

DURATION OF MORTGAGE. This Mortgage will remain in effect until my Account is closed and my Indebtedness is paid in full, and I cancel my Mortgage by filing a written cancellation instrument signed by Lender. I understand that, after my Indebtedness is paid in full, I may request Lender to provide me with such a cancellation instrument by writing to Lender at its main office or at another office that Lender tells me to write to. Lender may delay providing me with such a mortgage cancellation instrument for up to sixty (60) days following receipt of my written request.

PROHIBITIONS REGARDING MORTGAGED PROPERTY. So long as this Mortgage remains in effect, I agree not to, without Lender's prior written consent: (a) sell, assign, transfer or convey the mortgaged Property; (b) do or fail to do anything or permit anything to be done that may in any way impair Lender's security interests and rights in and to the mortgaged Property (for example, fail to maintain required insurance on the Property, fail to maintain the Property, allow a tax lien that primes Lender's security interest to be filed against the Property, allow a prior lienholder to foreclose on the Property or allow another creditor to enforce a judgment against the Property.)

REPRESENTATIONS AND WARRANTIES CONCERNING THE MORTGAGED PROPERTY. Except as previously disclosed to Lender in writing, I am representing and warranting that: (a) I am and will continue to be the lawful owner of the mortgaged Property; (b) I have the right to mortgage the Property to Lender; (c) the security rights and interest granted under this Mortgage will at no time become subordinate or junior to any security rights, interests, Encumbrances, or claims of, or in favor of, any person, firm, corporation, or other entity; and (d) this Mortgage is binding upon me as well as my heirs, successors, legatees, administrators, executors, representatives and assigns, and is legally enforceable in accordance with its terms. The above representations and warranties, and all other representations and warranties contained in this Mortgage, are and will be continuing in nature and will remain in full force and effect until such time as this Mortgage is cancelled in the manner provided above.

EXISTING MORTGAGE LOAN. I have previously disclosed to Lender that the lien of this Mortgage is junior and inferior to an existing mortgage loan in favor of N/A, which existing mortgage loan has a current principal balance outstanding of approximately U.S. \$ _____. I agree that any default under my existing mortgage loan will also be considered an Event of Default under this Mortgage, at the option of Lender. I further agree not to modify, amend, extend, or renew my existing mortgage loan, or my existing mortgage, without the prior written consent of Lender. I additionally agree not to request or accept further advances under my existing mortgage loan without Lender's prior written consent, where such further advances may be secured by the mortgaged Property with possible preference and priority over the lien of this mortgage.

ABANDONMENT; USE OF MORTGAGED OF PROPERTY. So long as this Mortgage remains in effect, I agree not to abandon, or permit others to abandon, or commit waste of, or destroy the mortgaged Property. I further agree to observe and abide by and to cause others to observe and abide by all laws, rules, regulations and ordinances, as well as all policies of insurance, affecting the mortgaged Property or its use.

REQUIRED INSURANCE. I agree to maintain insurance on the Property at my expense for as long as this Mortgage remains in effect. This insurance is to be in the amounts and of the types required by Lender and must be issued by a financially responsible insurance company or companies acceptable to Lender. I agree to name Lender as a lender loss payee beneficiary under such insurance policies, which must contain noncontributory lender loss payable clauses in Lender's favor. My policies of insurance must also contain a provision prohibiting the cancellation or alteration of such insurance without at least ten (10) days' prior written notice to Lender. I further agree to provide Lender with originals or certified copies of such insurance policies along with evidence that I have paid the policy premiums and all renewal premiums when due. If Real Property is located in an area designated by the Director of the Federal Emergency Management Agency, as a special flood hazard area, I agree to obtain and maintain Federal Flood Insurance equal to my Equity Express Account credit limit, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

I further agree that Lender shall have the right to directly receive all proceeds payable under my insurance policies. Should I receive any such insurance proceeds, I agree immediately to turn such proceeds over and pay the same to Lender. Lender may apply such insurance proceeds at its sole option and discretion (after payment of all reasonable costs, expenses and attorneys' fees incurred by Lender), for the purpose of (a) repairing, replacing or restoring the lost, stolen or damaged Property, or (b) reducing the outstanding balance of the Indebtedness, and repaying all Additional Advances that Lender may have advanced on my behalf as provided under this Mortgage, together with interest thereon, in the manner provided under this Mortgage.

INSURANCE ESCROW PAYMENTS. I agree to make monthly payments to Lender in an amount or amounts estimated by Lender to be sufficient to pay insurance premiums with regard to my Property on an annual basis. I further agree that such funds are to be held by Lender in escrow on my behalf in a noninterest-bearing account, with Lender being authorized to pay my insurance premiums out of such funds as they become due. In the event that my insurance escrow payments are not sufficient to pay my insurance premiums, I agree immediately to pay Lender any remaining balance.

TAXES. I agree to promptly pay when due all taxes, local and special assessments and other governmental charges of every type and description that may from time to time be imposed, assessed, or levied against the mortgaged Property. I further agree to provide Lender with evidence that such taxes, assessments and other governmental charges have been paid in full and in a timely manner.

