NATIONAL BANK OF COMMERCE OF BIRMINGHAM

NOTICE: THIS MORTGAGE SECURES AN OPEN-END CREDIT PLAN THAT CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE ANNUAL PERCENTAGE RATE, INCREASES IN THE ANNUAL PERCENTAGE RATE MAY RESULT IN HIGHER MINIMUM MONTHLY PAYMENTS AND INCREASED FINANCE CHARGES. THIS IS A FUTURE ADVANCE MORTGAGE AND THE PROCEEDS OF THE OPEN-END CREDIT PLAN SECURED BY THIS MORTGAGE WILL BE ADVANCED BY THE LENDER UNDER THE TERMS OF A CREDIT AGREEMENT BETWEEN THE LENDER AND THE BORROWER NAMED HEREIN.

State of Alabama)
)
SHELBY County)

20021104000543490 Pg 1/7 188.15
Shelby Cnty Judge of Probate, AL
11/04/2002 09:26:00 FILED/CERTIFIED

OPEN-END
LINE OF CREDIT MORTGAGE

THIS INDENTURE is made and entered into this 31st day of October, 2002 by and between ERIC WADE PARROTT, AN UNMARRIED MAN (hereinafter called the "Mortgagor," whether one or more) and National Bank of Commerce of Birmingham, a national banking association (hereinafter called the "Lender").

Recitals

A. The Secured Line of Credit. Eric Wade Parrott (hereinafter called the "Borrower," whether one or more) is (are) now or may become in the future justly indebted to the Lender in the maximum principal amount of ONE HUNDRED SIX THOUSAND ONE HUNDRED AND NO/100 Dollars ($ 106,100.00) (the "Credit Limit") under a certain open-end line of credit established by the Lender for the Borrower pursuant to an agreement entitled, "Home Equity Line Credit Agreement," executed by the Borrower in favor of the Lender, dated October 31, 2002 (the "Credit Agreement"). The Credit Agreement provides for an open-end credit plan under which the Borrower may borrow and repay, and reborrow and repay, amounts from the Lender up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit.

B. Rate and Payment Changes. The Credit Agreement provides for finance charges to be computed on the unpaid balance outstanding from time to time under the Credit Agreement at an adjustable annual percentage rate. The annual percentage rate may be increased or decreased on the first business day of each month based on changes in the Index. The "Index" is the Prime Rate as published in the Wall Street Journal's Money Rates table. When a range of rates has been published, the higher of the rates will be used. The annual percentage rate charged under the Credit Agreement during each monthly billing cycle will be Zero percent (.000 %) per annum above the Index in effect on the first business day of the billing cycle. The annual percentage rate on the date of this mortgage is 4.250 %. The annual percentage rate will increase if the Index in effect on the first business day of a month increases, and will decrease if the Index in effect on the first business day of a month decreases. Any increase in the annual percentage rate may result in increased finance charges, increased minimum payment amounts, and an increased final payment under the Credit Agreement.

C. Mortgage Tax. This mortgage secures open end or revolving indebtedness with residential real property or interests therein. Therefore, under § 40-22-2(1)b, Code of Alabama 1975, as amended, the mortgage filing privilege tax shall not exceed $.15 for each $100, or fraction thereof, of the Credit Limit of $ 106,100.00, which is the maximum principal indebtedness, or fraction thereof, to be secured by this mortgage at any one time. Although the interest rate payable on the line of credit may increase if the Index in effect on the first day of the billing cycle increases, the increased finance charges that may result are payable monthly under the Credit Agreement and there is no provision for negative amortization, capitalization of unpaid finance charges or other increases in the principal amount secured hereby over and above the Credit Limit. Therefore, the principal amount secured will never exceed the Credit Limit unless an appropriate amendment hereto is duly recorded and any additional mortgage tax due on the increased principal amount paid at the time of such recording.

