

Return To:
Castle Mortgage Corporation

701 Montgomery Highway South
- Suite 203
Vestavia Hills, AL 35216


20040326000156760 Pg 1/45 299.75
Shelby Cnty Judge of Probate, AL
03/26/2004 12:38:00 FILED/CERTIFIED

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MORTGAGE

MIN100194600010383157

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated March 11th, 2004 , together with all Riders to this document.

(B) "Borrower" is Janmari Jones, AS TRUSTEE OF THE JANMARI JONES REVOCABLE MANAGEMENT TRUST, DATED SEPTEMBER 5, 2001

Borrower is the mortgagor under this Security Instrument.

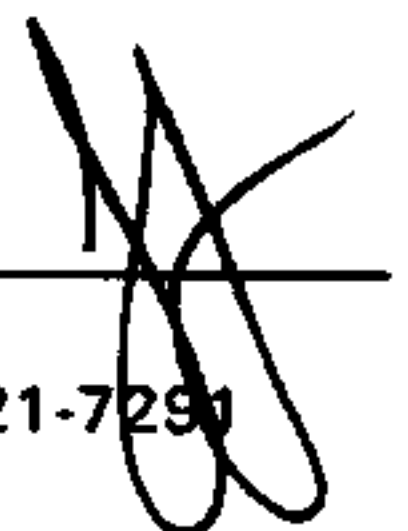
(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

ALABAMA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Form 3001 1/01

 -6A(AL) (0005)

Page 1 of 15

Initials: 

VMP MORTGAGE FORMS - (800)521-7291

Reli

(D) "Lender" is CASTLE MORTGAGE CORPORATION
CASTLE MORTGAGE CORPORATION

Lender is a Corporation or Entity
organized and existing under the laws of Delaware

Lender's address is

701 MONTGOMERY HWY S, SUITE 203 VESTAVIA HILLS AL 35216-1833

(E) "Note" means the promissory note signed by Borrower and dated March 11th, 2004

The Note states that Borrower owes Lender

One Hundred Four Thousand Five Hundred and 00/100 Dollars

(U.S. \$104,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than April 1st, 2019

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the
Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges
due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following
Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☒ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,
ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,
non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other
charges that are imposed on Borrower or the Property by a condominium association, homeowners
association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by
check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic
instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit
or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller
machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse
transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid
by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)
damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the
Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the
value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,
the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the
Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its
implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to
time, or any additional or successor legislation or regulation that governs the same subject matter. As used
in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard
to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage
loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or
not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably mortgages, grants and conveys to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the Probate of SHELBY :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

Unit 163, in Cambrian Wood Condominium located in Shelby County, Alabama, as established by Declaration of Condominium, Bylaws and Amendments thereto as recorded in Misc. Book 12, Page 87, in the Probate Office of Shelby County, Alabama, and amended by Misc. Book 13, Page 2; Misc. Book 13, Page 4 and Misc. Book 13, Page 344, in said Probate Office, together with an undivided interest in the common elements as set forth in said declaration, as recorded in Map Book 6, Page 62, in the Probate Office of Shelby County, Alabama.

Parcel ID Number: 10-1-02-0-993-081.070

which currently has the address of

163 CAMBRIAN WAY

[Street]

BIRMINGHAM

[City] , Alabama 35242

[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this

Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts

due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

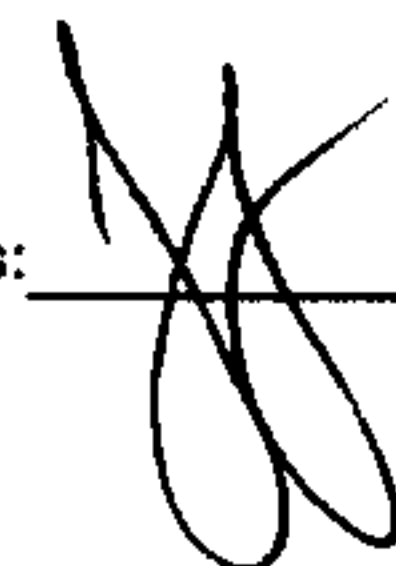
The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the



lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

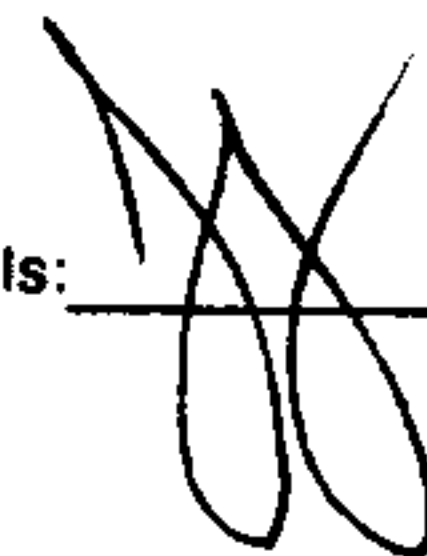
18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give 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.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA



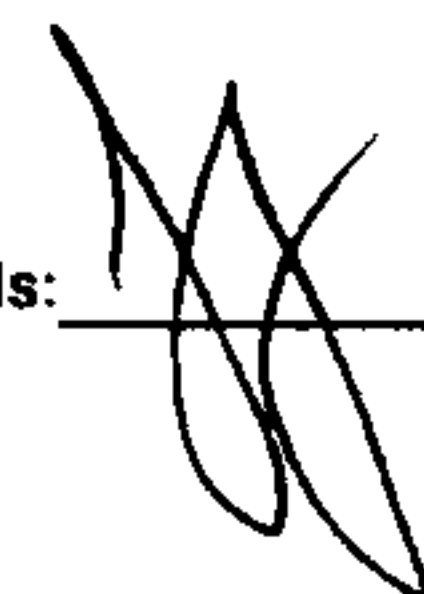
requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes 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; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.



NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

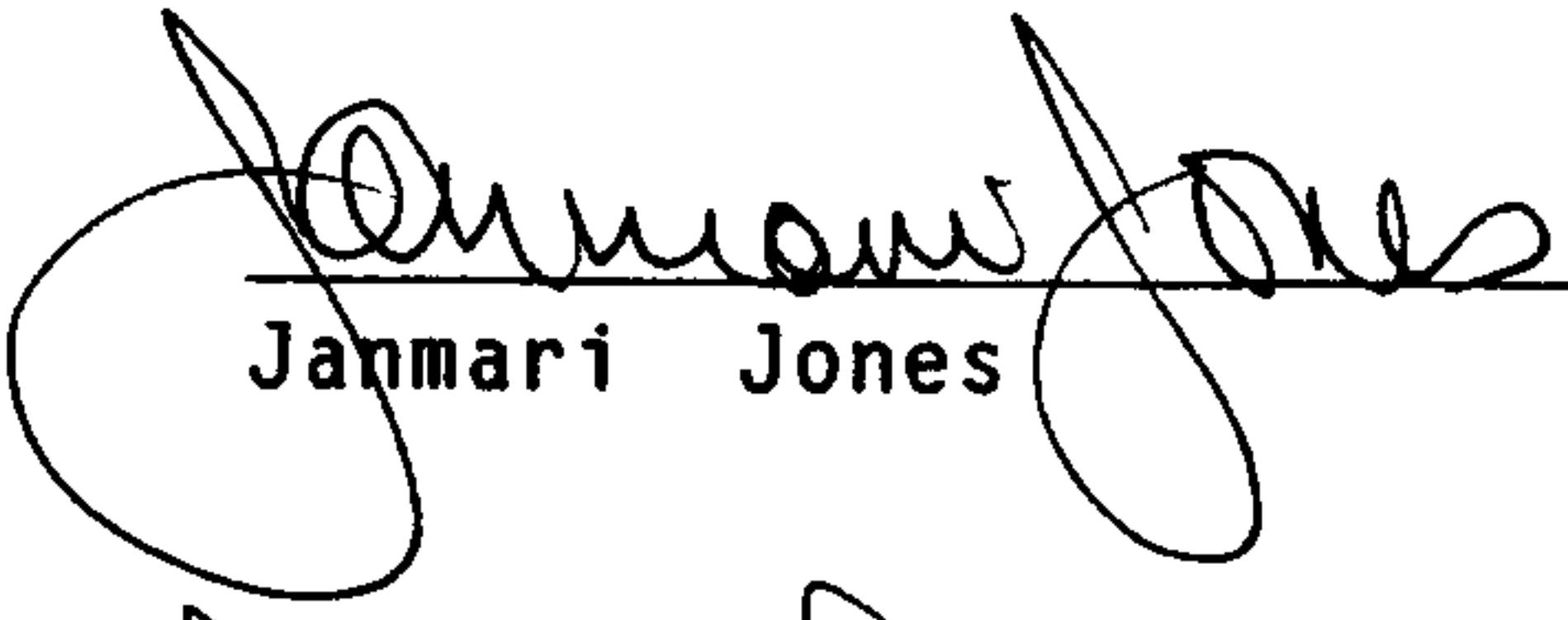
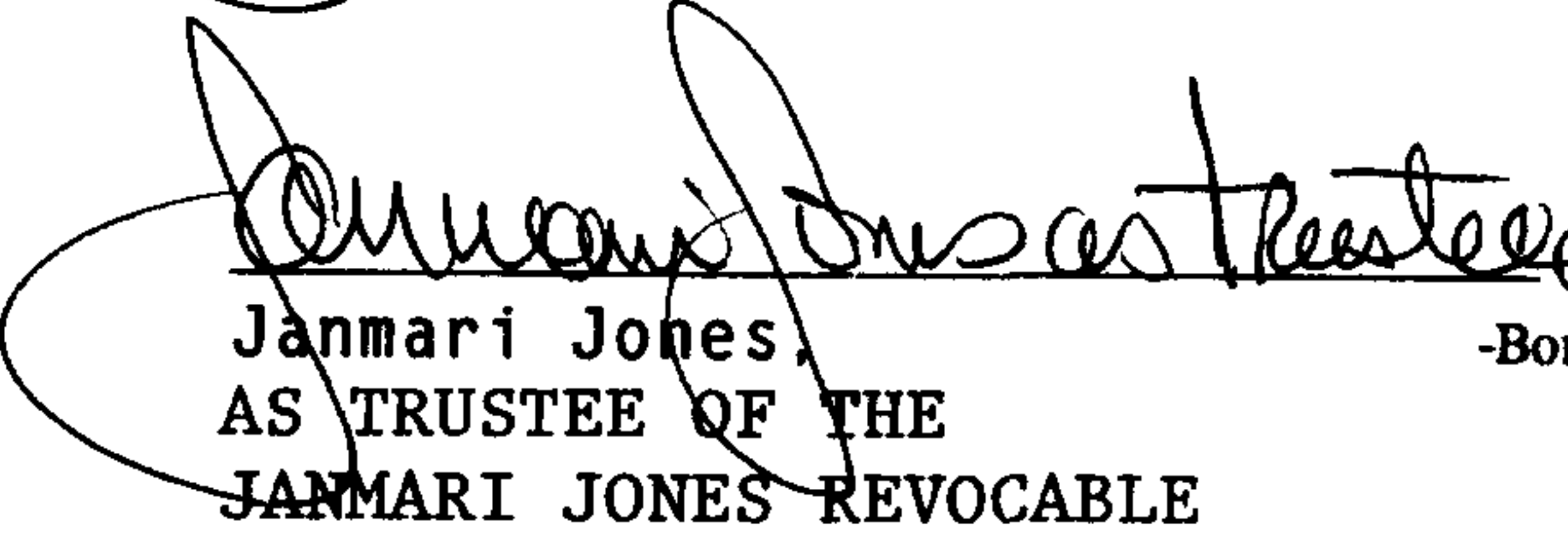
If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in Section 15. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in SHELBY County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waivers. Borrower waives all rights of homestead exemption in the Property and relinquishes all rights of curtesy and dower in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

_____	 Janmari Jones (Seal) -Borrower
_____	 Janmari Jones, AS TRUSTEE OF THE JANMARI JONES REVOCABLE MANAGEMENT TRUST (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

STATE OF ALABAMA, JEFFERSON

County ss:

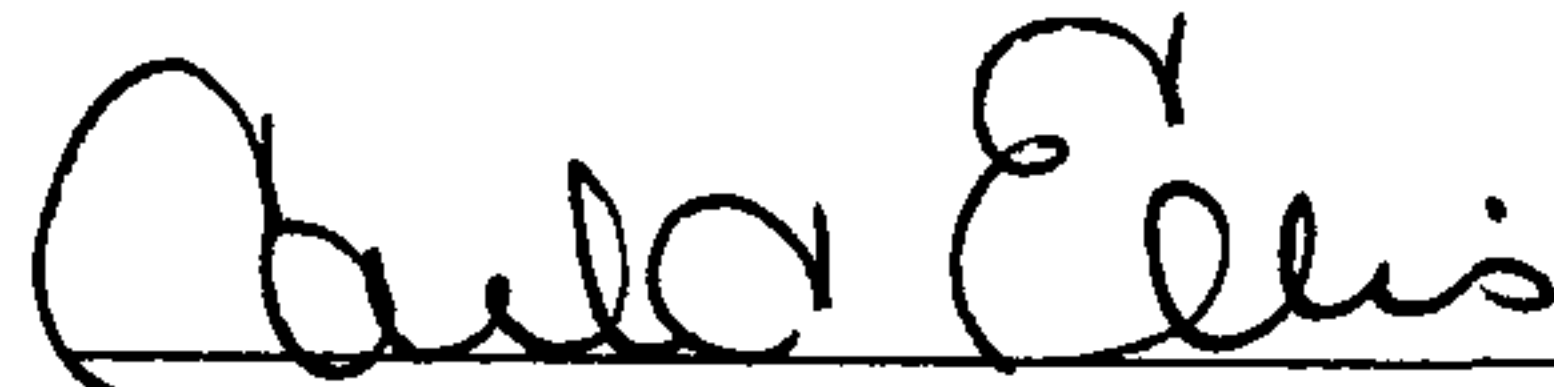
On this 11th day of March, 2004, I,
THE SAID UNDERSIGNED,
a Notary Public in and for said county and in said state, hereby certify that
JANMARI JONES, AN UNMARRIED PERSON,

whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily and as his/her/their act on the day the same bears date.

