

Loan Agreement/Second Mortgage

The undersigned Wesley Lee Acker and Tara Galloway Acker hereby jointly and severally promise to pay to R. Daniel Acker and Martha L. Acker the sum of \$30,000.00 (Thirty Thousand), together with interest thereon at the rate of 0% per annum on the unpaid balance. Said sum shall be paid in the manner following:

\$2,000.00 (Two Thousand Dollars) payable on December 31 of each and every year beginning on December 31, 2003 and ending on December 31, 2018.

At the sole discretion of R. Daniel Acker and Martha Lee Acker (hereafter referred to as the Note Holder), the Note Holder may, at the time each installment is due, waive payment of the sum then due and provide a "gift" and forgiveness of the \$2,000.00 (Two Thousand Dollars) annual payment.

The remaining balance of this Loan Agreement/Second Mortgage will remain due and payable until final resolution of each payment. The note may be prepaid, at any time, in whole or in part, without penalty but a payment due under the note will not be forgiven/waived except on an annual basis not to exceed \$2,000.00, except and in writing at the sole discretion of the Note Holder.

LEGAL Description exhibit A

As collateral and security for the balance owed the undersigned do hereby grant a "second mortgage" to the real estate property (Land and House) owned by undersigned located at 447 Eaton Drive, Greystone Village, Birmingham, AL 35242. The undersigned hereby acknowledges that this "Loan Agreement/Mortgage Note" will be recorded at the courthouse in Shelby County, AL.

This note shall, at the option of the Note Holder hereof, be immediately due and payable upon the occurrence of any of the following:

1. Breach of any condition of any loan agreement or mortgage having a priority over this loan agreement/second mortgage, in whole or in part, which has as collateral the same security of this agreement. (Property located at 447 Eaton Drive, Birmingham, AL 35242)
2. Upon the filing by any of the undersigned of an assignment for the benefit of creditors, bankruptcy or other form of insolvency, or by suffering an involuntary petition in bankruptcy or receivership.
3. The sale or transfer of ownership of the real estate property located at 447 Eaton Drive, Greystone Village, Birmingham, AL 35242

The undersigned and all other parties to this note agree to remain fully bound until this note shall be fully paid. This note shall take effect as a sealed instrument and shall be construed, governed and enforced in accordance with the laws of the State of Alabama.

Dated 7-2-03

Undersigned

Accepted by
R. Daniel Acker R. Daniel Acker
Martha Lee Acker Martha Lee Acker

Wesley Lee Acker Wesley Lee Acker
Tara Galloway Acker Tara Galloway Acker

Witness *Kristine Cole Fuller*

SEND TAX NOTICES TO:

WESLEY LEE ACKER

MARTHA LEE ACKER

449 Eaton Road
Birmingham, AL 35242

WARRANTY DEED

EXHIBIT A

20030702000416910 Pg 1/1 45.50
Shelby Cnty Judge of Probate ~
02/04/2003 10:24:00 FILED/C

20030702000416910 Pg 2/2 59.00
Shelby Cnty Judge of Probate, AL
07/02/2003 11:09:00 FILED/CERTIFIED

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of ONE HUNDRED SEVENTY-TWO THOUSAND & NO/100----- Dollars (\$ 172,000.00) and other good and valuable consideration to the undersigned grantors, in hand paid by the grantee herein, the receipt of which is hereby acknowledged **ROBERT C. ZUCKERT AND WIFE, RICKI L. ZUCKERT**, (herein referred to as "Grantor"), hereby grants, bargains, sells, and conveys unto WESLEY LEE ACKER, MARTHA LEE ACKER AND TARA G. ACKER, (herein referred to as "Grantee"), as joint tenants with rights of survivorship, their interest in the following described real estate situated in Shelby County, Alabama, to wit:

Lot 41, according to the Amended Map of Greystone Village, Phase 2, as recorded in Map Book 19, page 13, in the Probate Office of Shelby County, Alabama.

Subject to all easements, restrictions, covenants, rights of way of record; taxes for 2003 and subsequent years not yet due and payable.

\$ 137,600.00 of the purchase price recited herein was paid from the proceeds of a mortgage loan closed simultaneously herewith.

TO HAVE AND TO HOLD the described premises to Grantees, as joint tenants with right of survivorship, their heirs, executors, successors and assigns forever; it being the intention of the parties to this conveyance, that (unless the joint tenancy hereby created is severed or terminated during the joint lives of the grantees herein) in the event one grantee survives the other, the entire interest in fee simple shall pass to the surviving grantee, and if one does not survive the other, then the heirs and assigns of the grantees herein shall take as tenants in common.

AND THE GRANTOR does for their heirs and executors, successors and assigns, covenant with said Grantee, their heirs, executors, successors and assigns, that Grantor is lawfully seized in fee simple of the premises, that they are free from all encumbrances, unless otherwise noted above, that Grantor has good right to sell and convey the same as aforesaid, and that Grantor will and their heirs and executors, successors and assigns shall warrant and defend same to said Grantee, their heirs, executors, successors and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed on the 28TH day of January, 2003.

Robert C. Zuckert
(GRANTOR) ROBERT C. ZUCKERT

Ricki L. Zuckert
(GRANTOR) RICKI L. ZUCKERT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert C. Zuckert and Ricki L. Zuckert, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 28TH day of January, 2003.

Angela J. Keith
NOTARY PUBLIC Angela J. Keith
My Commission Expires: 10-29-06
THIS INSTRUMENT PREPARED BY:
Anne R. Strickland, Attorney at Law
5330 Stadium Trace Parkway, Suite 250
Birmingham, Alabama 35244