Agreement

NOW, THEREFORE, in consideration of the premises, and to secure the payment of (a) all advances heretofore or from time to time hereafter made by the Lender to the Borrower under the Credit Agreement, or any extension or renewal thereof, up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit; (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 Lender pursuant to the Credit Agreement, or any extension or renewal thereof; (d) all other indebtedness, obligations and liabilities now or hereafter owing by the Borrower to the Lender under the Credit Agreement, or any extension or renewal thereof; and (e) all advances by the Lender under the terms of this mortgage (the aggregate amount of all such items described in (a) through (e) above being hereinafter collectively called "Debt") and the compliance with all the stipulations herein contained, the Mortgagor does hereby grant, bargain, sell and convey unto the Lender, the following described real estate, situated in SHELBY County, Alabama (said real estate being hereinafter called "Real Estate"):

LOT 98, ACCORDING TO THE RESURVEY OF LOTS 98, 99, 117, AND 118, SUMMERCHASE, PHASE 4, AS RECORDED IN MAP BOOK 29 PAGE 60 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.
PROPERTY ADDRESS: 141 SPRING STREET, CALERA, ALABAMA 35040

Together with all the rights, privileges, tenements, appurtenances and fixtures appertaining to the Real Estate, all of which shall be deemed Real Estate and conveyed by this mortgage.

8. Charges to Your Credit Line. We may charge your Credit Line to pay other fees and costs that you are obligated to pay under this Agreement or under the Mortgage. In addition we may charge your Credit Line for funds required for continuing insurance coverage as described in the paragraph titled "Insurance" below or as described in the Mortgage. We may also, at our option, charge your Credit Line to pay any costs or expenses to protect or perfect our security interest in your dwelling. These costs or expenses include, without limitation, payments to cure defaults under any existing liens on your dwelling. If you do not pay your property taxes, we may charge your Credit Line and pay the delinquent taxes. Any amount so charged to your Credit Line will be a credit advance and will decrease the funds available, if any, under the Credit Line. However, we have no obligation to provide any of the credit advances referred to in this paragraph.

9. Credit Advances. After the right of rescission period, if applicable, has passed, or the Effective Disbursement Date of this Agreement, whichever is later, you may obtain credit advances under your Credit Line as follows: (a) writing a preprinted "Home Equity Line Check" that we will supply to you; (b) requesting a credit advance from your Credit Line to be applied to your designated account by telephone (you agree that we do not accept responsibility for the authenticity of telephone instructions and that we will not be liable for any loss, expense, or cost arising out of any telephone request, including any fraudulent or unauthorized telephone request, when acting upon such instructions believed to be genuine); (c) requesting a credit advance in person at any of our authorized locations; or (d) requesting an advance by mail.

If there is more than one person authorized to use this Credit Line Account, you agree not to give us conflicting instructions, such as one of you telling us not to give advances to the other.

10. Limitations on the Use of Home Equity Line Checks. We reserve the right not to honor Home Equity Line Checks in the following circumstances: (a) your Credit Limit has been or would be exceeded by paying the Home Equity Line Check; (b) your Home Equity Line Check is post-dated (if a post-dated Home Equity Line Check is paid and as a result any other check is returned or not paid, we are not responsible); (c) your Home Equity Line Checks have been reported lost or stolen; (d) your Home Equity Line Check is not signed by an "Authorized Signer" as defined below; (e) your Credit Line has been terminated or suspended as provided in this Agreement or could be if we paid the Home Equity Line Check; or (f) your Home Equity Line Check is less than the minimum amount required by this Agreement or you are in violation of any other transaction requirement or would be if we paid the Home Equity Line Check.

If we pay any Home Equity Line Check under these conditions, you must repay us, subject to applicable laws, for the amount of the Home Equity Line Check. The Home Equity Line Check itself will be evidence of your debt to us together with this Agreement. Our liability, if any, for wrongful dishonor of a check is limited to your actual damages. Dishonor for any reason as provided in this Agreement is not wrongful dishonor. We may choose not to return Home Equity Line Checks along with your periodic billing statements; however, your use of a Home Equity Line Check will be reflected on your periodic statement as a credit advance. We do not "certify" Home Equity Line Checks drawn on your Credit Line.

