregoing instrument, and who is(are) known to me, acknowledged before me on this day that, being informed of the contents of said Mortgage, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of March, 2001.

*UNMARRIED WOMAN

Marie Sue Lauer
Notary Public

My commission expires 11/5/01

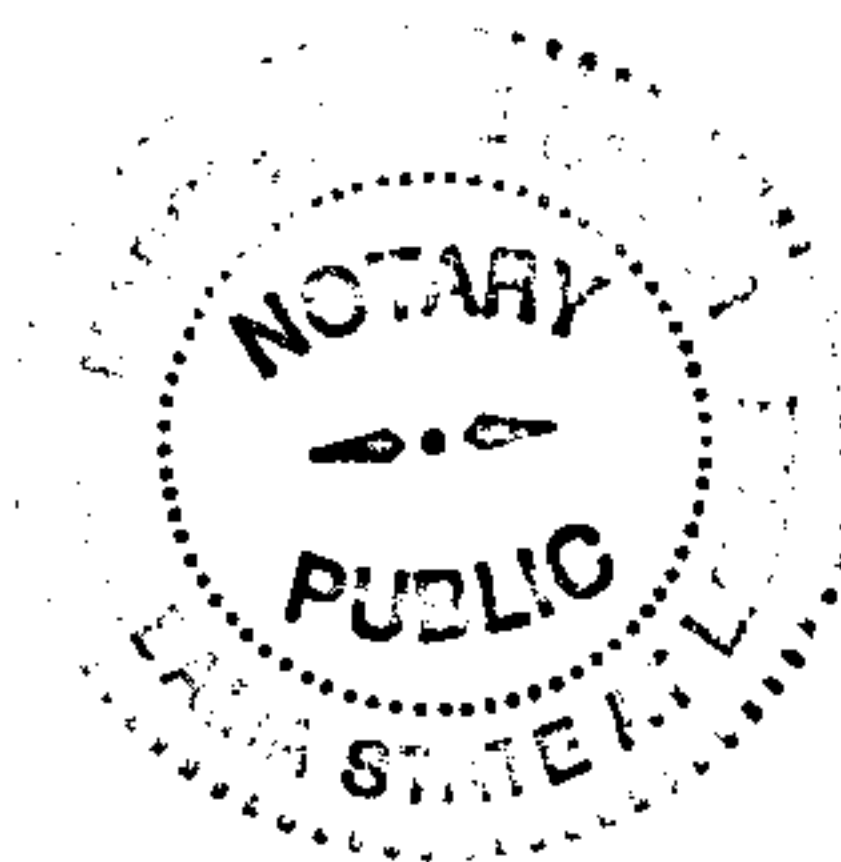


EXHIBIT "A"

Commence at the northeast corner of the southeast quarter of the southeast quarter of Section 22, Township 19 South, Range 1 East, Shelby County, Alabama and run thence South 00 degrees 32 minutes 26 seconds West along the east line of said quarter-quarter a distance of 255.80 feet to a point; Thence continue South 00 degrees 32 minutes 26 seconds West a distance of 225.99 feet to a point on the northerly right of way line of Old Highway No. 280; thence run South 62 degrees 01 minutes 37 seconds West along said margin of said Highway a distance of 54.79 feet to a point in the centerline of a proposed twenty foot wide access easement; thence run North 27 degrees 58 minutes 23 seconds West a distance of 22.26 feet to the point of beginning of the property being described; thence run South 66 degrees 04 minutes 30 seconds West a distance of 108.10 feet to a rebar corner; thence run North 32 degrees 46 minutes 24 seconds West a distance of 222.94 feet to a rebar corner; thence run North 66 degrees 04 minutes 31 seconds East a distance of 278.64 feet to a rebar corner; thence run South 04 degrees 17 minutes 35 seconds West a distance of 250.00 feet to a rebar corner; thence run South 66 degrees 04 minutes 30 seconds West a distance of 18.03 feet to the point of beginning.

