

General American Corp

TO HAVE AND TO HOLD such Property unto Mortgagee and to Mortgagee's successors and assigns, forever, together with all buildings and other improvements now or hereafter erected on the Property and all easements, appurtenances, and fixtures, now or hereafter a part of the Property, and all rights and interests which derive from our (Borrower/Borrowers) ownership, use or possession of the Property and all appurtenances thereto. All of the foregoing is referred to in this Mortgage as the "Property" or "premises".

OWNERSHIP: Borrower covenants that Borrower is the sole owner(s) of the Property and is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property to you (Mortgagee) and that the Property is unencumbered, except for encumbrances of record. Borrower warrants that it will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER'S IMPORTANT OBLIGATIONS:

(a) **PAYMENT OF ALL CHARGES REQUIRED TO BE PAID UNDER THE TERMS OF THE NOTE AND THIS MORTGAGE:** We shall promptly pay to you when due all advances and charges to our Account plus interest (Finance Charges) and any other amounts due and required to be paid to you under the terms and provisions of the Note or under this Mortgage.

(b) **TAXES:** We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Note because we pay these taxes and charges. We will provide you with proof of payment upon request.

(c) **MAINTENANCE:** We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominium or a planned unit development, we shall perform all of our 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.

(d) **INSURANCE:** We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Mortgage, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

(e) **CONDEMNATION:** We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any Prior Mortgage.

(f) **SECURITY INTEREST:** We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises.

(g) **OUR AUTHORITY TO YOU:** If we fail to perform our obligations under this Mortgage, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Note, on which you will charge interest at the interest rate set forth in the Note. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Note. This Mortgage secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Mortgage. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Note plus the amount of any Prior Mortgages.

(h) **PRIOR MORTGAGE:** If the provisions of this paragraph are completed, this Mortgage is subject and subordinate to a prior mortgage dated 10/01/1998 and given by us to HIBERNIA NATIONAL as mortgagee, in the original amount of \$ 80 , 500 . 00 (the "Prior Mortgage"). We shall not increase, amend or modify the Prior Mortgage without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Mortgage promptly deliver a copy of such notice to you. We shall pay and perform all of our obligations under the Prior Mortgage as and when required under the Prior Mortgage.

(i) **HAZARDOUS SUBSTANCES:** We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic



petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

(j) **SALE OF PREMISES:** We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent. If all or any part of the Premises or any interest in it is sold or transferred without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by you, as Mortgagee, if exercise is prohibited by federal law as of the date of this Mortgage.

(k) **INSPECTION:** We will permit you to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this Mortgage may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Note and this Mortgage without losing your rights in the Premises.

DEFAULT: Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition described in Paragraph 12.A. of the Note occurs, or we fail to perform any of the obligations and agreements assumed by us under the provisions of this Mortgage, you may foreclose upon this Mortgage pursuant to the provisions of the paragraph hereinafter set forth, entitled "Foreclosure by Power of Sale". This means that you may arrange for the Premises to be sold in the manner provided in the preceding sentence herein, in order to pay off what we owe on the Note and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. In addition, you may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental payments, including overdue rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure. In addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure, including, but not limited to, reasonable attorney's fees and costs of documentary evidence, abstracts and title reports.

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

ACCELERATION; REMEDIES: Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, you, prior to acceleration, shall give notice to us, as provided by applicable law specifying, among other things: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty (30) days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure and sale of the Property pursuant to the provisions of the Power of Sale set forth in the next following paragraph. The notice shall further inform us of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of us to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, you, at your option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage in accordance with the provisions of the Power of Sale set forth in the next following paragraph. You shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