11. Transaction Requirements. The minimum amount of any credit advance that can be made on your Credit Line by writing a Home Equity Line Check, requesting an advance by telephone, requesting an advance in person or requesting an advance by mail is $100.00.

12. Authorized Signers. The words "Authorized Signer" on Home Equity Line Checks as used in this Agreement mean and include each person who (a) signs the application for this Credit Line, (b) signs this Agreement, or (c) has executed a separate signature authorization card for the Credit Line Account.

13. Lost Home Equity Line Checks. If you lose your Home Equity Line Checks or someone is using them without your permission, you agree to let us know immediately. The fastest way to notify us is by calling us at (205) 583-3600. You also can notify us at our address shown at the beginning of this Agreement.

14. Future Credit Line Services. Your application for this Credit Line also serves as a request to receive any new services (such as access devices) which may be available at some future time as one of our services in connection with this Credit Line. You understand that this request is voluntary and subject to refusal at the time any of these new services are offered. You further understand that the terms and conditions of this Agreement will govern any transactions made pursuant to any of these new services.

15. Collateral. This Agreement is secured by a certain mortgage (the "Mortgage") dated October 31, 2002, to us on property located in Shelby County, State of Alabama (the "Property"), all the terms and conditions of which are hereby incorporated in and made a part of this Agreement by reference. The address of the Property is: 137 Spring Street, Calera, Alabama 35040.

16. Insurance. You must obtain insurance on the Property securing this Agreement that is reasonably satisfactory to us. You have the option of providing any insurance required under this Agreement through an existing policy or a policy independently obtained and paid for by you, subject to our right, for reasonable cause before credit is extended, to decline any insurance provided by you. Subject to applicable law, if you fail to obtain or maintain insurance as required in the Mortgage, we may purchase insurance to protect our own interest, add the premium to your balance, pursue any other remedies available to us, or do any one or more of these things.

17. Right of Setoff. You grant to us a contractual possessory security interest in, and hereby assign, convey, deliver, pledge, and transfer to us all right, title and interest in and to, your accounts with us (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts you may open in the future, excluding however all IRA, Keogh, and trust accounts. You authorize us, to the extent permitted by applicable law, to charge or setoff all sums owing on this Agreement against any and all such accounts.

18. Periodic Statements. If you have a balance owing on your Credit Line Account or have any account activity, we will send you a monthly periodic statement. It will show, among other things, credit advances, **FINANCE CHARGES**, other charges, payments made, other credits, your "Previous Balance," and your "New Balance." Your statement also will identify the Minimum Payment you must make for that billing period and the date it is due.

19. When FINANCE CHARGES Begin to Accrue. Periodic **FINANCE CHARGES** for credit advances under your Credit Line will begin to accrue on the date credit advances are posted to your Credit Line. There is no "grace period" or "free ride period" which would allow you to avoid a **FINANCE CHARGE** on your Credit Line credit advances.

20. Method Used to Determine the Balance on Which the FINANCE CHARGE Will Be Computed. A daily **FINANCE CHARGE** will be imposed on all credit advances made under your Credit Line imposed from the date of each credit advance based on the "daily balance" method. To get the daily principal balance we take the beginning balance of your Credit Line Account each day, add any new credit advances and subtract any payments or credits, any unpaid **FINANCE CHARGES** or annual fees. This gives us the "daily balance."

21. Method of Determining the amount of FINANCE CHARGE. Any **FINANCE CHARGE** is determined by applying the "Daily Periodic Rate" to the daily balance described above. Then we add together the daily **FINANCE CHARGES** for each day in the billing cycle. This is your **FINANCE CHARGE** calculated by applying a Daily Periodic Rate.

22. Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE. We will determine the Daily Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** as follows: We start with an independent index, (the "Index"), which is the Prime Rate as published in the Wall Street Journal's Money Rates section. When a range of rates has been published, the higher of the rates will be used. We will use the most recent Index value available to us as of the date of any **ANNUAL PERCENTAGE RATE** adjustment. The Index is not necessarily the lowest rate charged by us on our loans. To determine the Daily Periodic Rate that will apply to your account, we add a margin to the value of the Index, then we divide this sum by 365, this result is the Daily Periodic Rate. To obtain the **ANNUAL PERCENTAGE RATE** we multiply the Daily Periodic Rate by 365. This result is the **ANNUAL PERCENTAGE RATE**. The **ANNUAL PERCENTAGE RATE** includes only interest and no other costs.

The Daily Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** on your Credit Line will increase or decrease as the Index increases or decreases from time to time (including the discount period discussed below). Adjustments to the Daily Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** resulting from changes in the Index will take effect on the first business day of each month. In no event will the **ANNUAL PERCENTAGE RATE** be more than the lesser of **18%** or the maximum rate allowed by applicable law.

Your initial rate is a discounted rate. The rates during the discount period, which is effective until May 31, 2003, are discounted rates based on a discounted margin that will be added to the Index. Today the Index is 4.75 % per annum, your discounted margin that is added to the Index is negative one-half percent (-.50%), and therefore the initial Daily Periodic Rate is .011643 % and the corresponding initial **ANNUAL PERCENTAGE RATE** on your Credit Line is 4.25 %. Your initial Daily Periodic Rate and corresponding **ANNUAL PERCENTAGE RATE** are not based on the margin that will be added to the Index once the discount period ends on May 31, 2003. Your margin that will be added to the Index starting June 1, 2003 and from time to time thereafter as set forth above is 0.00 % and therefore, if it were not for the initial discounted rate based on the discounted margin, your initial Daily Periodic Rate would be .013013 % and the corresponding initial **ANNUAL PERCENTAGE RATE** on your Credit Line would be 4.75 %.

Notwithstanding any other provision of the Agreement, we will not charge interest on any undisbursed loan proceeds.

23. Conditions Under Which Other Charges May be Imposed. You agree to pay all the other fees and charges related to your Credit Line as set forth below:

Annual Fee. A nonrefundable Annual Fee of $50.00 will be charged to your Credit Line at the following time: At closing and at each anniversary of your Home Equity Line account.

Returned Items. You may be charged $10.00 if you pay your Credit Line obligations with a check, draft, or other item that is dishonored for any reason, unless applicable law requires a lower charge or prohibits any charge.

Third Party Fees. You must also pay certain fees to third parties in connection with the initial closing of this loan, including, but not limited to, appraisers, credit reporting agencies, title insurance companies and government agencies.

Scheduled Fee Changes. If a minimum initial advance of $10,000.00 is drawn and maintained for 90 days, we will pay up to $300.00 of the closing costs and waive the first year annual fee.

24. Lender's Rights.

(a) Termination and Acceleration. We can terminate your Credit Line Account and require you to pay us the entire outstanding balance in one payment, and charge you certain fees, or we can refuse to make additional extensions of credit or reduce your credit limit, if any of the following happen:

(1) You engage in fraud or make a material misrepresentation at any time in connection with this Credit Line Account. This can include, for example, a false statement about your income, assets, liabilities, or any other aspects of your financial condition.

(2) You do not meet the repayment terms of this Credit Line Account.

(3) Your action or inaction adversely affects the Property or our rights in the Property. This can include, for example, failure to maintain required insurance, waste or destructive use of the Property, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the Property, creation of a senior lien on the Property without our permission, foreclosure by the holder of another lien or the use of funds or the Property for prohibited purposes.

(b) Suspension or Reduction. In addition to any other rights we may have, we can refuse to make additional extensions of credit or reduce your Credit Limit during any period in which any of the following are in effect:

(1) The value of your Property declines significantly below the Property's appraised value for purposes of this Credit Line Account. This includes, for example, a decline such that the initial difference between the Credit Limit and the available equity is reduced by fifty percent and may include a smaller decline depending on the individual circumstances.

(2) We reasonably believe that you will be unable to fulfill your payment obligations under your Credit Line Account due to a material change in your financial circumstances.

