NOTICE: THIS MORTGAGE SECURES AN OPEN-END CREDIT PLAN WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE ANNUAL PERCENTAGE RATE. INCREASES IN THE ANNUAL PERCENTAGE RATE MAY RESULT IN INCREASED MINIMUM MONTHLY PAYMENTS, INCREASED FINANCE CHARGES, AND A LARGER AMOUNT DUE AT MATURITY. DECREASES IN THE ANNUAL PERCENTAGE RATE MAY RESULT IN LOWER MINIMUM MONTHLY PAYMENTS, LOWER FINANCE CHARGES, AND A SMALLER AMOUNT DUE AT MATURITY.

THIS IS A <u>FUTURE ADVANCE MORTGAGE</u> AND THE PROCEEDS OF THE OPEN-END CREDIT PLAN SECURED BY THIS MORTGAGE WILL BE ADVANCED BY THE MORTGAGEE UNDER THE TERMS OF A CREDIT AGREEMENT BETWEEN THE MORTGAGEE AND THE BORROWER NAMED HEREIN.

STATE OF ALABAMA

SHELBY COUNTY

20030108000016640 Pg 1/4 134.00 Shelby Cnty Judge of Probate, AL 01/08/2003 12:55:00 FILED/CERTIFIED

Adjustable-Rate Equity Line of Credit Mortgage

THIS INDENTURE is made and entered into this 23rd day of DECEMBER, 2002 by and between H. KEITH RICHARDS, and AMY R. RICHARDS, Husband and Wife (hereinafter called the

"Mortgagor", whether one or more) and Aliant Bank, a state banking association (hereinafter called the "Mortgagee").

Recitals

$H^{\mathbf{A}}$.	The Secured Line of Credit. KEITH RICHARDS,	and	AMY	R.	RICHARDS,	Husband	and	Wife
	,			•	,			

(hereinafter called the "Borrower," whether one or more) is (are) now or may become in the future justly indebted to the Mortgagee in the maximum principal amount of SEVENTY-SIX THOUSAND AND NO/100 Dollars(\$ 76,000.00) (the "Credit Limit") pursuant to a certain open-end line of credit established by the Mortgagee for the Borrower under an agreement entitled, "The Aliant Bank Equity Line of Credit Note, Agreement and Disclosure Statement," executed by the Borrower in favor of the Mortgagee, dated DECEMBER 23, 2002 (the "Credit Agreement"). The Credit Agreement provides for an open-end line of credit pursuant to which the Borrower may borrow and repay, and reborrow and repay, amounts from the Mortgagee 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 accrue on the unpaid principal balance outstanding from time to time at a variable rate of interest computed pursuant to the terms of the Credit Agreement. The variable rate of interest may increase or decrease based on changes in the "index" or in the "margin", as such terms are defined in and determined under the Credit Agreement. An increase in the variable rate of interest may result in increased finance charges, increased minimum payment amounts, and a larger amount due at maturity under the Credit Agreement.

C. Maturity Date.

If not sooner terminated as set forth therein, the Credit Agreement will terminate twenty years from the date of the Credit Agreement, and all sums payable thereunder (including without limitation principal, interest, expenses and charges) shall become due and payable in full.

D. Mortgage Tax.

Agreement

3215 MOUNTAIN RIDGE BIRMINGHAM AL 35242

SEE ATTACHED EXHIBIT "A"

AN26 8/94 4626 Loan ID: 610001735

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.

To have and to hold the Real Estate unto the Mortgagee, its successors and assigns forever. The Mortgagor covenants with the Mortgagee that the Mortgagor is lawfully seized in fee simple of the Real Estate and has a good right to sell and convey the Real Estate as aforesaid; that the Real Estate is free of all encumbrances, except the lien of current ad valorem taxes, the prior mortgage, if any, hereinafter described and any other encumbrances expressly set forth above; and the Mortgagor will warrant and forever defend the title to the Real Estate unto the Mortgagee, against the lawful claims of all persons, except as otherwise herein provided.