FORECLOSURE BY POWER OF SALE: Upon condition, however, that if we pay all of the indebtedness required to be paid by us under the terms and provisions of the Note and this Mortgage, and perform all of the other obligations and agreements assumed and agreed to be performed by us under the terms and provisions of the Note and the within Mortgage, the grant and conveyance herein to you shall become null and void; but should default be made by us under the terms and provisions set forth in the preceding paragraph, entitled "DEFAULT", or should we fail to do and perform any other act or thing in the Note or in the within Mortgage required or agreed to be done and performed by us, then in any of said events the whole of the indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this Mortgage subject to foreclosure at the option of you, notice of the exercise of such option being hereby expressly waived by us, as Borrower, and you shall have the right to enter upon and take possession of the mortgaged property and after or without taking such possession to sell the same before the Court House door of the County (or the division thereof) where said property, or any substantial part of said property, is located, at public outcry for cash, after first giving notice of the time, place and terms of such sale by publication once a week for three consecutive weeks prior to said sale in some newspaper published in said County; and upon the payment of the purchase price, you or the auctioneer at said sale are authorized to execute to the purchaser for and in the name of us, a good and sufficient deed to the property sold, You shall apply the proceeds of said sale or sales under this Mortgage as follows: First, to the expenses of advertising, selling and conveying, including a reasonable attorney's fee if the unpaid debt after default exceeds \$300, such attorney's fee to include fees for attorneys employed by you, or by your agents, and for such reasonable expenses incurred by you in protecting the Property providing insurable title to the purchaser and such other reasonable expenses that you, as Mortgagee, may incur to enforce all of the provisions of this mortgage, and the Note; second, to the payment of any amounts that may have been expended or that may then be necessary to expend in paying insurance, taxes and other encumbrances, with interest thereon, including any funds advanced by you for our transactions pursuant to the Note, even though we may then be in default; third, to the payment of the indebtedness hereby secured and interest and finance charges thereon in such order as you may elect, whether such debts shall or shall not have fully matured at the date of said sale; and fourth, the balance, if any, to be paid over to us or to whomsoever then appears of record to be the owner of our

interest in said property. You may bid and become the purchaser of the mortgaged property at any foreclosure sale hereunder. We hereby waive any requirement that the mortgaged property be sold in separate tracts and agree that you may, at your option, sell said property en masse regardless of the number of parcels hereby conveyed.

BORROWER'S RIGHT TO REINSTATE: Notwithstanding your acceleration of the sums secured by this Mortgage due to our breach, we shall have the right to have any proceedings begun by you to enforce this Mortgage discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the Power of Sale set forth in the preceding paragraph, or (ii) entry of a judgment enforcing the Mortgage if: (a) we pay to you all sums which would then be due under this Mortgage and the Note had no acceleration occurred; (b) we cure all breaches of any other covenants or agreements of us contained in this Mortgage; (c) we pay all reasonable expenses incurred by you in enforcing the covenants and agreements of us contained in this Mortgage, and in enforcing your remedies as provided in the paragraph set forth hereinabove entitled "ACCELERATION; REMEDIES", including, but not limited to, reasonable attorneys' fees; and (d) we take such action as you may reasonably require to assure that the lien of this Mortgage, your interest in the Property and our obligation to pay the sums secured by this Mortgage and the Note shall continue unimpaired. Upon such payment and cure by us this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

RELEASE: This Mortgage shall continue in full force and effect until all of the indebtedness (including future advances) secured by this Mortgage shall have been paid in full, you shall have no further obligation to extend any credit to us under the Note, and you shall have executed and delivered to us a release or satisfaction of this Mortgage in recordable form, even though from time to time and for extended periods of time there may be no indebtedness owed to you under the Note described above and no other indebtedness hereby secured, it being the intention of the Borrower that this Mortgage and the title to the mortgaged premises hereby conveyed to you shall remain in full force and effect and shall secure all indebtedness described above in this Mortgage whether now owed or hereafter incurred at any time prior to termination of this Mortgage by the means just described. You agree to execute and deliver to us a release or satisfaction of this Mortgage within a reasonable time after written demand therefore at any time there is no indebtedness secured by this Mortgage and no obligation on the part of you to extend any credit to us under the Note. We shall pay all costs of recordation of such release.