Also a twenty foot wide (20.0) access easement for this property, the centerline of which is described as follows:

Commence at the northeast corner of the southeast quarter of the southwest quarter of Section 22, Township 19 South, Range 1 East, Shelby County, Alabama and run thence South 00 degrees 32 minutes 26 seconds West along the east line of said quarter-quarter a distance of 255.80 feet to a point; thence continue South 00 degrees 32 minutes 26 seconds West a distance of 225.99 feet to a point on the northerly right of way line of Old Highway No. 280; thence run South 62 degrees 01 minutes 37 seconds West along said margin of said Highway a distance of 54.79 feet to the point of beginning of a proposed twenty foot wide access easement the centerline of which is described as follows: Thence run North 27 degrees 58 minutes 23 seconds West a distance of 22.26 feet to the end of said easement.

Barbara L. Argo is the surviving grantee of that certain deed as recorded in Real Book 317, Page 841, in the Probate Office of Jefferson County, Alabama; the other grantee, Clarence M. Argo, having passed away on or about the _____ day of _____, _____.

CHASE MANHATTAN BANK USA, N.A.

MANUFACTURED HOME RIDER TO SECURITY INSTRUMENT

1. **Meaning of Some Words.** As used in this Rider, the term "Security Instrument" means the Mortgage, Open-End Mortgage, Deed of Trust or Credit Line Deed of Trust, or Trust Indenture which is dated with the same date as this Rider. As used in this Rider and in the Security Instrument, the term "Note" means the Promissory Note and Security Agreement which is dated with the same date as the Security Instrument. As used in this Rider, the term "Lender" means **CHASE MANHATTAN BANK USA, N.A.** and any subsequent holder of the Note and the Security Instrument, the term "Borrower" means anyone signing the Note or the Security Instrument as a Borrower and the term "Property" includes the Manufactured Home, as that term is defined in the Note, to the extent it constitutes real property or a fixture.
2. **Purpose and Effect of Rider.** IF THERE IS A CONFLICT BETWEEN THE PROVISIONS IN THIS RIDER AND THOSE IN THE SECURITY INSTRUMENT OR THE NOTE, THE PROVISIONS IN THE RIDER WILL CONTROL. THE CONFLICTING PROVISIONS IN THE SECURITY INSTRUMENT AND THE NOTE WILL BE ELIMINATED OR MODIFIED AS MUCH AS IS NECESSARY TO MAKE ALL OF THE CONFLICTING TERMS AGREE WITH THIS RIDER.

3. **Lender's Security Interest.** All of Borrower's obligations in the Security Instrument shall be secured by the Manufactured Home:

New	2001	Gateway	GN206-N	11-01-206-04782A/B	66x28
New/Used	Year	Manufacturer's Name	Model Name and Model No.	Manufacturer's Serial No.	Length x Width

☒ No Certificate of Title has been issued ☐ Manufacturers Certificate of Origin Dated _____

☐ Certificate of Title No. _____ State of _____ ☐ Copy ☐ Original Attached

- (a) Borrower covenants and agrees that Borrower will comply with all State and local laws, and regulations regarding the affixation of the Manufactured Home to the real property described in the Security Instrument including, but not limited to, surrendering the Certificate of Title (if required) and obtaining the requisite governmental approval and accompanying documentation necessary to classify the Manufactured Home as real property under State and local law.
- (b) Borrower covenants that affixing the Manufactured Home to the real property legally described herein does not violate any zoning laws or other local requirements applicable to manufactured homes.
4. **Funds for Taxes and Insurance.** Lender hereby waives the requirements of Paragraph 2 of the Security Instrument. Lender, however, specifically reserves to itself and its successors and assigns the right to revoke this waiver at any time and reinstate and enforce the requirements of paragraph 2 of the Security Instrument.