Given under my hand and seal of office this 11th day of March, 2004.

My Commission Expires:

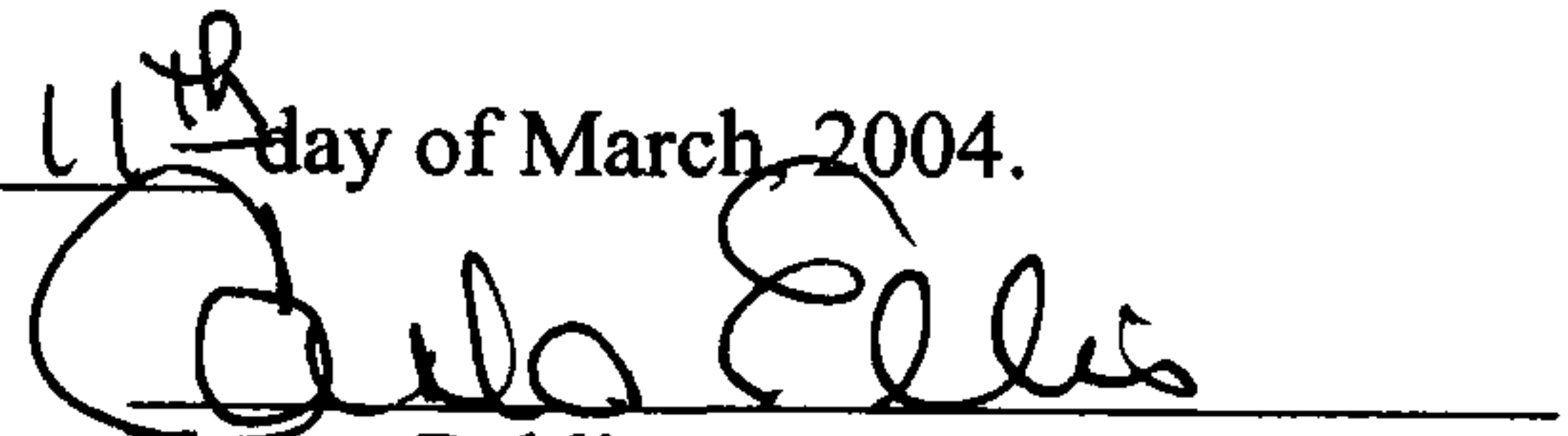
9/6/07


Notary Public

STATE OF ALABAMA 0
COUNTY OF JEFFERSON 0

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Janmari Jones, as Trustee of the Janmari Jones Revocable Management Trust, dated September 5th, 2001, 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 this instrument, she, executed the same voluntarily in her capacity as Trustee for Janmari Jones Revocable Management Trust, dated September 5th, 2001 on the day the same bears date.

Given under my hand and seal of office, this the 11th day of March, 2004.


Notary Public

My Commission Expires: 9/6/07

STEWART & ASSOCIATES, P.C.
3595 GRANDVIEW PARKWAY
SUITE 350

BIRMINGHAM, ALABAMA 35243
VMP-6A(AL) (0005)

Btm



CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 11th day of March, 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

CASTLE MORTGAGE CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 163 CAMBRIAN WAY, BIRMINGHAM, AL 35242

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

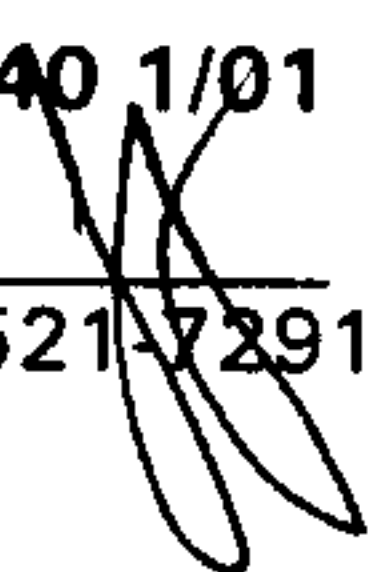
B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance,

MULTISTATE CONDOMINIUM RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP-8R (0008)

Form 3140 1/01

Page 1 of 3

Initials: 