This mortgage secures an open-end revolving line of credit under which the Borrower may borrow and repay and reborrow and repay, amounts from the Mortgagee from time to time up to a maximum principal amount at any one time outstanding not exceeding the Credit Limit. Advances under the Credit Agreement are obligatory. The Credit Agreement does not require that the Borrower make any minimum initial advance or maintain any minimum balance under the line of credit; therefore, at times there may be no outstanding Debt under this mortgage. However, this mortgage shall become effective immediately notwithstanding the lack of any initial advance and shall not be deemed satisfied nor shall title to the Real Estate be divested from the Mortgagee by the payment in full of all the Debt at any one time outstanding, since in each case further borrowings can thereafter be made from time to time by the Borrower under the terms of the Credit Agreement and all such borrowings are to be included in the Debt secured hereby. This mortgage shall continue in effect until all of the Debt shall have been paid in full, the Credit Agreement shall have been terminated, the Mortgagee shall have no obligation to extend any further credit to the Borrower thereunder and an appropriate written instrument in satisfaction of this mortgage, executed by a duly authorized officer of the Mortgagee, shall have been duly recorded in the probate office in which this mortgage is originally recorded. The Mortgagee agrees to execute such an instrument promptly following receipt of the Borrower's written request therefor, provided that all of the conditions set forth above have been fulfilled. Nothing contained herein shall be construed as providing that this mortgage shall secure any advances by the Mortgagee to the Borrower under the Credit Agreement in a maximum principal amount at any one time outstanding in excess of the Credit Limit set forth above unless this mortgage shall have been amended to increase the Credit Limit by written instrument duly re

Volume ______, at page ______ in the Probate Office of ______ County, Alabama.

The Mortgagor hereby authorizes the holder of a prior mortgage encumbering the Real Estate, if any, to disclose to the Mortgagee the following information: (1) the amount of indebtedness secured by such mortgage; (2) the amount of such indebtedness that is unpaid; (3) whether any amount owed on such indebtedness is or has been in arrears; (4) whether there is or has been any default with respect to such mortgage or the indebtedness secured thereby; and (5) any other information regarding such mortgage or the indebtedness secured thereby which the Mortgagee may request from time to time.

If this mortgage is subordinate to a prior mortgage, the Mortgagor expressly agrees that if default should be made in the payment of principal, interest or any other sum payable under the terms and provisions of such prior mortgage, or if any other event of default (or event which upon the giving of notice or lapse of time, or both would constitute an event of default) should occur thereunder, the Mortgagee may, but shall not be obligated to, cure such default, without notice to anyone, by paying whatever amounts may be due, or taking whatever other actions may be required, under the terms of such prior mortgage so as to put the same in good standing.

For the purpose of further securing the payment of the Debt, the Mortgagor agrees to: (1) pay all taxes, assessments, and other liens taking priority over this mortgage (hereinafter jointly called "Liens"), and if default is made in the payment of the Liens, or any part thereof, the Mortgagee, at its option, may pay the same: (2) keep the Real Estate continuously insured, in such manner and with such companies as may be satisfactory to the Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, with loss, if any, payable to the Mortgagee, as its interest may appear; such insurance to be in an amount at least equal to the full insurable value of the improvements located on the Real Estate unless the Mortgagee agrees in writing that such insurance may be in a lesser amount. Subject to the rights of the holder of the prior mortgage, if any, set forth above, the original insurance policy and all replacements therefor, shall be delivered to and held by the Mortgagee until the Debt is paid in full and the Credit Agreement is terminated. The insurance policy must provide that it may not be cancelled without the insurer giving at least fifteen days' prior written notice of such cancellation to the Mortgagee. Subject to the rights of the holder of the prior mortgage, if any, set forth above, the Mortgagor hereby assigns and pledges to the Mortgagee as further security for the payment of the Debt each and every policy of hazard insurance now or hereafter in effect which insures said improvements, or any part thereof, together with the right, title and interest of the Mortgagor hereby assigns and pledges to the Mortgagor in and to each and every such policy, including but not limited to all the Mortgagor's right, title and interest in and to any premiums paid on such hazard insurance, including all rights to return premiums. If the Mortgagor fails to keep the Real Estate insured as specified above, then at the e

All amounts spent by the Mortgagee for insurance or for the payment of Liens or for the payment of any amounts under any prior mortgages shall become a debt due by the Mortgagor and at once payable, without demand upon or notice to the Mortgagor, and shall be included in the Debt secured by the lien of this mortgage, and shall bear interest from date of payment by the Mortgagee until paid at the rate of interest payable from time to time under the Credit Agreement, or such lesser rate as shall be the maximum permitted by law; and if any such amount is not paid in full immediately by the Mortgagor, then at the option of the Mortgagee, this mortgage shall be in default and subject to immediate foreclosure in all respects as provided by law and by the provisions hereof.

Subject to the rights of the holder of the prior mortgage, if any, set forth above, the Mortgagor hereby assigns and pledges to the Mortgagee the following property, rights, claims, rents, profits, issues and revenues:

1. All rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues;

2. All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments made for the voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgagor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. The Mortgagee may apply all such sums so received, or any part thereof, after the payment of all the Mortgagee's expenses, including court costs and attorney's fees, on the Debt in such manner as the Mortgagee elects, or, at the Mortgagee's option the entire amount or any part thereof so received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the Real Estate.