5. **Application of Borrower's Payments.** Paragraph 3 of the Security Instrument is amended to read:

3. **Application of Payments.** **BORROWER MAY PREPAY ANY AMOUNTS DUE UNDER THE NOTE OR THE SECURITY INSTRUMENT AT ANY TIME, WITHOUT PENALTY.** Unless applicable law provides otherwise, Lender will apply each of Borrower's payments under the Note and under this Security Instrument in the following order and for the following purposes: First, to amounts payable under paragraph 2, if any; Second, to pay interest due; Third, to pay principal due; Fourth, to reimburse Lender for payments made by Lender to protect its lien under this Security Instrument; Fifth, to pay late charges due under the Note; and Last, to pay any other amount due under the Note and this Security Instrument. However, Lender, in its sole discretion, may elect to apply any of Borrower's payments in any order it chooses.

6. **Charges; Liens.** The first paragraph of Paragraph 4 of the Security Instrument is amended to read:

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property. Borrower shall pay these obligations on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and receipts evidencing the payments.

7. **Hazard or Property Insurance.** The first paragraph of Paragraph 5 of the Security Instrument is amended to add a new second sentence as follows:

Borrower will keep the Manufactured Home and any other improvements on the Property insured against loss by flood if the Property is located in a special flood hazard area.

The third paragraph of Paragraph 5 of the Security Instrument is amended to read:

Borrower will not allow any condition to exist which would, in any way, invalidate insurance on the Property. In the event of loss or damage to the Manufactured Home, Lender may require additional security or assurances of payment before Lender allows any amounts paid by the insurance company (the "Insurance Proceeds") to be used to repair or replace the Manufactured Home. Lender may, if Lender wants, use any Insurance Proceeds to reduce any unpaid balance due on the Loan. Borrower authorizes Lender to adjust Borrower's losses, and sign Borrower's name to any check, draft or other papers necessary to obtain Insurance Proceeds. Borrower authorizes any insurer to pay Lender directly. If Insurance Proceeds paid to Lender do not pay off all amounts Borrower owes Lender under the Loan Documents, Borrower is responsible for the balance.

8. **Protection of Lender's Rights in the Property.** The first sentence of the first paragraph of Paragraph 7 of the Security Instrument is amended to read:

If Borrower fails to perform the covenants and agreements contained in this Security Instrument or in the Note, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property.

9. **Mortgage Insurance.** Lender hereby waives the terms and conditions of Paragraph 8 of the Security Instrument.

10. **Borrower's Copy.** Paragraph 16 of the Security Instrument is amended to read:

16. **Servicing Charges.** Borrower agrees to pay all reasonable charges in connection with the servicing of the loan secured by this Security Instrument. These charges include, but are not limited to, obtaining tax searches and bills, and processing insurance loss payments, ownership transfers, releases, easements, consents, extensions, modifications, special agreements, assignments, reduction certificates and satisfactions of liens.

11. **Borrower's Right to Reinstate.** The first sentence of paragraph 18 of the Security Instrument is amended to read:

If Borrower meets certain conditions, Lender, in its sole discretion, may discontinue any proceedings to enforce this Security Instrument prior to the earlier of : (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument.

12. **Additional Rights of Lender in Event of Foreclosure and Sale.** In addition to those rights granted in the Note and Security Instrument, Lender shall have the following rights in the event Lender starts foreclosure proceedings for the foreclosure and sale of the Property:

- a) All reasonable sums paid by Lender in starting and carrying on the foreclosure proceedings, including reasonable attorney's fees and all costs allowed by law, together with interest on all of these sums at the interest on all of these sums at the Note Rate, shall be paid by Borrower or added to the principal Borrower owes the Lender;
- b) The Property may be sold in one or more parcels or at one or more sales; and
- c) Lender, in any action to foreclose this Security Instrument shall be entitled to appointment of a receiver without any special notice to Borrower. Lender may have a receiver appointed as a matter of right no matter what balance Borrower owes to Lender, and regardless of the adequacy of the Property.

13. **Additional Events of Default.** Borrower will be in default under the Note and the Security Instrument:

- a) if any structure on the Property shall be removed, demolished, or substantially altered;
- b) if Borrower fails to comply with any requirement of federal, state or local governmental authorities (the Lender, however, may comply and add the expense to the principal balance Borrower owes to Lender); or
- c) if Borrower grants or permits any lien on the Property other than Lender's lien.