VMP MORTGAGE FORMS - (800)521-7291

then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

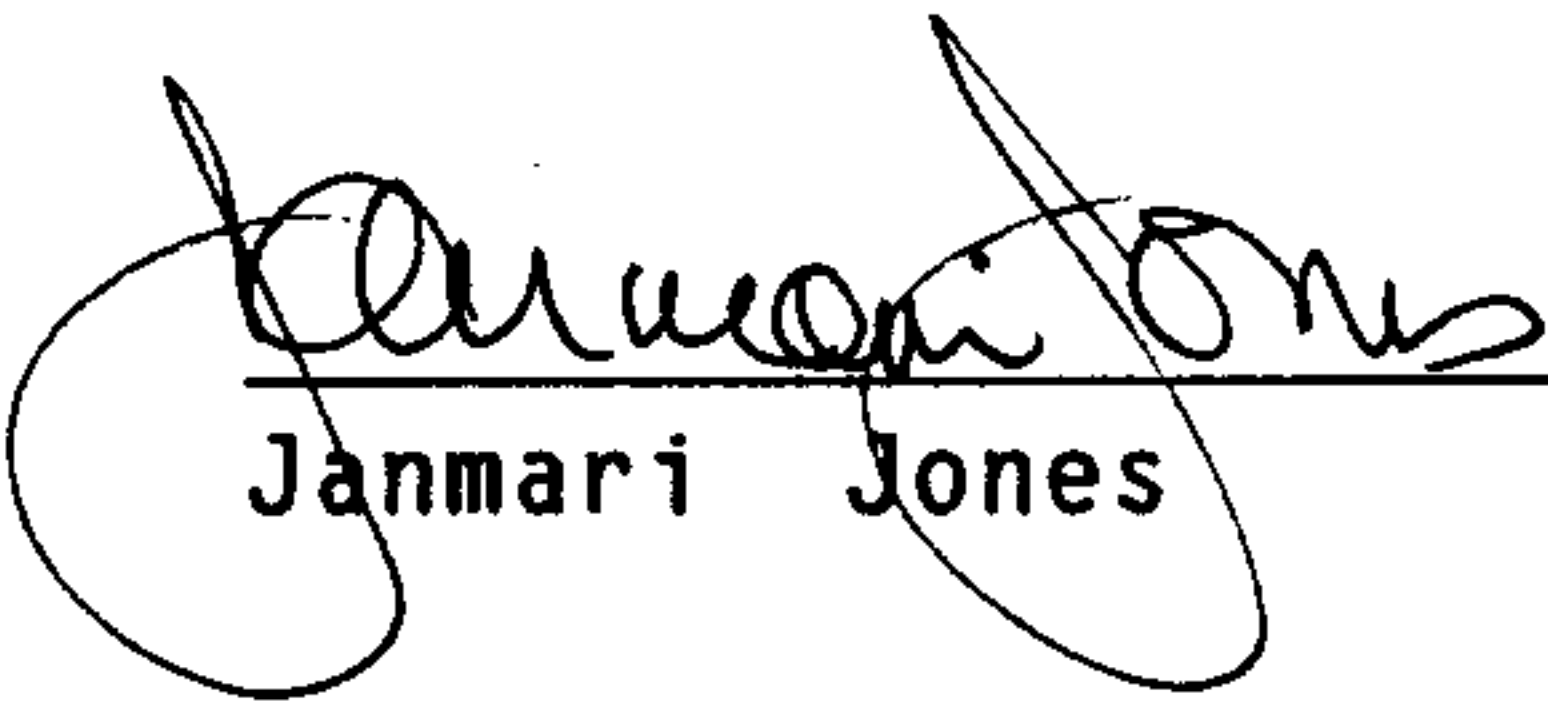
C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

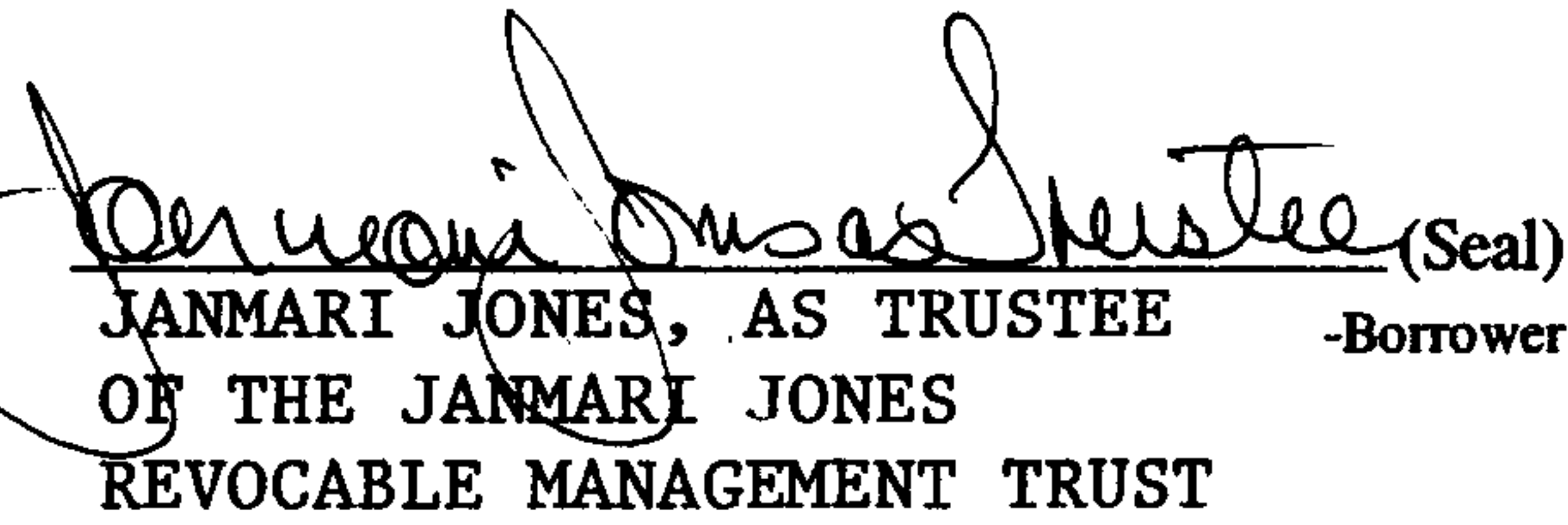
E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.


Janmari Jones

(Seal)
-Borrower


JANMARI JONES, AS TRUSTEE
OF THE JANMARI JONES
REVOCABLE MANAGEMENT TRUST

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

JANMARI JONES

REVOCABLE MANAGEMENT TRUST

THIS AGREEMENT, made and entered into on this the 14th day of May, 2002, by and between JANMARI JONES (hereinafter sometimes referred to as "Grantor"), and JANMARI JONES (hereinafter sometimes referred to as the "Trustee"), as follows:

WITNESSETH:

WHEREAS, the Grantor desires to grant, out of her present holdings and property, and create therewith a trust, which shall be for the benefit of the Grantor, and her children, David B. Williams and Joy B. Huggett; and

WHEREAS, the said Trustee hereinabove named has agreed to accept said trusteeship, and all interest and property which may come to it by reason of this Agreement, for the benefit and use of the Grantor, all in accordance with the provisions hereinafter set forth;

WHEREAS, the Grantor may hereafter cause certain policies of insurance to be made payable to the Trustee, and may hereafter desire to make gifts of other property to the Trustee during her lifetime or by means of provisions in her Last Will and Testament;

NOW, THEREFORE, in consideration of the premises and the love and affection which Grantor has for the beneficiaries hereinafter mentioned, and of other good and valuable considerations by her received, Grantor does hereby direct that the proceeds of said policies of insurance, and any other property, whether real or personal, received by the Trustee shall be held by it, for the uses and purposes, upon the terms and conditions, and with the powers and duties hereinafter stated.

I

INTRODUCTION

1. As of the date of this Trust Agreement, Grantor has one son, whose name is David B. Williams (hereinafter referred to as Grantor's "son"), and one daughter, whose name is Joy B. Huggett (hereinafter referred to as Grantor's "daughter"). For the purposes of this Trust Agreement, references to Grantor's "children" shall mean both Grantor's son and Grantor's daughter named herein. The terms "descendants" and "lineal descendants" are intended to include Grantor's children, and any persons heretofore or hereafter born to or adopted by Grantor's children and by any of their descendants, but any person who is adopted on or after age twenty-one (21) years, and the lineal descendants of such adopted persons, are intended to be excluded from this term.