ATTORNEY FEES: As used in this Mortgage and the Note, "attorney fees" shall include any attorney fees awarded by an appellate court.

WAIVERS: To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Mortgage and hereby waive the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

BINDING EFFECT: Each of us shall be fully responsible for all of the promises and agreements in this Mortgage. Until the Note has been paid in full and your obligation to make further advances under the Note has been terminated, the provisions of this Mortgage will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Mortgage is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Note and this Mortgage, and provided any obligation to make further advances under the Note has terminated, this Mortgage and your rights in the Premises shall end.

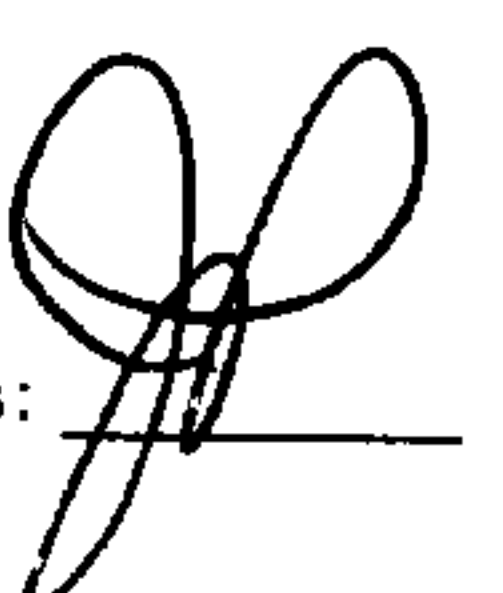
NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at

MBNA America (Delaware), N.A.

1100 North King Street, Wilmington, DE 19884-1112

or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

WAIVER OF HOMESTEAD EXEMPTION: We waive the benefit of our Homestead Exemption as to the indebtedness secured by the Agreement or Note and this Mortgage.



WITNESS:

Montgagor: (SEAL)

This instrument was prepared by

[Space Above This Line For Recording Data]

INTER VIVOS REVOCABLE TRUST RIDER

After Recording Return To:

MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

Prepared By:

KEITH W. DEAN
MBNA America (Delaware),
N.A.

1100 North King Street
Wilmington
DE 19884-1112

Phone: (866) 751-1255

51-01021278
[Escrow/Closing #]

0003258317107003
[Doc ID #]

DEFINITIONS USED IN THIS RIDER.

(A) "Revocable Trust." The

Trust created under trust instrument dated
JULINNEY A. PACE

, for the benefit of

(B) "Revocable Trust Trustee(s)."
JULINNEY A. PACE

trustee(s) of the Revocable Trust.