(3) You are in default of a material obligation of this Credit Line Account. We consider all of your obligations to be material. Categories of material obligations include the events described above under Termination and Acceleration, obligations to pay fees and charges, obligations and limitations on the receipt of credit advances, obligations concerning the maintenance or use of the Property or proceeds, obligations to pay and perform the terms of any mortgage or lease of the Property, obligations to notify us and to provide documents or information to us (such as updated financial information), obligations to comply with applicable laws (such as zoning restrictions), and obligations of any guarantor or comaker. No default will occur until we mail or deliver a notice of default to you, so you can restore your right to credit advances.

(4) Government action prevents us from imposing the **ANNUAL PERCENTAGE RATE** provided for under this Agreement.

(5) Government action impairs our security interest such that the value of the security interest is less than 120 percent of the Credit Limit.

(6) A regulatory agency notifies us that continued advances may constitute an unsafe and unsound business practice.

(7) The maximum **ANNUAL PERCENTAGE RATE** under your Credit Line Account is reached.

(8) Any one of the Borrowers notifies us in writing that they wish us to suspend the rights of Borrowers to obtain advances or extensions of credit hereunder. If we agree to such a request for a suspension, such suspension shall not be terminated and the right to obtain additional credit advances hereunder reinstated until all Borrowers named below request reinstatement in writing.

(c) Change in Terms. We may make changes to the terms of this Agreement if you agree to the change in writing at that time, if the change will unequivocally benefit you throughout the remainder of your Credit Line Account, or if the change is insignificant (such as changes relating to our data processing systems). If the Index is no longer available, we will choose a new Index and margin. The new Index will have an historical movement substantially similar to the original Index, and the new Index and margin will result in an **ANNUAL PERCENTAGE RATE** that is substantially similar to the rate in effect at the time the original Index becomes unavailable.

(d) Collection Costs. If you do not pay, we may hire or pay someone else to help collect your Credit Line Account. You agree to pay attorneys' fees not exceeding fifteen percent (15%) of the unpaid debt after termination or acceleration of your Credit Line Account and referral to an attorney who is not our salaried employee.

(e) Rate Increase. In addition to our other rights during termination and acceleration, we may increase the variable **ANNUAL PERCENTAGE RATE** under this Agreement to 2.000 percentage points over the then applicable **ANNUAL PERCENTAGE RATE**. The **ANNUAL PERCENTAGE RATE** will not exceed the maximum rate permitted by applicable law. If we do not increase the **ANNUAL PERCENTAGE RATE** upon termination or acceleration of your Credit Line Account, it will continue at the variable rate in effect as of the date of termination or acceleration of your Credit Line Account.

(f) Access Devices. If your Credit Line is suspended or terminated, you must immediately return to us all Home Equity Line Checks and any other access devices. Any use of Home Equity Line Checks or other access devices following suspension or termination may be considered fraudulent. You will also remain liable for any further use of Home Equity Line Checks or other Credit Line access devices not returned to us.

25. Delay in Enforcement. We may delay or waive the enforcement of any of our rights under this Agreement without losing that right or any other right. If we delay or waive any of our rights, we may enforce that right at any time in the future without advance notice. For example, not terminating your account for non-payment will not be a waiver of our right to terminate your account in the future if you have not paid.

26. Cancellation by You. If you cancel your right to credit advances under this Agreement, you must notify us and return all Home Equity Line Checks and any other access devices to us. Despite cancellation, your obligations under this Agreement will remain in full force and effect until you have paid us all amounts due under this Agreement.

27. Prepayment. You may prepay all or any amount owing under this Credit Line at any time without penalty, except we will be entitled to receive all accrued **FINANCE CHARGES**, and other charges, if any. Payments in excess of your Minimum Payment will not relieve you of your obligation to continue to make your Minimum Payments. Instead, they will reduce the principal balance owed on the Credit Line. If you mark a check, money order, or other instrument sent in payment with "Paid in Full" or with similar language, we may accept the payment, and you will remain obligated to pay any further amount owed to us.

28. Notices. All notices will be sent to your address as shown in this Agreement. Notices will be mailed to you at a different address if you give us written notice of a different address. You agree to advise us promptly if you change your mailing address.