2. Grantor is married to William Bryan Kash. However, it is Grantor's intent that William Bryan Kash shall not be included as a beneficiary under this Trust Agreement.

II

GRANT OF TRUST

The said Grantor does hereby grant, assign, set over, transfer and deliver to the Trustee, its successors and assigns, the property listed on Exhibit "A" attached hereto. Said trust property shall be held by said Trustee, both as to the interest, income and profits to be received therefrom, and/or from the investment or reinvestment of said principal, interest, income or profits, as follows: The Trustee shall hold the trust property herein transferred, and such additional property as may be hereafter acquired by the Trustee under the terms and provisions of this trust (all of which property being hereinafter sometimes referred to as "trust estate"), as is more specifically set out herein.

TO HAVE AND TO HOLD, all and singular, the above-described property and the interest, income and profits thereof, unto the said Trustee, its successors and assigns, for the following uses and purposes, and subject to the terms, conditions, powers and agreements hereinafter specified.

III

TRUST ESTATE

1. The Trustee shall hold said trust estate in trust for the use and benefit of the Grantor, for and during the lifetime of the Grantor. During such period, the Trustee shall pay over to the Grantor the entire net income from said trust estate, in such installments as may be convenient to the Grantor, and also such part or parts of the principal thereof as the Grantor may from time to time request in writing. Grantor may from time to time make annual gifts to each of her children. Grantor directs that the Trustee shall have the discretion and authority to continue to make such annual gifts to her children, as well as to their spouses and to their children, in trust or otherwise; provided, however, that so long as Grantor shall remain mentally and physically competent, no such annual gifts shall be made to the said beneficiaries without the consent and approval of Grantor.

2. In the event that the Grantor should become incapable of effectively transacting business because of illness or other incapacity, the Trustee shall use and apply so much of the income and principal of the trust estate as may be necessary or desirable, in the sole discretion of the Trustee, for the maintenance and support of the Grantor, and any person dependent upon said Grantor, taking into consideration other income, resources, or financial assistance available to any of them from all other sources. Net income not so used shall be added to, merged with and treated in all respects as a part of the principal thereof. In the event that Grantor should become incapable of effectively transacting business because of illness or other incapacity, after the Trustee has used and applied so much of the income and principal of this trust estate as may be necessary and desirable for the maintenance and support of the Grantor, and any person

dependent upon said Grantor, in the manner hereinabove set forth, Grantor hereby grants the power and authority to the Trustee to make annual gifts to the extent excludible for federal gift tax purposes to each of Grantor's children, David B. Williams and Joy B. Huggett, and also to their spouses and their children, in trust or otherwise. In addition to such tax-free gifts to Grantor's children, their spouses and their lineal descendants, as referred to hereinabove, which shall first be made by the Trustee, the Trustee shall have the further absolute power, discretion and authority, in the event Grantor is incapable of effectively transacting business because of illness or other incapacity, or with the written consent of Grantor in the event Grantor is mentally and physically competent, for Grantor's estate planning purposes, to make taxable gifts to Grantor's children, their spouses and their lineal descendants. In making such non-taxable gifts or gifts subject to gift tax to the persons above named and under the conditions referred to hereinabove, Grantor prefers that the total amount of gifts in each year made to one child of Grantor and his or her spouse and lineal descendants, be equal to the total amount of gifts in such year made to Grantor's other child and his or her spouse and lineal descendants. However, Grantor does not limit the authority of the Trustee, and on the contrary, the Trustee shall have full discretion, power and authority to make the total amount of gifts in any year to one child and his or her spouse and lineal descendants more or less than the total amount of gifts made to another child and his or her spouse and lineal descendants. Also, in making gifts to a class composed of a child, his or her spouse and his or her lineal descendants, the Trustee may make gifts to any one or more of the persons comprising such class, in such proportions and amounts, without regard to equality of distribution, in trust or otherwise, as the Trustee, within its sole and absolute discretion, may determine. In view of the substantial amount of other assets available to Grantor, Grantor directs that the Trustee may make such gifts to the persons and in the manner hereinabove set forth, even though such program of gifts would dissipate the total amount of assets included in the trust estate. In addition to gifts to Grantor's children, their spouses and their lineal descendants, during any period that Grantor is incapacitated, Grantor expressly vests her attorney-in-fact with the power to continue Grantor's pattern of

charitable gifts (but not to exceed the average amount given by Grantor over the last three years in which Grantor was not incapacitated).

3. Notwithstanding anything herein to the contrary, all gift transfers made directly from the trust estate to a permissible donee shall be treated for all purposes as first a withdrawal by (or distribution of the property to) the Grantor followed by a gift transfer of the property to the donee by the Grantor as donor. The Trustee making the actual transfer in the Grantor's behalf shall be deemed to have acted as Grantor's attorney-in-fact and to that extent this subsection shall constitute a special durable power of attorney to make such transfer (either outright or in trust, subject to conditions, withdrawal rights, and other terms as the Trustee deems appropriate), which special durable power of attorney shall not be affected by the Grantor's disability, incompetency or incapacity.

4. Upon the death of the Grantor (hereinafter referred to as the "apportionment date"), the Trustee shall apportion said trust estate into equal shares for Grantor's children, David B. Williams and Joy B. Huggett, whether then living or deceased. Each share apportioned for Grantor's said children, or the lineal descendants of a deceased child under provisions set forth hereinafter, shall be a separate and distinct trust. Grantor authorizes her Trustee, if it so desires, for the sake of convenience, to refrain from making a physical separation of the assets of these trusts into separate equal trusts, if such treatment will facilitate the administration of said trusts. Grantor also authorizes her Trustee to mingle and commingle investments, but she wishes it specifically understood that she is creating independent trusts for all purposes.

5. The share of said trust estate apportioned for Grantor's daughter, Joy B. Huggett, shall be held in trust and administered in accordance with the provisions of Section IV hereof entitled "Joy's Trust."

6. The Trustee shall hold the share of said trust estate apportioned for Grantor's son, David B. Williams, in trust for him until he shall attain the age of thirty (30) years, at which time his share of said trust estate shall be transferred and paid over to him, free from this trust. Prior to the date that

Grantor's son shall attain the age of twenty-one (21) years, the Trustee shall use and apply, for his support, education and comfort, such part of the net income from his share of said trust estate and of the principal thereof as the Trustee deems necessary or desirable for said purposes. Any income not so applied shall be accumulated and added to the principal of his share of said trust estate at the end of each fiscal year of the trust. From and after the time when Grantor's son attains the age of twenty-one (21) years, and during the continuance of the trust as to his share of said trust estate, the Trustee shall transfer and pay over to him the entire net income from his said share and also such additional sum or sums out of principal thereof as the Trustee may from time to time deem necessary for his education and maintenance in health and reasonable comfort.