MULTISTATE INTER VIVOS REVOCABLE TRUST RIDER

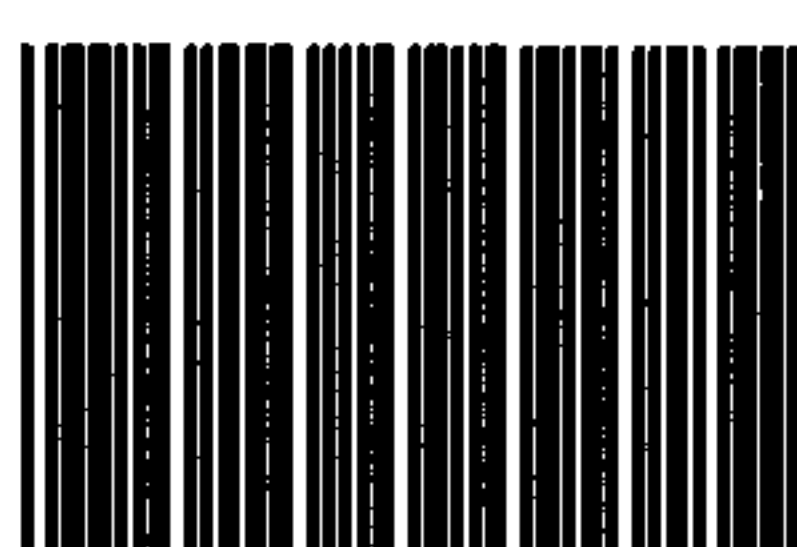
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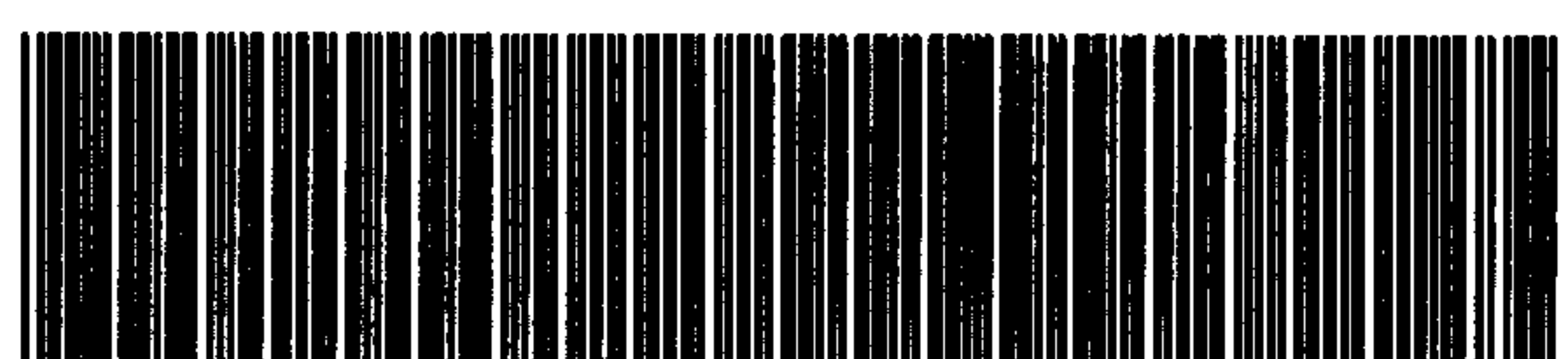
CHL (05/02)(d)

VMP MORTGAGE FORMS - (800)521-7291

Initials: 
12/99



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* 0 3 2 5 8 3 1 7 1 0 0 0 0 2 3 7 2 R *

(C) "Revocable Trust Settlor (s)."
JULINNEY A. PACE

settlor (s) of the Revocable Trust signing below.

(D) "Lender."
MBNA America (Delaware), N.A.

(E) "Security Instrument." The Deed of Trust, Mortgage or Security Deed and any riders thereto of the same date as this Rider given to secure the Note to Lender of the same date made by the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s) and any other natural persons signing such Note and covering the Property (as defined below).

(F) "Property." The property described in the Security Instrument and located at:
105 CANYON TRAIL
PELHAM, AL 35124
[Property Address]

THIS INTER VIVOS REVOCABLE TRUST RIDER is made this EIGHTEENTH day of JULY, 2003, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, the Revocable Trust Trustee(s), and the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows:

A. INTER VIVOS REVOCABLE TRUST.

1. CERTIFICATION AND WARRANTIES OF REVOCABLE TRUST TRUSTEE(S).

The Revocable Trust Trustee(s) certify to Lender that the Revocable Trust is an inter vivos revocable trust for which the Revocable Trust Trustee(s) are holding full title to the Property as trustee(s).

