

Account Number: 4386540510718282

STATE OF ALABAMA

COUNTY OF SHELBY

RETURN TO:
Wachovia Bank, National Association
Retail Credit Servicing
P.O. Box 50010, VA0343
Roanoke, VA 24040-9901

THIS INSTRUMENT WAS PREPARED BY:

(Name)
(Address)

MORTGAGE

THIS MORTGAGE is made this 14 day of June, 2002, by the Mortgagor, GEORGE C JONES LESLYE H JONES

(herein "Borrower"), with the Mortgagee, WACHOVIA BANK, NATIONAL ASSOCIATION, a corporation organized and existing under the laws of Georgia, whose address is 301 South Tryon Street NC5430, Charlotte, NC 28288-5430 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 48000.00 DOLLARS, which indebtedness is evidenced by Borrower's note dated 06/14/02 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, not sooner paid, due and payable on 05/14/42.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of SHELBY, State of Alabama:

DEED DATE: 06/08/01 RECORDED DATE: 06/11/01 BOOK/INST: 2001 PAGE: 2385
PARCEL OR TAX ID #: 0514-9-31-0-001-071

* SEE ATTACHED FOR LEGAL DESCRIPTION *

which has the address of 446 OXFORD WAY PELHAM AL 35209
(Street) (City) (State) (Zip Code)
(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 on the date hereof. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record on the date hereof.

UNIFORM COVENANTS. Borrower covenants and agrees with Lender as follows:

- 1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.
- 2. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and Paragraph 1 hereof shall be applied by Lender first to the Finance Charge due on the outstanding balance; second, to the credit insurance premium, if applicable; third, to delinquency charges, if applicable; and the remainder of the payment to the outstanding balance.
- 3. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations, under any mortgage, deed of trust or other security agreement with a lien which has priority over this mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or grounds rents, if any.
- 4. Hazard Insurance.** Borrower shall keep the improvements now existing or hereinafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

6. Protection of Lender's Security. If the Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse *such* sums, including reasonable attorneys' fees, and take *such* actions as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

9. Borrower Not Released; Forbearance By Lender Not a Waiver. The Borrower shall remain liable for full payment of the principal and interest on the Note (or any advancement or obligation) secured hereby, notwithstanding any of the following: (a) The sale of all or part of the premises, (b) the assumption by another party of the Borrower's obligations hereunder, (c) the forbearance or extension of time for payment or performance of any obligation hereunder, whether granted to Borrower or a subsequent owner of the property, and (d) the release of all or any part of the premises securing said obligations or the release of any party who assumes payment of the same. None of the foregoing shall in any way affect the full force and effect of the lien of this Mortgage or impair Lender's right to a deficiency judgment (in the event of foreclosure) against Borrower or any party assuming the obligations hereunder.

Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to provisions for paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage; (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

11. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by first class mail addressed to Borrower or the current owner at the Property address or at such other address as Borrower may designate by Notice to Lender as provided herein, any other person personally liable on this Note as these person's names and addresses appear in the Lender's records at the time of giving notice and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as lender may designate by notice to Borrower as provided herein. Any notice provided for on this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

12. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

13. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note, this Mortgage and Rider(s) at the time of execution or after recordation hereof.

14. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or

defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

15. Transfer of the Property or a Beneficial Interest in Borrower; Assumption. 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 Lender's option, for any reason, declare all the sums secured by this Mortgage to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. If Borrower fails to pay in full these sums prior to expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

This Mortgage may not be assumed by a purchaser without the Lender's consent. If an assumption is allowed, the Lender may charge an assumption fee and require the persons) assuming the loan to pay additional charges as authorized by law.