7. In the event Grantor's son shall die on or prior to the apportionment date or prior to the distribution to him of all of his share of said trust estate, leaving any descendants of him then living, then at the apportionment date, or at the death of such son, whichever occurs later, the Trustee shall transfer and pay over to the descendants then living of such deceased son, per stirpes, the share of said trust estate apportioned for Grantor's son. If any descendant of such deceased son shall not at said time have attained the age of twenty-one (21) years, then, though the share of such descendant in said trust estate shall be deemed then to have vested in him or her, and shall be payable to his or her estate in the event of his or her death prior to attaining the age of twenty-one (21) years, the Trustee shall continue to hold said property in trust for him or her until he or she shall attain the age of twenty-one (21) years, using and applying for his or her support, education and comfort, such part of the net income or principal from his or her share of said trust as the Trustee deems necessary or desirable for said purpose. Any income not so paid or applied shall be accumulated and added to the principal of his or her share of said trust estate at the end of the fiscal year of the trust.

8. In the event Grantor's son shall die on or prior to the apportionment date or prior to the distribution to him of all of his share of said trust estate, leaving no descendants of him then living, then at the apportionment date, or at the death of such son, whichever occurs later, the Trustee shall transfer and pay over the share of said trust estate apportioned for such deceased son to Grantor's daughter, or to her then living descendants if she shall not then be living, per stirpes; provided, however, that if Grantor's daughter or any of her descendants shall then have other property held in trust for him or her under the provisions of this Trust Agreement, then the share of Grantor's daughter or such descendant shall be administered and disposed of like such other property so held in trust for him or her.

9. In the event Grantor's son shall disclaim, in whole or in part, the property described hereinabove by timely filing with the Trustee a qualified disclaimer, as defined in I.R.C. Sections 2046 and 2518, then at such time as Grantor's son would otherwise be entitled to share in said trust estate, or at such time as such disclaimer is made, whichever occurs later, the Trustee shall transfer and pay over said property, or the portion thereof to which the disclaimer applies, to the descendants then living of Grantor's son, per stirpes, in accordance with the provisions of Section III.7 hereinabove, or if none, then such property shall pass to Grantor's daughter, or to her then living descendants if she shall not then be living, per stirpes, in accordance with the provisions of Section III.8 hereinabove.

10. Anything hereinabove to the contrary notwithstanding, in the event that Grantor's son shall die after the apportionment date and prior to the distribution to him of all of his share of said trust estate, and in the further event that for purposes of computing the federal estate tax due at the death of Grantor's son, the maximum marginal estate tax bracket of Grantor's son is less than the maximum federal estate tax rate then in effect, then Grantor gives to her son a general power of appointment, exercisable by specific reference thereto in his valid Last Will and Testament, over that portion of his share of said trust estate determined as hereinafter set forth, such power being an unlimited power and right to appoint that portion of his share of said trust estate to his estate, to the creditors of his estate, or to any other appointee,

either outright or otherwise. The portion of his share of said trust estate over which Grantor's son will have the general power of appointment referred to hereinabove shall equal the lesser of (i) the amount equal to that portion of his share of said trust estate which constitutes the "taxable amount" multiplied by the "inclusion ratio," as such terms are defined for generation-skipping transfer tax purposes in the Internal Revenue Code, or (ii) an amount equal to the maximum that can pass to beneficiaries (other than a spouse of Grantor's son or a charitable organization as such is described in I.R.C. Section 2055(a)) from his share of said trust estate and be subject to federal estate taxes in the estate of Grantor's son, computed at estate tax rates that are less than the maximum estate tax rate in effect as of the date of the death of Grantor's son. To the extent that Grantor's son is given a general power of appointment exercisable under the trust provisions of any other instrument, the amount of which is determined by a formula substantially similar to the formula set forth in this subsection, then for purposes of computing the amount described in (ii) above, said amount shall be prorated among each said trust based upon the respective values of the trust estates over which Grantor's son is given such a general power of appointment. In the event that Grantor's son shall die having failed to exercise the foregoing power of appointment as above granted to him, then Grantor nevertheless directs that the Trustee shall pay to the Personal Representative of Grantor's son's estate, an amount equal to the increase in federal and state taxes and any increased administration expenses which his estate would have to pay because of the inclusion of the said portion of the principal of his share of said trust estate in his estate for tax or administrative purposes, and the balance of the assets of his share of said trust estate shall be transferred, delivered and paid over in accordance with the provisions hereinabove set forth.

IV

JOY'S TRUST

1. The Trustee shall hold the share of said trust estate apportioned for Grantor's daughter, Joy B. Huggett, in trust for the benefit of Grantor's daughter, for and during her lifetime. The trust so established for Grantor's daughter shall be known as and referred to herein as "Joy's Trust." Prior to the date that Grantor's daughter reaches the age of twenty-one (21), the Trustee shall use for her support, education and comfort, such part of the net income and/or principal from the Trust as the Trustee deems appropriate. Undistributed income shall be added to principal at the end of the fiscal year of Joy's Trust. After Grantor's daughter reaches the age of twenty-one (21) and during the continuance of Joy's Trust, the Trustee shall distribute to said daughter the net income from Joy's Trust in such installments as may be convenient to her. Furthermore, the Trustee may distribute to Grantor's daughter from the principal of Joy's Trust such amount as from time to time may be necessary to maintain her in health and reasonable comfort, to support her in her accustomed manner of living, and to provide for her health, medical, dental, hospital and nursing expenses and expenses of invalidism, taking into account other resources available to her. The power which has been granted to the Trustee in the preceding sentence is a power limited by an ascertainable standard, as defined in Treasury Regulations Section 20.2041-1(c)(2), and shall not constitute a general power of appointment.

2. Notwithstanding anything hereinabove to the contrary, if at any time during the lifetime of Joy B. Huggett, the Trustee should deem it desirable to advance to her any sum or sums out of the principal of Joy's Trust for the purpose of establishing her in a business or profession, or purchasing a home for her, or for any other special or commendable purpose, the Trustee shall transfer and pay over to Grantor's daughter such part of the principal from Joy's Trust as the Trustee shall deem it wise to distribute.

3. In the event Grantor's daughter shall die on or prior to the apportionment date, or prior to the distribution to her of all of the property of Joy's Trust, leaving any descendants of her then living, then at the apportionment date, or at Joy's death, whichever occurs later, the Trustee shall transfer and pay over to Joy's descendants then living, per stirpes, the assets remaining in Joy's Trust. If any descendant of such deceased daughter shall not at said time have attained the age of twenty-one (21) years, then, though the share of such descendant shall be deemed then to have vested in him or her, and shall be payable to his or her estate in the event of his or her death prior to attaining the age of twenty-one (21) years, the Trustee shall continue to hold said property in trust for him or her until he or she shall attain the age of twenty-one (21) years, using and applying for his or her support, education and comfort, such part of the net income or principal from his or her share of Joy's Trust as the Trustee deems necessary or desirable for said purpose. Any income not so paid or applied shall be accumulated and added to the principal of his or her share of Joy's Trust at the end of the fiscal year of the trust.