The Revocable Trust Trustee(s) warrants to Lender that (i) the Revocable Trust is validly created under the laws of the State of ; (ii) the trust instrument creating the Revocable Trust is in full force and effect and there are no amendments or other modifications to the trust instrument affecting the revocability of the Revocable Trust; (iii) the Property is located in the State of ALABAMA ; (iv) the Revocable Trust Trustee(s) have full power and authority as trustee(s) under the trust instrument creating the Revocable Trust and under applicable law to execute the Security Instrument, including this Rider; (v) the Revocable Trust Trustee(s) have executed the Security Instrument, including this Rider, on behalf of the Revocable Trust; (vi) the Revocable Trust Settlor(s) have executed the Security Instrument, including this Rider, acknowledging all of the terms and conditions contained therein and agreeing to be bound thereby; (vii) only the Revocable Trust Settlor(s) and the Revocable Trust Trustee(s) may hold any power of direction over the Revocable Trust; (viii) only the Revocable Trust Settlor(s) hold the power to direct the Trustee(s) in the management of the Property; (ix) only the Revocable Trust Settlor(s) hold the power of revocation over the Revocable Trust; and (x) the Revocable Trust Trustee(s) have not been notified of the existence or assertion of any lien, encumbrance or claim against any beneficial interest in, or transfer of all or any portion of any beneficial interest in or powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or power of revocation over the Revocable Trust.

2. NOTICE OF CHANGES TO REVOCABLE TRUST AND TRANSFER OF POWERS OVER REVOCABLE TRUST TRUSTEE(S) OR REVOCABLE TRUST OR BOTH; NOTICE OF CHANGE OF REVOCABLE TRUST TRUSTEE(S); NOTICE OF CHANGE OF OCCUPANCY OF THE PROPERTY; NOTICE OF TRANSFER OF BENEFICIAL INTEREST IN REVOCABLE TRUST.

The Revocable Trust Trustee(s) shall provide timely notice to Lender promptly upon notice or knowledge of any revocation or termination of the Revocable Trust, or of any change in the holders of the powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust, as the case may be, or of any change in the holders of the power of revocation over the Revocable Trust, or both, or of any change in the trustee(s) of the Revocable Trust (whether such change is temporary or permanent), or of any change in the occupancy of the Property, or of any sale, transfer, assignment or other disposition (whether by operation of law or otherwise) of any beneficial interest in the Revocable Trust.

B. ADDITIONAL BORROWER(S).

The term "Borrower" when used in the Security Instrument shall refer to the Revocable Trust, the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s), jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby, or both) covenants and agrees that, whether or not such party is named as "Borrower" on the first page of the Security Instrument, each covenant and agreement and undertaking of "Borrower" in the Security Instrument shall be such party's covenant and agreement and undertaking as "Borrower" and shall be enforceable by Lender as if such party were named as "Borrower" in the Security Instrument.

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE REVOCABLE TRUST.