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

16. Acceleration; Remedies. Upon condition, however, that if the Debt is paid in full (which Debt includes (a) all advances heretofore or from time to time hereafter made by the Mortgagee to the Borrower under the Note or any extension or renewal thereof up to a maximum principal amount at any one time outstanding not exceeding the maximum principal amount; (b) all finance charges payable from time to time on said advances or any part thereof; (c) all other charges, costs and expenses now or hereafter owing by the Borrower to the Mortgagee pursuant to the Note, or any extension or renewal thereof; (d) all other indebtedness, obligations and liabilities now or hereafter owing by the Borrower to the Mortgagee under the Note, or any extension or renewal thereof; and (e) all advances by the Mortgagee under the terms of this Mortgage) and the Mortgagee is reimbursed for any amounts the Mortgagee has paid in payments of Liens or insurance premiums or any prior mortgages and interest thereon and the Mortgagor fulfills all of the Mortgagor's obligations under this Mortgage, then this conveyance shall be null and void. But if; (1) any warranty or representation made in this Mortgage or the Note is breached or proves false in any material respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this Mortgage or of the Borrower under the Note; (3) default is made in the payment to the Mortgagee of any sum paid by the Mortgagee under the authority of any provisions of this Mortgage; (4) the Debt or any part thereof or any other indebtedness, obligation or liability of the Borrower, the Mortgagor, or any of them to the Mortgagee remains unpaid at maturity; (5) the interest of the Mortgagee in the Property becomes endangered by reason of the enforcement of my prior lien or encumbrance thereon; (6) any statement of lien is filed against the Property or any part thereof under the statutes of Alabama relating to the liens of mechanics and materialmen (without regard to the existence or non-existence of the debt or the lien on which such statement is based); (7) any law is past imposing or authorizing the imposition of any specific tax upon this Mortgage or the Debt or permitting or authorizing the deduction of any such tax from the principal or interest of the Debt, or by virtue of which any tax lien or assessment upon the Property shall be chargeable against the owner of this Mortgage; (8) any of the stipulations contained in this Mortgage is declared invalid or inoperative by any court of competent jurisdiction; (9) the Borrower, the Mortgagor, or any of them shall (a) apply for a consent to the appointment of a receiver, trustee or liquidator thereof or of the Property or of all or a substantial part of such Borrower's or Mortgagor's assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fail or admit in writing such Borrower's or Mortgagor's inability generally to pay such Borrower's or Mortgagor's debts as they come due; (d) make a general assignment for the benefit of the creditors; (e) file a petition or an answer seeking recognition or an arrangement with creditors or taking advantage of any insolvency or law, or (i) file an answer admitting the material allegations of or consent to or default in answering a petition filed against any Borrower or Mortgagor in any bankruptcy, reorganization or insolvency proceedings; (10) an order for relief or other judgement or decree shall be entered by any court of competent jurisdiction approving a petition seeking liquidation or reorganization of the Borrower, the Mortgagor, or any of them, or appointing a receiver, trustee or liquidator of any Borrower or Mortgagor of the Property or of all or a substantial part of the assets of any Borrower or Mortgagor; or (11) any other default occurs under the Note, then, upon the happening of any one or more of said events, at the option of this Mortgagee, the unpaid balance of the Debt shall at once become due and payable and this Mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages, and the Mortgagee shall be authorized to take possession of the Property and after giving notice of the time, place and terms of sale by publication once a week for three (3) consecutive weeks in some newspaper published in the county in which the Property is located, to sell the Property in front of the courthouse door of said county, at public outcry, to the highest bidder for cash and to apply the proceeds of said sale as follows: first, to the expense of advertising, selling, and conveying the property and foreclosing this Mortgage, including reasonable attorney's fees; second, to the payment in full of the balance of the Debt in whatever order and amounts the Mortgagee may elect, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of the sale; third, to the payment of any amounts that have been spent, or that it may then be necessary to spend in paying insurance premiums, liens, any prior mortgages or other encumbrances related to the Property, with interest thereon; and fourth, the balance, if any, to be paid to the party or parties appearing of record to be the owner of the Property if the highest bidder therefore. At the foreclosure sale, the Property may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner the Mortgagee may elect.