4. In the event Grantor's daughter shall die on or prior to the apportionment date, or prior to the distribution to her of all of the property of Joy's Trust, leaving no descendants of her then living, then at the apportionment date, or at Joy's death, whichever occurs later, the Trustee shall transfer and pay over the share apportioned for Joy or the remainder of Joy's Trust, as the case may be, to Grantor's son, or to his then living descendants if he shall not then be living, per stirpes; provided, however, that if Grantor's son or any descendant of Grantor's son shall then have other property held in trust for him or her under the provisions of this Trust Agreement, then the share of Grantor's son or such descendant shall be administered and disposed of like such other property so held in trust for him or her.

5. In the event Grantor's daughter shall disclaim, in whole or in part, the property described hereinabove by timely filing with the Trustee a qualified disclaimer, as defined in I.R.C. Sections 2046 and 2518, then at such time as Grantor's daughter would otherwise be entitled to share in Joy's Trust, or at such time as such disclaimer is made, whichever occurs later, the Trustee shall transfer and pay over

said property, or the portion thereof to which the disclaimer applies, to the descendants then living of Grantor's daughter, per stirpes, in accordance with the provisions of Section IV3 hereinabove, or if none, then such property shall pass to Grantor's son, or to his then living descendants if he shall not then be living, per stirpes, in accordance with the provisions of Section IV4 hereinabove.

6. Anything hereinabove to the contrary notwithstanding, in the event that Grantor's daughter shall die after the apportionment date and prior to the distribution to her of all of Joy's Trust, and in the further event that for purposes of computing the federal estate tax due at the death of Grantor's daughter, the maximum marginal estate tax bracket of Grantor's daughter is less than the maximum federal estate tax rate then in effect, then Grantor gives to her daughter a general power of appointment, exercisable by specific reference thereto in her valid Last Will and Testament, over that portion of Joy's Trust determined as hereinafter set forth, such power being an unlimited power and right to appoint that portion of Joy's Trust to her estate, to the creditors of her estate, or to any other appointee, either outright or otherwise. The portion of Joy's Trust over which Grantor's daughter will have the general power of appointment referred to hereinabove shall equal the lesser of (i) the amount equal to the portion of Joy's Trust which constitutes the "taxable amount" multiplied by the "inclusion ratio," as such terms are defined for generation-skipping transfer tax purposes in the Internal Revenue Code, or (ii) an amount equal to the maximum that can pass to beneficiaries (other than a spouse of Grantor's daughter or a charitable organization as such is described in I.R.C. Section 2055(a)) from Joy's Trust and be subject to federal estate taxes in the estate of Grantor's daughter, computed at estate tax rates that are less than the maximum estate tax rate in effect as of the date of the death of Grantor's daughter. To the extent that Grantor's daughter is given a general power of appointment exercisable under the trust provisions of any other instrument, the amount of which is determined by a formula substantially similar to the formula set forth in this subsection, then for purposes of computing the amount described in (ii) above, said amount shall be prorated among each said trust based upon the respective values of the trust estates over which Grantor's daughter is given such a general power

of appointment. In the event that Grantor's daughter shall die having failed to exercise the foregoing power of appointment as above granted to her, then Grantor nevertheless directs that the Trustee shall pay to the Personal Representative of Grantor's daughter's estate, an amount equal to the increase in federal and state taxes and any increased administration expenses which her estate would have to pay because of the inclusion of the said portion of the principal of Joy's Trust in her estate for tax or administrative purposes, and the balance of the assets of Joy's Trust shall be transferred, delivered and paid over in accordance with the provisions hereinabove set forth.

V

DEFAULT DISTRIBUTIONS

If at any time there is no person eligible to receive a distribution from any trust created hereunder, then such property shall be distributed to such person or persons as would be entitled to inherit the property constituting said distribution, and in the proportions in which they would be entitled to inherit the same from Grantor under the laws of Alabama then in force had Grantor died at said time a resident of Alabama intestate and owned said property; provided, however, that no such distribution shall be made of said property to Grantor's husband, William Bryan Kash.

VI

MISCELLANEOUS PROVISIONS

1. The Trustee is not obligated to pay any premiums or assessments upon any policies of insurance held by it under this Agreement, or to keep itself informed with respect to the payment thereof.
2. Upon the death of the Grantor, the proceeds of all insurance policies which are then subject to this Agreement shall be collected by the Trustee as soon as possible thereafter. The Trustee shall have full authority to take any action in regard to the collection that it deems best, and to pay the expense

thereof out of the trust estate, but it shall not be required to enter into or maintain any litigation to enforce payment of such policies until it shall have been indemnified to its satisfaction against all expenses and liabilities to which it might, in its judgment, be subjected by any such action on its part. The Trustee shall have full authority to make any compromise or settlement with respect to such policies, or any of them, as it may deem expedient, and to give to the insurance companies, and each of them, all the necessary and proper releases and acquittances in full discharge of all their liabilities under such policies.

3. Anything in this Trust Agreement to the contrary notwithstanding, no trust created hereunder shall fail to vest in a trust beneficiary any later than the day next preceding twenty-one (21) years after the death of the last to die of those beneficiaries who were living at the time this trust becomes irrevocable; and upon the expiration of such period, each trust then in existence which has not yet vested in a trust beneficiary shall then vest, in equal shares, in the current income beneficiaries of such trust and each income beneficiary's share of the assets thereof shall be distributed to such beneficiary at the termination of the trust or to the estate of such income beneficiary if he or she dies before the termination of the trust.

4. As to the net income which, by any other provision of this trust, may be payable to a beneficiary other than Grantor, he or she shall have no right or power, either directly or indirectly, to anticipate, discharge, mortgage, encumber, assign, pledge, hypothecate, sell or otherwise dispose of all or any part thereof, until the same shall have been actually paid in hand to him or her by the Trustee. Nor shall income, nor the principal or corpus of said trust estate, nor any part thereof, nor any interest in the same, be liable for or to any extent subject to any debts, claims or obligations of any kind or nature whatsoever, or to any legal process in aid thereof, contracted or incurred by or for such beneficiary.

5. Where Grantor has herein directed that funds shall be used and applied by the Trustee for the benefit of, or paid to, any beneficiary under the age of twenty-one (21) years, or any otherwise incompetent beneficiary, the Trustee may, in its discretion, pay over such sums to the person having custody of such beneficiary, if any, or to such other person as it may select, including the beneficiary, or custodian

for the beneficiary under the Uniform Transfers to Minors Act of any jurisdiction, to be used and applied for the purposes herein directed, and the receipt of such person shall be full discharge to the Trustee as to any sums so paid.