The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they now are, reasonable wear and tear excepted.

Notwithstanding any other provision of this mortgage or the Credit Agreement, this mortgage shall be deemed to be in default and the Debt shall become immediately due and payable, at the option of the Mortgagee, upon the sale, lease, transfer, or mortgage by the Mortgagor of all or any part of, or all or any interest in, the Real Estate, including transfer of an interest by contract to sell.

The Mortgagee may make or cause to be made reasonable entries upon and inspections of the Real Estate, provided that the Mortgagee shall give the Mortgagor notice prior to any such inspection specifying reasonable cause therefor related to the Mortgagee's interest in the Real Estate.

Except for any notice required under applicable law to be given in another manner, any notice under this mortgage (a) may be given to the Mortgagor (if the same party as the Borrower) in the manner set forth in the Credit Agreement; (b) may be given to any other Mortgagor by delivering such notice to the Mortgagor (or any one of them if more than one) or by mailing such notice by first class mail addressed to the Mortgagor at any address on the Mortgagee's records or at such other address as the Mortgagor shall designate by notice to the Mortgagee as provided herein; and (c) shall be given to the Mortgagee by first class mail to the Mortgagee's address stated herein or to such other address as the Mortgagee may designate by notice to the Mortgagor as provided herein. Any notice under this mortgage shall be deemed to have been given to the Borrower, the Mortgagor or the Mortgagee when given in the manner designated herein.

The Mortgagor 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, the Mortgagor shall perform all the Mortgagor's obligations under the declaration creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents, all as amended. If a condominium or planned unit development rider is executed by the Mortgagor and recorded together with this mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this mortgage as if the rider were a part hereof.

The Mortgagor agrees that no delay or failure of the Mortgagee to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be waived, altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagee by one of its officers.

Upon the occurrence of an event of default hereunder, the Mortgagee, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues and profits of the Real Estate, with power to lease and control the Real Estate and with such other powers as may be deemed necessary.

Upon condition, however, that if: (a) the Debt is paid in full (which Debt includes (i) all advances heretofore or from time to time hereafter made by the Mortgagee 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; (ii) all finance charges payable from time to time on said advances, or any part thereof; (iii) all other fees, charges, costs and expenses now or hereafter owing by the Borrower to the Mortgagee pursuant to the Credit Agreement, or any extension or renewal thereof; (iv) all other indebtedness, obligations and liabilities now or hereafter owing by the Borrower to the Mortgagee under the Credit Agreement, or any extension or renewal thereof; and (v) all advances by the Mortgagee under the terms of this mortgage); (b) the Mortgagee is reimbursed for any amounts the Mortgagee has paid in payment of Liens or insurance premiums or any prior mortgages, and interest thereon; (c) the Mortgagor fulfills all of the Mortgagor's obligations under this mortgage; (d) the Credit Agreement is terminated and the bank has no obligation to extend any further credit to the Borrower thereunder; and (e) an appropriate written instrument in satisfaction of this mortgage has been executed by a duly authorized officer of the Mortgagee and properly recorded; this conveyance shall be null and void. But if any event of default and termination under Section 19 of the Credit Agreement shall occur, then, at the option of the 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 Real Estate and, after giving at least twenty-one days' notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Real Estate is located, to sell the Real Estate in front of the courthouse door of said county, a 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 Real Estate 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 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 Real Estate, 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 Real Estate. The Mortgagors agree that the Mortgagee may bid at any sale held under the terms of this mortgage and may purchase the Real Estate if the highest bidder thereof. At the foreclosure sale the Real Estate 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 Real Estate, 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 evert 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 Real Estate. 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 Credit Agreement 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. IN WITNESS WHEREOF, the undersigned Mortgagor has (have) executed this instrument on the date first written above. (Seal) KEIGH RIGHARDS (Seal) ALL R. RICHARDS (Seal) (Seal) ACKNOWLEDGEMENT FOR INDIVIDUALS STATE OF ALABAMA County SHELBY I, the undersigned authority, a Notary Public, in and for said county in said State, hereby certify that H. KEITH RICHARDS and AMY R. RICHARDS, Husband and Wife whose names(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 THEY executed the same voluntarily on the date the same bears dated day of December 75202 Notary Public My commission expires NOTARY MUST/AFFIX SEAL ACKNOWLEDGEMENT FOR CORPORATION STATE OF ALABAMA County I, the undersigned authority, a Notary Public, in and for said county in said State, hereby certify that whose name as , a corporation, 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, ____ _, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation. Given under my hand and official seal, this day of Notary Public My commission expires: NOTARY MUST AFFIX SEAL This instrument prepared by: (Name) -(Address) -