The Mortgagor agrees to pay all costs, including reasonable attorneys' fees incurred by the Mortgagee in collecting or securing or attempting to collect or secure the Debt, or any part thereof, or in defending or attempting to defend the priority of this Mortgage against any lien or encumbrance on the Property, unless this Mortgage is herein expressly made subject to any such lien or encumbrance; and all costs incurred in the foreclosure of this Mortgage either under the power of sale contained herein or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgagee shall be a part of the Debt and shall be secured by this Mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder the Mortgagee, or the owner of the Debt and mortgage or the auctioneer, shall execute to the purchaser, for and in the name of the Mortgagor, a deed to the Property.

Plural or singular words used herein to designate the Borrower(s) or the undersigned shall be construed to refer to the maker or makers of the Note and this Mortgage respectively, whether one or more natural persons, corporations,

associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned, and every option, right and privilege herein reserved or secured to the Mortgagee shall inure to the benefit of the Mortgagee's successors and assigns.

17. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 16 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. The receiver shall be liable to account only for those rents actually received.

18. Loan Charges. If the loan secured by this Mortgage 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 permitted limits, then; (1) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by mailing a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

19. Legislation. If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Mortgage or any Rider, unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Mortgage or the Note, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Mortgage to be immediately due and payable.

20. Release. Upon payment of all sums secured by Mortgage, this Mortgage shall become null and void and lender or Trustee shall release this Mortgage without charge to Borrower. Lender, at Lender's option, may allow a partial release of the Property on terms acceptable to Lender and Lender may charge a release fee.

21. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the property and relinquishes all rights of dower and courtesy in the Property.

22. Additional Representations, Warranties and Covenants. Borrower further represents, warrants and agrees that:

- (a) Borrower is the owner of the Property;
- (b) All representations made by Borrower in the loan application are correct and there has not been any material adverse change in the financial condition of Borrower from the date of the application;
- (c) Borrower has no knowledge of any environmental condition or hazard which adversely affects the Property;
- (d) No work has been done on or materials furnished to or improvements made to the Property within the last 90 days, except such improvements, work and materials, if any, as have been paid in full;
- (e) There are no lien rights, or possibility of lien rights, judgments, executions, suits or bankruptcies, which may be or have been asserted against the Property except for any lien or encumbrance listed below;
- (f) Borrower will indemnify and save harmless Noteholder from loss or damage which it may suffer on account of any lien claims, valid or invalid, that may be asserted against the Property;
- (g) The Property is used as Borrower's principal dwelling;
- (h) The only liens or encumbrances on the Property in addition to the lien created by this Deed of Trust are as follows:
- (i) If the proceeds of this loan are being used to purchase the Property, the total purchase price of \$ _____ is being paid to _____ (Seller) and no credits of any type, including, but not limited to, rent credits or credits of any improvement to the Property, will reduce the purchase price; and
- (j) If the Property is a condominium, this Deed of Trust is permitted under any condominium documents and if any approvals are required, such approvals have been obtained.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage and adopted as his seal the word ("SEAL") appearing beside his name.

Signed, Sealed and Delivered In the Presence of:

[Signature] (SEAL)
Borrower
GEORGE C. JONES
[Signature] (SEAL)
Borrower
LESLYE H. JONES