29. Annual Review. You agree that you will provide us with a current financial statement, a new credit application, or both, annually, on forms provided by us. Based upon this information we will conduct an annual review of your Credit Line Account. You also agree we may obtain credit reports on you at any time, at our sole option and expense, for any reason, including but not limited to whether there has been an adverse change in your financial condition. We may require a new appraisal of the Property which secures your Credit Line at any time, including an internal inspection, at our sole option and expense. You authorize us to release information to others (such as credit bureaus, merchants, and other financial institutions) about the status and history of your Credit Line Account.

30. Transfer or Assignment. Without prior notice or approval from you, we reserve the right to sell or transfer your Credit Line Account to another lender, entity, or person, and to assign our rights under the Mortgage. Your rights under this Agreement may not be transferred or assigned. Your obligations, however, are binding on your heirs and legal representatives.

31. Tax Consequences. You should consult a tax advisor regarding the deductibility of interest and charges under the Credit Line Account.

32. Governing Law. This Agreement and its interpretation will be governed by federal law and by the laws of the State of Alabama. If there is any conflict between any of the terms and conditions of this Agreement and applicable federal or state law, this Agreement will be considered changed to the extent necessary to comply with the law. The Credit Line which is the subject of this Agreement has been applied for, considered, approved, and made in the State of Alabama.

33. Interpretation. The names given to paragraphs or sections in this Agreement are for convenience purposes only. They are not to be used to interpret or define the provisions of this Agreement. You agree that this Agreement, together with the Mortgage, is the best evidence of your agreements with us. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court may enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable. If we go to court for any reason, we can use a copy, filmed or electronic, of any periodic statement, this Agreement, the Mortgage, or any other document to prove what you owe us or that a transaction has taken place. The copy, microfilm, or microfiche will have the same validity as the original. You agree that, except to the extent you can show there is a billing error, your most current periodic billing statement is the best evidence of your obligation to pay.

34. DISPUTE RESOLUTION; ARBITRATION.

(a) **Mandatory Arbitration**. Except as otherwise specifically set forth in clause (b) below, any action, dispute, claim, counterclaim or controversy ("Dispute" or "Disputes"), among or involving you and us, including without limitation any claim based on or arising from an alleged tort, shall be resolved by arbitration as set forth below. Without limiting the generality of the foregoing, Disputes shall include actions commonly referred to as lender liability actions. All Disputes shall be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Defenses based on statutes of limitation, estoppel, waiver, laches and similar doctrines, that would otherwise be applicable to an action brought by a party, shall be applicable in any such arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for such purposes.

(b) **Judicial Resolution of Certain Disputes**. You agree that we shall have the option, but not the obligation, to submit to and pursue in a court of law any claim against you for a debt due. You agree that, if we pursue such a claim in a court of law, (i) our failure to assert any additional claim in such proceeding shall not be deemed a waiver of, or estoppel to pursue, such claim as a claim or counterclaim in arbitration, and (ii) the institution or maintenance of a judicial action under this clause (b) shall not constitute a waiver of the right of any party to submit any other action, dispute, transaction or occurrence, to binding arbitration. If you assert a claim against us in arbitration or otherwise during the pendency of a claim brought by us in a court of law, the court action shall be stayed and all matters shall be submitted to arbitration.

(c) **Provisional Remedies, Self-help and Foreclosure**. No provision of, nor the exercise of any rights under, clauses (a) or (b) shall limit the right of any party (including us) (i) to foreclose against any real or personal property by exercise of a power of sale under a mortgage or other security agreement or instrument, or by exercise of any rights of foreclosure or of sale under applicable law, (ii) to exercise self-help remedies such as set-off, or (iii) to obtain provisional or ancillary remedies such an injunctive relief, attachment or the appointment of a receiver from a court having jurisdiction before, during or after the pendency of any arbitration or referral. The institution and maintenance of an action for judicial relief or pursuit of exercise of such remedies shall not constitute a waiver of the right of any party, including the plaintiff in any action, to submit the Dispute to arbitration or, in the case of actions on a debt, to judicial resolution.