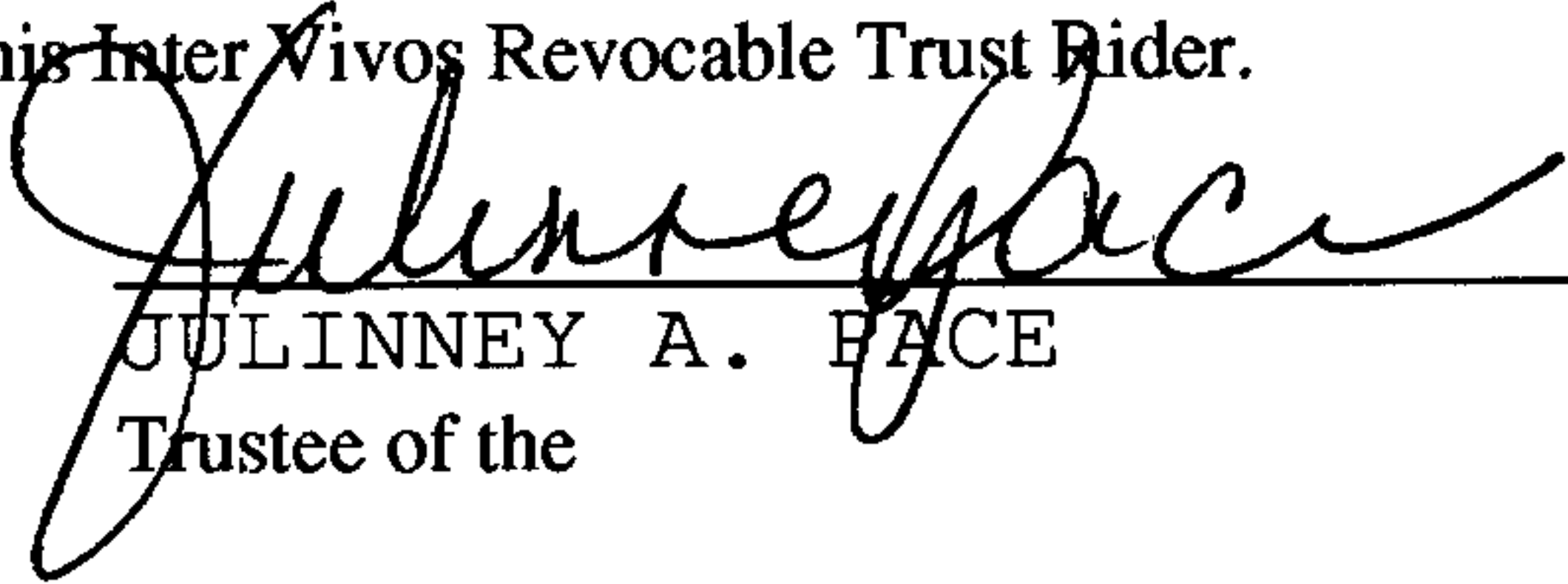
Uniform Covenant 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Revocable Trust.

If, without Lender's prior written consent, (i) all or any part of the Property or an interest in the Property is sold or transferred or (ii) there is a sale, transfer, assignment or other disposition of any beneficial interest in the Revocable Trust, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Inter Vivos Revocable Trust Rider.



JULINNEY A. PACE
Trustee of the

Trust under trust instrument dated _____ ,
for the benefit of
JULINNEY A. PACE

- Borrower

Trustee of the

Trust under trust instrument dated _____ ,
for the benefit of

- Borrower

SCHEDULE "A"

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF SHELBY, AND STATE OF ALABAMA, TO-WIT:

LOT 56, ACCORDING TO THE SURVEY OF CANYON PARK TOWNHOMES, AS RECORDED IN MAP BOOK 19 PAGE 19, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. SUBJECT TO THE TAXES FOR THE YEAR BEGINNING OCTOBER 1, 1994, WHICH CONSTITUTES A LIEN, BUT ARE NOT YET DUE AND PAYABLE UNTIL OCTOBER 1, 1995.
2. BUILDING SETBACK LINE OF 15 FEET RESERVED FROM CANYON TRAIL AS SHOWN BY PLAT.
3. RESTRICTIONS, COVENANTS AND CONDITIONS AS SET OUT IN INSTRUMENT(S) RECORDED AS INSTRUMENT #1994-35220 IN PROBATE OFFICE.
4. TRANSMISSION LINE PERMIT(S) TO ALABAMA POWER COMPANY AS SHOWN BY INSTRUMENT(S) RECORDED IN DEED 223, PAGE 80; DEED 102, PAGE 397; DEED 127, PAGE 597 AND DEED 134 PAGE, 37 IN PROBATE OFFICE.
5. RIGHTS OF OWNERS OF PROPERTY ADJOINING PROPERTY IN AND TO THE JOINT OR COMMON RIGHTS IN BUILDING SITUATED ON SAID LOTS, SUCH RIGHTS INCLUDE BUT ARE NOT LIMITED TO ROOF, FOUNDATION, PARTY WALLS, WALKWAY AND ENTRANCE.

BEING THE SAME PROPERTY CONVEYED TO JULINNEY PACE, AN UNMARRIED WOMAN

BY DEED FROM J. E. BISHOP HOMES, INC., A CORPORATION
RECORDED 07/27/1995, IN DEED BOOK 1995, PAGE 20027

TAX ID# 136132004056000