Borrower

Borrower

THIS IS CUSTOMER'S
LEGAL SIGNATURE

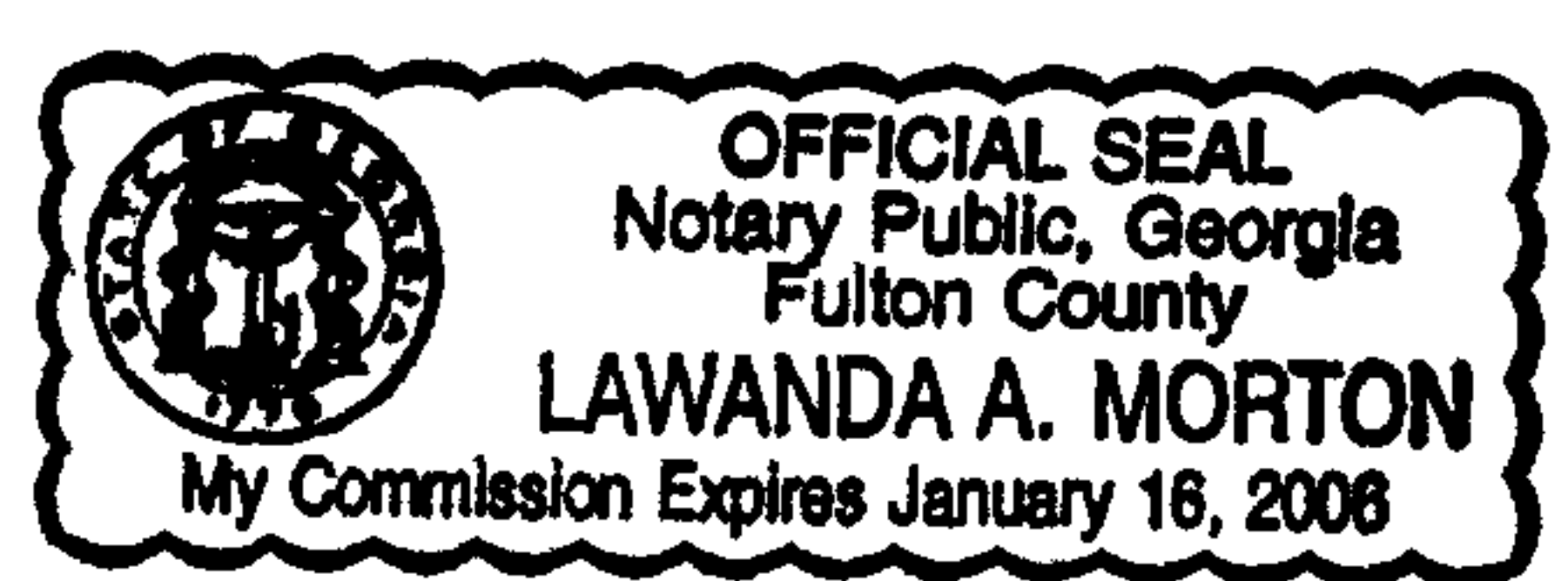
THIS IS CUSTOMER'S
LEGAL SIGNATURE

STATE OF Georgia
COUNTY OF Fulton

I, the undersigned notary public, hereby certify that George C. Jones and Leslye H. Jones, whose names George C. Jones and Leslye H. Jones signed to the foregoing conveyance and who _____ known to me, acknowledged before me on this day, that, being informed of the contents of this conveyance, _____ executed the same voluntarily on the date the same bears date.

GIVEN under my hand and official seal this 15th day of, June, 2002.

[Signature]
Notary Public



Wachovia Bank, National Association
P. O. Box 50010 VA0343
Roanoke, VA 24022
FKA First Union National Bank

Legal Description

Reference Number: 0212602348

ALL THAT PARCEL OF LAND IN CITY OF BIRMINGHAM, SHELBY COUNTY, STATE OF ALABAMA,

AS MORE FULLY DESCRIBED IN DEED BOOK 2001, PAGE 23858, ID# 14-9-31-0-001-071,
BEING KNOWN AND DESIGNATED AS LOT 2614, WEATHERLY HIGHLANDS, THE LEDGES-SECTOR
26, PHASE ONE, FILED IN PLAT BOOK 26, PAGE 145 .

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- BY FEE SIMPLE DEED FROM GREYSTONE LANDS, INC. AS SET FORTH IN BOOK 2001 PAGE
23858 DATED 06/08/2001 AND RECORDED 06/11/2001, SHELBY COUNTY RECORDS, STATE O
F ALABAMA.