14. **Prior Notice and Opportunity to Correct Broken Promise.** Lender will give Borrower any prior notice and an opportunity to make up a missed payment or correct a broken promise as required by applicable law.

BY SIGNING BELOW, Borrower agrees to the terms and covenants contained in this Rider.

DATED this March 9, 2001.

Barbara L Argo (SEAL)
Borrower

Barbara L. Argo
Printed Name

Maria L. Green
Witness

(SEAL)
Borrower

Printed Name

Witness

(SEAL)
Borrower

Printed Name

Witness

(SEAL)
Borrower

Printed Name

Witness

STATE OF ALABAMA

COUNTY OF JEFFERSON

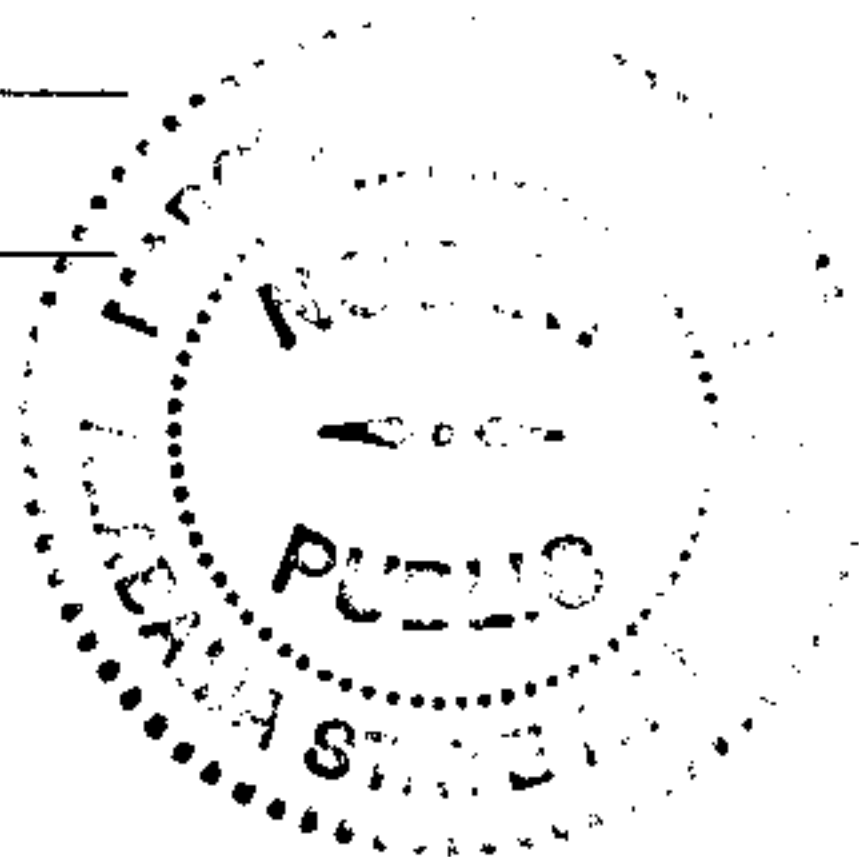
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I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that BARBARA L. ARGO, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he or she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of March, 2001.

Maria L. Green
Notary Public

My commission expires 11/5/02



For Persons with No Personal Liability on the Loan

You are executing this instrument only for the purposes of granting a mortgage in your ownership interest, if any, in the property described in the Security Instrument, and to waive any homestead rights you may have in the Property.

Witness

X

STATE OF ALABAMA

)

) ss

COUNTY OF _____

)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, _____.

Notary Public

My commission expires _____

ATTENTION COUNTY CLERK: This instrument covers goods that are or are to become fixtures on the Property described herein and is to be filed for record in the records where Security Instruments on real property on real estate are recorded. Additionally, this instrument should be appropriately indexed, not only as a Security Instrument but as a financing statement covering goods that are or are to become fixtures on the Property described herein. The mailing address of the Borrower (Debtor) and Lender (Secured Party) are set forth in this instrument.