(d) **Selection of Arbitrator**. Whenever an arbitration is required under clause (a), the arbitrator shall be selected, except as otherwise provided, in accordance with the Commercial Arbitration Rules of the AAA. The AAA shall designate a panel of ten potential arbitrators knowledgeable in the subject matter of the Dispute. You and we shall each designate, within 30 days of the receipt of the list of potential arbitrators, one of the potential arbitrators, and the two arbitrators so designated shall select a third arbitrator from the eight remaining potential arbitrators. The panel of three arbitrators shall determine the resolution of the Dispute.

(e) **Miscellaneous**. This section constitutes the entire agreement of you and us with respect to, and supersedes all prior discussions or agreements on, dispute resolution. The provisions of this section shall survive any termination, amendment or expiration of this document, unless you and we otherwise expressly agree in writing. In the event of any arbitration, you and us shall each pay all of our own expenses, and, subject to the award of the arbitrator, shall pay an equal share of the arbitrator's fees. The arbitrator shall have the power to award costs and fees (including attorneys' fees) to the prevailing party. This section may be amended, changed or modified only by the express provisions of a writing which specifically refers to this section and which is signed by an officer of us and you.

35. Acknowledgment. You understand and agree to the terms and conditions in this Agreement. By signing this Agreement, you acknowledge that you have read this Agreement. You also acknowledge receipt of a copy of this Agreement, including the Fair Credit Billing Notice and the early home equity line of credit application disclosure, in addition to the handbook entitled "When Your Home Is On the Line: What You Should Know About Home Equity Lines of Credit," given with the application.

This Agreement is dated October 31, 2002.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

BORROWER:

X Eric Wade Parrott (SEAL) Taxpayer Identification No.: 420-21-9511

Eric Wade Parrott

Effective Disbursement Date: October 31, 2002.

State of Alabama)

County of Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Eric Wade Parrott, a single individual, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

GIVEN UNDER MY HAND THIS 31ST DAY OF OCTOBER, 2002.

COURTNEY H. MASON, JR.
MY COMMISSION EXPIRES MARCH 5, 2003

My commission expires: 3/5/03

Notary Public

209202.05/0003-0667

20021104000543490 Pg 7/7 188.15
Shelby Cnty Judge of Probate,AL
11/04/2002 09:26:00 FILED/CERTIFIED

ADDENDUM TO OPEN-END

LINE OF CREDIT MORTGAGE

DATE October 31, 2002

FROM Eric Wade Parrott

TO NATIONAL BANK OF COMMERCE OF BIRMINGHAM

Recital B is hereby amended as follows:

B. Rate and Payment Changes. The Credit Agreement provides for Finance Charges to be computed on the unpaid balance outstanding from time to time under the Credit Agreement at an adjustable Annual Percentage Rate. The Annual Percentage Rate may be increased or decreased on the first business day of each month based on changes in the Index. The "Index" is the Prime Rate as published in the Wall Street Journal's Money Rates table. When a range of rates has been published, the higher of the rates will be used. Except for any period of time during which a discounted promotional rate based on a discounted margin is in effect pursuant to the terms of the Credit Agreement, the Annual Percentage Rate charged under the Credit Agreement during each monthly billing cycle will be 0.00 percent (0 %) per annum above the Index in effect on the first business day of the billing cycle. The ANNUAL PERCENTAGE RATE on the date of this mortgage is 4.25%, and is a discounted promotional rate based on a discounted margin. If the discounted margin was not in effect, the ANNUAL PERCENTAGE RATE on the date of this mortgage would be 4.75%. The Annual Percentage Rate will increase if the Index in effect on the first business day of a month increases, and will decrease if the Index in effect on the first business day of a month decreases. Any increase in the Annual Percentage Rate may result in increased Finance Charges and increased minimum payment amounts under the Credit Agreement.

All other terms and conditions remain in full force and effect.

MORTGAGOR:

Eric Wade Parrott

Eric Wade Parrott