AN28 8/94 4628

EXHIBIT "A" LEGAL DESCRIPTION

Part of Lots 1 and 2, Featheringill Acres, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 9, Page 96, and part of the acreage in the NE 1/4 of the NW 1/4 of Section 14, Township 19 South, Range 2 West, Shelby County, Alabama, all being more particularly described as follows:

Beginning at the most westerly corner of Lot 1, Featheringill Acres, which is on the East right of way line of Mountain Ridge Circle, run in a Northeasterly direction along the Northwest line of said Lot 1 for a distance of 276.80 feet to an existing iron pin and being the most Northerly corner of said Lot 1; thence turn an angle to the right of 45 degrees 06 minutes 22 seconds and run in a Southeasterly direction for a distance of 498.61 feet to an existing iron pin being on the Southwest line of Lot 17-A, A Resurvey of Lots 15, 16, 17, 19 and 20, of Amended Map of Hickory Ridge, as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 14, Page 66; thence turn an angle to the right of 82 degrees 16 minutes 05 seconds and run in a Southerly direction for a distance of 207.66 feet to an existing iron pin being on a curve, said curve being concave in a Southeasterly direction and having a central angle of 176 degrees 49 minutes 19 seconds and a radius of 55.0 feet; thence turn an angle to the right of (90 degrees to tangent) and run in a Westerly, Southwesterly, Southerly and Southeasterly direction along the arc of said curve for a distance of 169.74 feet to an existing iron pin being at a point of reverse curve, said second curve being concave in a Southwesterly direction and having a central angle of 51 degrees 19 minutes 04 seconds and a radius of 25.0 feet; thence turn an angle to the right and run in a Southwesterly direction along the are of said curve for a distance of 22.39 feet to the point of ending of said curve; thence run in a Southeasterly direction along a line tangent to the end of said curve for a distance of 137.55 feet to the point of beginning of a new curve, said new curve being concave in a Southwesterly direction and having a deflection angle of 3 degrees 04 minutes 24 1/2 seconds and a radius of 479.11 feet; thence turn an angle to the right and run in a Southeasterly direction along the arc of said curve for a distance of 51.40 feet to a point of compound curve, said newest curve being concave in a Westerly direction and having a central angle of 97 degrees 25 minutes 41 seconds and a radius of 15.0 feet; thence run in a Southeasterly, Southerly and Southwesterly direction along the arc of said curve for a distance of 25.51 feet to the point of ending of said curve; thence run in a Southwesterly direction along a line tangent to the end of said curve for a distance of 151.11 feet to the point of beginning of a new curve, said new curve being concave in a Northerly direction and having a deflection angle of 27 degrees 34 minutes 20 1/2 seconds and a radius of 205.0 feet; thence turn an angle to the right and run along the arc of said curve in a Westerly direction for a distance of 197.30 feet to a point of compound curve, said newest curve being concave in a Northeasterly direction and having a central angle of 60 degrees 41 minutes 12 seconds and a radius of 25.0 feet; thence turn an angle to the right and run in a Northwesterly and Northerly direction along the arc of said curve for a distance of 26.48 feet to an existing iron pin being a point of reverse curve, said newest curve being concave in a Southwesterly direction and having a central angle of 137 degrees 06 minutes 47 seconds and a radius of 55.0 feet; thence turn an angle to the left and run in a Northerly, Northwesterly, Westerly and Southwesterly direction along the arc of said curve for a distance of 131.62 feet; thence turn an angle to the right (90 degrees from tangent) and run in a Northwesterly direction for a distance of 35.0 feet to an existing iron pin; thence turn an angle to the left of 26 degrees 29 minutes 27 seconds and run in a Northwesterly direction for a distance of 146.67 feet to an existing iron pin; thence turn an angle to the right of 67 degrees 46 minutes 59 seconds and run in a Northerly direction along the West line of the NE 1/4 of the NW 1/4 of said Section 14 for a distance of 386.90 feet to an existing iron pin; thence turn an angle to the left of I 1 5 degrees 52 minutes 07 seconds and run in a Southwesterly direction for a distance of 240.49 feet to an existing iron pin being on the East right of way line of Mountain Ridge Circle; thence turn an angle to the right and run in a Northerly and Northwesterly direction along the curved East right of way line of Mountain Ridge Circle (having a radius of 50 feet and a central angle of 30 degrees 08 minutes 24 seconds) and run for a distance of 26.30 feet to the point of beginning; being situated in Shelby County, Alabama.