This Instrument prepared by:

Massey & Stotser, P.C.

LENDER: Chase Manhattan Bank USA, N.A.

BORROWER: Barbara L. Argo

PROPERTY: 3276 Westover Road.
Harpersville, AL 35078

**CONSTRUCTION LOAN RIDER (INCLUDING SECURITY AGREEMENT)
TO THE SECURITY INSTRUMENT (MANUFACTURED HOMES)**

THIS CONSTRUCTION LOAN RIDER (the "Rider") shall be deemed to amend and supplement the Mortgage, Deed of Trust, Credit Line Deed of Trust, and any and all riders or amendments thereto (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Promissory Note and Security Agreement to Lender of the same date (the "Note") and covering the property (the "Property") described in the Security Instrument. All terms defined in the Note and elsewhere in this Security Instrument shall have the same meaning in this Rider. If the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association buys all or some of the Lender's rights under the Security Instrument and the Note, the provisions and agreements in this Rider will no longer have any force and effect.

AMENDED AND ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

1. **Construction Loan Agreement.** Borrower's Note evidences Borrower's promise to pay Lender the aggregate amount of all advances made and distributed by Lender under the terms and conditions of a Construction Loan Agreement between Lender and Borrower dated the same date as the Note (the "Loan Agreement"). The Loan Agreement provides for the construction of certain improvements (the "Improvements") on the Property. Borrower agrees to comply with the covenants and conditions of the Loan Agreement. The Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, including the aggregate amount of all advances made by Lender from time to time under the terms of the Loan Agreement, with interest at the Note Rate, and all renewals, extensions, and modifications of the Note, (b) the performance of all of Borrower's covenants and agreements under the Note, this Security Instrument, and the Loan Agreement (the "Loan Documents"), and (c) the payment of all other sums, with interest at the Note Rate, advanced by Lender to protect the security of this Security Instrument, or to perform any of Borrower's obligations under the Loan Documents. The Collateral described in the Note also shall secure amounts due to Lender under this Security Instrument. Upon the failure of Borrower to keep and perform all the covenants, conditions and agreements of the Loan Agreement, the principal sum and all interest and other charges provided for in the Loan Documents and secured hereby shall, at the option of the Lender, become due and payable.
2. **Future Advances.** During the construction of the Improvements (the "Construction Period"), interest will accrue on the outstanding balance at the Note Rate according to the terms set forth in the Note and the Construction Loan Rider Amending Note. In the event there has been no default as defined in the Note, the Loan Agreement, or this Security Instrument, Lender is legally obligated to make advances of principal upon application therefore by the Borrower in accordance with the provisions of the Note and Loan Agreement up to a maximum principal amount (including present and future obligations), which is equal to the amount of the Note as set forth in the Security Instrument. Such advances shall be evidenced by the Note, made under the terms of the Loan Agreement and secured by this Security Instrument and may occur for a period up to the end of the Construction Period, but in no event after one (1) year from the date of this Rider.
3. **Assignment of Rights or Claims.** From time to time as Lender deems necessary to protect Lender's interest, Borrower shall, upon request of Lender, execute, acknowledge before a notary, and deliver to Lender, assignments of any and all rights or claims which relate to the construction on the Property.
4. **Breach by Borrower.** In case of breach by Borrower of the covenants and conditions of the Loan Agreement, subject to any right of Borrower to cure Borrower's default, Lender, at Lender's option, with or without entry upon the Property (a) may invoke any of the rights or remedies provided in the Loan Agreement, (b) may accelerate the sums secured by the Security Instrument and invoke any of those remedies provided for in the Security Instrument, or (c) may do both. Lender's failure to exercise any of its rights and remedies at any one time shall not constitute a waiver by Lender of its right to exercise that right or remedy, or any other right or remedy, in the future.
5. **Termination of Loan Agreement.** On the day the Construction Period ends, the loan evidenced by the Note will be a permanent mortgage loan ("Permanent Mortgage Loan Date"). Beginning on the Permanent Mortgage Loan Date, interest shall accrue as stated in the Note and monthly payments of principal and interest shall be due and payable as set forth in the Note.
6. **Property.** The property covered by the Security Instrument includes the Property previously described or referred to in the Security Instrument, together with the following, all of which are referred to as the "Property." The portion of the Property which constitutes real

property is sometimes referred to as the "Real Property." The portion of the Property which constitutes personal property (including, but not limited to the Personal Property Collateral described in the Note) is sometimes referred to as the "Personal Property," listed as follows:

The Manufactured Home:

Make: Gateway
Model: GN206-N
Year: 2001
Serial Number: 11-01-206-04782A/B
Width & Length: 66x28

The Manufactured Home includes the following Appliances, Accessories and Furnishings:

Item	Serial #	Item	Serial #

The Security Instrument also covers proceeds of the Manufactured Home, and all accessions, attachments, accessories, replacements and additions to it, whether added now or later. The Manufactured Home will be permanently affixed to and become part of the Real Property under the terms of the Loan Agreement.

Despite any other provision of this Rider or any other Loan Document, however, Lender is not granted, and will not have, a nonpurchase money security interest in household goods, to the extent that such a security interest would be prohibited by applicable law.

7. **Security Agreement and Financing Statement.** The Security Instrument shall be a security agreement granting Lender a first and prior security interest in all of Borrower's right, title and interest in, to and under the Personal Property, under and within the meaning of applicable State laws, as well as a document granting a lien upon and against the Real Property. In the event of any foreclosure sale, whether made by Trustee, or under judgment of a court, all of the Real and Personal Property may, at the option of Lender, be sold as a whole or in parcels. It shall not be necessary to have present at the place of such sale the Personal Property or any part thereof. Lender, as well as Trustee on Lender's behalf, shall have all the rights, remedies and recourse with respect to the Personal Property afforded to a "Secured Party" by applicable State laws in addition to and not in limitation of the other rights and recourse afforded Lender and/or Trustee under the Security Instrument. Borrower shall, upon demand, pay to Lender the amount of any and all expenses, including the fees and disbursements of Lender's legal counsel and of any experts and agents, which Lender may incur in connection with: (i) the making and/or administration of the Security Instrument; (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon any Property, real and/or personal, described in the Security Instrument; (iii) the exercise or enforcement of any of the rights of Lender under the Security Instrument; or (iv) the failure by Borrower to perform or observe any of the provisions or covenants in the Security Instrument.

Lender may, at its election, at any time after the delivery of the Security Instrument, sign one or more copies of the Security Instrument in order that such copies may be used as a financing statement under the applicable State laws. Lender's signature need not be acknowledged, and is not necessary to the effectiveness hereof as a deed of trust, a security agreement, or (unless otherwise required by applicable law) a financing statement.

Borrower also authorizes Lender to sign and file, without Borrower's signature, such financing and continuation statements, amendments, and supplements thereto, and other documents which Lender may from time to time deem necessary to perfect, preserve and protect Lender's security interest in the Property. If any other documents are necessary to protect Lender's interest in the Property, Borrower agrees to sign these documents whenever Lender asks. Borrower also gives Lender permission to sign these documents for Borrower.

8. **Invalid Provisions.** If any provision of the Security Instrument is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, then such invalid, illegal or unenforceable provision shall be severed from the Security Instrument and the remainder enforced as if such invalid, illegal or unenforceable provision is not a part of the Security Instrument.

9. **Addresses.**

The name and address of the Borrower is:

**Barbara L. Argo
3276 Westover Rd.
Harpersville, AL 35078**

The name and address of the Lender/Secured Party is:

**Chase Manhattan Bank USA, N.A.
c/o CMMC 8394 Brecksville Road Suite 495
Brecksville, OH 44141-2310**

10. **Relation to Loan Agreement.** The Security Instrument is subject to all of the applicable terms and conditions contained in the Loan Agreement. The Loan Agreement is to be filed in the County Clerk's Office in the County where the Property is located at the same time the Security Instrument is recorded. If Borrower fails to keep any of the promises Borrower makes in the Loan Agreement, Lender may require that the entire balance of Borrower's debt to Lender be paid immediately.