TAX ESCROW PAYMENTS. I agree to make monthly payments to Lender in an amount or amounts estimated by Lender to be sufficient to pay taxes with regard to my Property on an annual basis. I further agree that such funds may be held by Lender in escrow on my behalf in a noninterest-bearing account, with Lender being authorized to pay my taxes out of such funds as they become due. In the event that my tax escrow payments are not sufficient to pay my taxes, I agree to pay immediately Lender any remaining balance.

ALTERATIONS. I agree not to, without Lender's prior written consent, demolish, remove, construct, restore, add to, or alter any building(s) or other improvements to the mortgaged Property. Lender may condition its consent to permit me to demolish or to remove any improvements to the Property upon my agreement to replace such improvements with new improvements of at least equal value satisfactory to Lender.

INSPECTION OF MORTGAGED PROPERTY. I agree that Lender or Lender's agents may periodically inspect the mortgaged Property at all reasonable times.

REPAIRS AND MAINTENANCE. I agree to keep and maintain, and to cause others to keep and maintain, the mortgaged Property in good order, repair and condition at all times while this Mortgage remains in effect. I further agree to pay when due all claims for work done on, or services rendered or material furnished in connection with the mortgaged Property so that no Encumbrance may ever attach to or be filed against the Property.

ADDITIONAL ADVANCES; INTEREST. Should I fail to maintain insurance on the mortgaged Property, or fail to pay taxes, assessments and other governmental charges when due, or should I fail to repair and maintain the Property as required under this Mortgage, then Lender shall have the right, at Lender's sole option and without any responsibility or liability to do so, to purchase such insurance on my behalf (including insurance protecting only Lender's interests in the Property), to pay such taxes, assessments and governmental charges, and to make necessary repairs to the Property. Should I default under any other loan or extension of credit directly or indirectly secured by the mortgaged Property, or should the mortgaged Property become subject to or threatened with seizure and/or sale, then Lender shall have the additional right, again at Lender's sole option and discretion and without any responsibility or liability to do so, to cure such default(s) or to cause such default(s) to be cured, whether by making payments on my behalf or by taking such other actions as Lender may deem to be necessary and proper within its sole discretion. All such Additional Advances that Lender may advance on my behalf during the existence of this Mortgage, as well as Lender's additional expenses as further provided under this Mortgage, shall be secured by this Mortgage. I agree to reimburse Lender immediately for all additional sums that Lender may advance for such purposes together with interest thereon at the rate as provided under my Account Agreement from the date of each Additional Advance under this Mortgage until I repay Lender in full.

DEFAULT. The following are Events of Default under this Mortgage:

Default Under Indebtedness. Should I fail to meet the repayment terms of my Indebtedness or any other obligations as specified under my Account Agreement.

Default Under Mortgage. Should any action or inaction by me adversely affect Lender's security interest in my Property. For example, if I transfer title to the Property or sell the Property without Lender's permission, if I fail to maintain required insurance on the Property, if I fail to maintain the Property, if a tax lien that primes Lender's security interest is filed against the Property or all or part of the Property is taken by eminent domain, if the Property is foreclosed on by a prior lienholder, or if another creditor attempts to enforce a judgment against the Property.

Death. Should my death result in an impairment of your security interest in my Property.

False Statements. Should I materially misrepresent any information, warranty or representation with regard to my Indebtedness, including but not limited to material misrepresentations in my credit application or financial statements that I provide to Lender, and any correspondence or discussions that I may have with Lender regarding my Indebtedness.

LENDER'S RIGHTS IN EVENT OF DEFAULT. Should one or more Events of Default occur or exist under this Mortgage, Lender shall have the following rights in addition to any other rights Lender may have:

Accelerate Payment. To accelerate payment of any and all amounts which I may owe to Lender under my Account, in principal, interest, costs, expenses, attorneys' fees and other fees and charges, as well as all Additional Advances that Lender may have advanced on my behalf, as provided under this Mortgage, together with interest thereon.

Foreclosure. To commence appropriate foreclosure proceedings under this Mortgage under ordinary or executory process, under which Lender may cause the mortgaged Property to be immediately seized and sold, with or without appraisal, in regular session of court or in vacation, in accordance with applicable Alabama law, without the necessity of further demanding payment from me, or of notifying me, or of placing me in default.

Waivers. I agree that no delay or failure of the Lender to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Lender'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 written instrument signed by me and signed on behalf of the Lender by one of its duly authorized representatives.

Cumulative Remedies. I agree that the above remedies are cumulative in nature and nothing under this Mortgage shall limit or restrict the remedies available to Lender following any Event of Default under this Mortgage.

Receiver. After default by me, the Lender, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this Mortgage, shall be entitled to the appointment by a 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.

APPLICATION OF PROCEEDS. Lender may apply any proceeds derived or to be derived from the sale or other disposition of the mortgaged Property first to the reimbursement of any additional expenses incurred by Lender in connection therewith, including Lender's attorneys' fees and court costs; and then to the payment of any Additional Advances that Lender may advance on my behalf, together with interest thereon as provided under this Mortgage; and then to the payment of my Indebtedness in favor of Lender, in such order and with such priorities as Lender may determine within its sole discretion.