11. **Paragraph 6 of the Security Instrument.** The first sentence of Paragraph 6 of the Security Instrument is hereby modified to read as follows:

Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the end of the Construction Period and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

All other provisions in Paragraph 6 of the Security Instrument remain unchanged.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Rider.

DATED this March 9, 2001.

Barbara L Argo (SEAL)
Borrower

Barbara L. Argo
Printed Name
(SEAL)

Borrower

Printed Name
(SEAL)

Borrower

Printed Name
(SEAL)

Borrower

Printed Name

Marion L. Argo
Witness

Witness

Witness

Witness

STATE OF ALABAMA

COUNTY OF JEFFERSON

)
) ss
)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that BARBARA L. ARGO, whose name(s) is(are) signed to the foregoing instrument, and who is(are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of March, 2001.

Marcia Ann Lauer
Notary Public

My commission expires 11/5/01

ATTENTION COUNTY CLERK. This instrument covers goods that are or are to become fixtures on the Property described herein and is to be filed for record in the records where Security Instruments on real estate are recorded. Additionally, this instrument should be appropriately indexed, not only as a Security Instrument but as a financing statement covering goods that are or are to become fixtures on the Property described herein. The mailing address of the Borrower (Debtor) and Lender (Secured Party) are set forth in this instrument.

This Instrument prepared by:

MASSEY & STOTSER, P.C.

1780 Gadsden Highway, Birmingham, Alabama 35235

Massey & Stotser, P.C.

Exhibit B

SCHEDULE OF ADVANCES

First Advance:

Purchase of Property/Payoff of lien on Real Property
Loan Closing Costs and Fees Financed under Loan
Reimbursement of Construction Costs

Second Advance:

Site Preparation and Improvement

Third Advance:

Delivery and Installation of Manufactured Home

The Manufactured Home:

Make:	<u>Gateway</u>
Model:	<u>GN206-N</u>
Year:	<u>2001</u>
Serial Number:	<u>11-01-206-04782A/B</u>
Width & Length:	<u>66x28</u>

The Manufactured Home includes the following Appliances, Accessories and Furnishings:

<u>-Item-</u>	<u>-Serial Number-</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
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Fourth Advance:

Completion of Site Preparation and Improvements

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warranties covering the heating/cooling systems, hot water heater, range, etc.; and the formaldehyde health notice.

IN WITNESS WHEREOF, Borrower(s) has executed this Affidavit in my presence and in the presence of the undersigned witnesses on this
9th day of March, 2001.

Barbara L Argo (SEAL)
Borrower #1

Barbara L. Argo
Printed Name

Marie L. Argo
Witness

(SEAL)
Borrower #2

Printed Name

Witness

(SEAL)
Borrower #3

Printed Name

Witness

(SEAL)
Borrower #4

Printed Name

Witness

STATE OF ALABAMA)

COUNTY OF JEFFERSON) ss)

Sworn to (or affirmed) and subscribed before me this 9th day of March, 2001.

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that BARBARA L. ARGO, whose name(s) is(are) signed to the foregoing instrument, and who is(are) known to me, acknowledged before me on this day that, being informed of the contents of said instrument, heshe/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of March, 2001.

Notary Public

My commission expires 11/5/01



ATTENTION COUNTY CLERK. This instrument covers goods that are or are to become fixtures on the Property described herein and is to be filed for record in the records where Security Instruments on real estate are recorded. Additionally, this instrument should be appropriately indexed, not only as Security Instruments but as a financing statement covering goods that are or are to become fixtures on the Property described herein. The mailing address of the Borrower (Debtor) and Lender (Secured Party) are set forth in this instrument.

This Instrument prepared by:

MASSEY & STOTSER, P.C.

1780 Gadsden Highway, Birmingham, Alabama 35235

Massey & Stotser, P.C.

Inst # 2001-11230

ALABAMA

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