PROTECTION OF LENDER'S SECURITY RIGHTS. I agree to be fully responsible for any losses that Lender may suffer as a result of anyone other than Lender asserting any rights to or interest in the mortgaged Property. I agree to appear in and to defend all actions or proceedings purporting to affect Lender's security rights and interests. Should I fail to do what is required of me under this Mortgage, or if any action or proceeding is commenced naming Lender as a party, or affecting Lender's security interests or the rights and powers granted under this Mortgage, then Lender may, without releasing me from any of my obligations, do whatever Lender believes is necessary and proper within its sole discretion, including making Additional Advances on my behalf as provided herein, to protect the security of this Mortgage. Should the reappraisal of the mortgaged Property occur, whether to comply with appropriate regulatory requirements or otherwise, I agree to pay the costs of such appraisal or reappraisals or to reimburse Lender for the costs thereof.

INDEMNIFICATION OF LENDER. I further agree to indemnify, to defend and to save and hold Lender harmless from any and all claims, suits, obligations, damages, losses, costs and expenses (including Lender's attorneys' fees), demands, liabilities penalties, fines and forfeitures of any nature whatsoever, that may be asserted against or incurred by Lender, arising out of or in any way occasioned by this Mortgage or the rights and remedies granted to and in favor of Lender hereunder.

ADDITIONAL WAIVERS. In granting this Mortgage, I am waiving any homestead and other exemptions from seizure with regard to the mortgaged Property to which I may be entitled under the laws of the State of Alabama. I am also waiving the production of Mortgage, Conveyance and any and all other Certificates and relieve and release the Notary Public before whom this Mortgage was passed from all responsibility and liability in connection therewith. I am further relinquishing all rights of dower and curtesy in the Real Estate.

GENERAL PROVISIONS. The following general provisions are a part of this Mortgage:

Joint and Several Liability. When there is more than one Mortgagor under this Mortgage, our obligations to Lender shall be on a "joint and several" basis. We further agree that either or any of us, acting alone or with others, may obtain additional advances under the Account, without further necessity that all of us further agree, concur, or join in each such loan or other extension of credit.

Notices. All required notices under this Mortgage shall be in writing and shall be effective when deposited in the United States mail, postage prepaid, addressed to the person to whom the notice is to be given at the address shown above, or at such other addresses as any party may designate to the other(s) in writing. If there is more than one Mortgagor under this Mortgage, notice given to any Mortgagor shall constitute notice to all Mortgagors.

Waiver of Additional Rights. I agree that any failure or delay on the part of Lender to exercise any of the rights and remedies granted under this Mortgage shall not constitute a waiver of such rights and remedies. Any waiver or forbearance on the part of Lender shall be effective against Lender only if agreed to in writing.

Governing Law. This Mortgage shall be governed by and interpreted in accordance with the laws of the State of Alabama.

Successors and Assigns. My obligations under this Mortgage shall be binding upon my heirs, administrators, executors, successors and assigns, as well as upon any person, firm or corporation subsequently acquiring title to or ownership of the mortgaged Property, whether in whole or in part.

Taxation of Mortgages. Should there be any change in local, Alabama or federal law with regard to taxation of mortgages, I agree to pay any taxes, assessments or charges that my be imposed on Lender as a result of this Mortgage.

Severability. If any provision of this Mortgage is deemed to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity and enforceability of the remaining provisions of this Mortgage.

Caption Headings. The caption headings in this Mortgage are for convenience purposes only and are not to be construed as a summary of each provision of this Mortgage.

DEDUCTIBILITY OF INTEREST. I acknowledge and agree that Lender has made no representation or warranties to me and has in no way advised me as to whether interest and other Finance Charges under my Account with Lender are or will be deductible for purposes of federal, state or local income or other taxation.

THUS DONE AND PASSED, on the day, month and year first written above, in the presence of the undersigned Notary and the undersigned competent witnesses, who hereunto sign their names with Mortgagor after reading of the whole.

WITNESS:

WITNESS:

MORTGAGOR:

Phillip A. Powell

MORTGAGOR:

Kristin Powell

ACKNOWLEDGEMENT

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned authority, a notary public, in and for said County in said State, hereby certify that Phillip A Powell and wife, Kristin Powell whose name(s) is (are) signed to the foregoing conveyance, and who is (are) known to me, acknowledged before me on this day that being informed of the contents of said conveyance who are known to me executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12th day of November, 2003.

Denise L. Jensen (Seal)
Notary Public
My Commission Expires 3/26/2004

Exhibit "A":

Lot 22, according to the survey of Buck Creek Landing, as recorded in Map Book 20, Page 136, in the Probate Office of Shelby County, Alabama.

Source of Title: Inst # 1998-32351

Instrument prepared by:
Denise Tesseneer
Sloss Federal Credit Union
3000 Winewood Road
Birmingham AL 35215