6. Grantor directs that the invalidity of any of the terms, conditions or provisions hereof, or of any limitations over or interest intended to be given or made hereunder, whether in whole or in part, shall not be construed to materially disturb the plan of distribution herein created or to affect the validity of any other provision hereof, or of any other limitation over, gift or interest herein given.

7. In the event that there shall be in existence a trust or trusts, whether created by will or by inter vivos agreement, the provisions of which are substantially similar to those of the trusts created under this Trust Agreement, the Trustee may, in its discretion, merge and consolidate the trust or trusts created hereunder with such other trust or trusts; provided, however, that similar trusts shall be merged only with trusts which have the same "inclusion ratio" as defined in the Internal Revenue Code. In determining whether the provisions of such other trust or trusts are substantially the same as those of the trust or trusts created hereunder, the discretion of the Trustee shall be conclusive and shall not be subject to judicial review.

8. Any provisions herein for the benefit of Grantor's beneficiaries are expressly in lieu of any right to homestead allowance, exempt property and the family allowance; and any acceptance of such statutory or constitutional benefits shall be charged against any benefits hereunder.

9. Any person acting or named to act in a fiduciary capacity hereunder or required to be legally competent in order to act hereunder shall be considered to have ceased or failed to act or to be legally incompetent to act when a physician whom such person has consulted within the prior three years has certified as to such consultation and also as to the present lack of the physical or mental capacity of such person to manage his or her financial affairs.

10. In the event a trust estate created hereunder shall be divided at any time, then the resulting trust estates shall be entitled to a pro-rata share of the income earned by the trust estate from the date giving rise to the apportionment of the trust estates until the actual apportionment is made.

11. It is Grantor's intent that for generation-skipping transfer tax purposes, all trusts created under this Trust Agreement shall have an "inclusion ratio" as defined in the Internal Revenue Code of either zero (0) or one (1). In order to facilitate this result, it may be necessary to divide certain trusts created at Grantor's death into separate trusts prior to the allocation of the GST exemption as set forth in the Internal Revenue Code (hereinafter "GST exemption") by the transferor of property to any such trusts. It also may be necessary to sever certain trusts at a time after allocation of GST exemption by the transferor of property to such trusts. In any event, whether the trust is divided into two separate trusts prior to the allocation of GST exemption, as provided in subsection (a) hereinbelow, or is severed into two separate trusts after the allocation of GST exemption, as provided in subsection (b) hereinbelow, except as otherwise specifically provided herein, the dispositive provisions of each separate trust shall be identical to the dispositive provisions of the original trust divided pursuant to this subsection. Each of the two separate trusts so created shall have the same name, except that the trust having an inclusion ratio of zero (0) shall have the phrase "GST Exempt" added to its name.

(a) If after allocation to lifetime transfers and direct skips, Grantor's remaining GST exemption available for allocation is less than the value of Grantor's trust estate as finally determined for federal estate tax purposes in Grantor's estate, then the Trustee shall apportion from said trust estate an amount equal to Grantor's remaining GST exemption. In any other case, if the Trustee is notified by a transferor or the Personal Representative of the estate of a transferor that a designated amount of the transferor's GST exemption will be allocated to a trust as of the time of the creation of the trust, the Trustee shall apportion from such trust an amount equal to the GST exemption to be allocated, which amount shall be held in a separate trust. For purposes of funding the shares to be transferred to separate trusts created

under this subsection (a), or pursuant to any other provision of this Trust Agreement, the Trustee shall transfer to the GST Exempt trust a fractional share of the property in the trust being so divided, the numerator of which shall be the value of the GST exemption being allocated to such trust, and the denominator of which shall be the net value of the property in such trust as of the effective date of the allocation of the transferor's GST exemption. The remaining assets shall be transferred to the other trust so created. For purposes of funding such fractional shares, undivided fractional interests in each of the assets allocated to such shares need not be created, and the Trustee, in its sole power and discretion, may fund such fractional shares in cash or property as selected by it.

(b) If the Trustee determines that it is advisable to sever the trust into two separate trusts after the allocation of GST exemption, the Trustee shall divide such trust on a fractional basis. For purposes of funding the shares to be transferred to separate trusts created under this subsection (b), the Trustee shall transfer to the GST Exempt trust a fractional share of the property in the trust being so divided equal to the applicable fraction (within the meaning of I.R.C. Section 2642(a)(2)) of the single trust immediately before the severance. The remaining assets shall be transferred to the other trust so created. For purposes of funding such fractional shares, undivided fractional interests in each of the assets allocated to such shares need not be created, and the Trustee, in its sole power and discretion, may fund such fractional shares in cash or property as selected by it. It is Grantor's intent that a severance pursuant to this subsection (b) shall result in a qualified severance within the meaning of I.R.C. Section 2642(a)(3).

12. If, at any time during the continuation of a trust created hereunder, the assets of such trust shall be less than Twenty-Five Thousand Dollars (\$25,000.00) and the Trustee, in its discretion, determines the assets of such trust are insufficient to warrant the expenses of administration of such trust, then, in such event, the Trustee may transfer and pay over the assets in said trust estate to the income beneficiary of such trust estate. Under no circumstances shall any income beneficiary who is serving as Trustee hereunder make such decision with regard to any trust of which he or she is an income beneficiary.

13. The Trustee shall have the power to pay the funeral and/or burial expenses of any income beneficiary of a trust created hereunder.

14. Anything in this Trust Agreement to the contrary notwithstanding, under no circumstances shall any distribution be made after the apportionment date to or for the benefit of any beneficiary for his or her support, where another person has the legal obligation to support such beneficiary, except to the extent that there are no assets reasonably available to the person having the obligation of support to pay the same.

15. Where the context herein so permits, the term "Trustee" and words of reference to the Trustee shall mean any person or entity serving in that capacity without regard to gender or number.

16. As used herein, the terms "I.R.C." and "Internal Revenue Code" shall mean the Internal Revenue Code of 1986, as amended.

17. This Agreement shall be construed and regulated in all respects by laws of the State of Alabama.

VII

PAYMENT OF TAXES

1. In the event that the Personal Representative of Grantor's estate certifies to the Trustee that under the terms of Grantor's Will the trust estate or any portion thereof is responsible for paying the death taxes which are allocated under the terms of Grantor's Will to the trust estate or any portion thereof, the Trustee shall make such payments to or on behalf of Grantor's estate as Grantor's Personal Representative shall instruct and such payments shall be made from and charged to the portion of the trust estate to which the death taxes payable are allocated under the terms of Grantor's Will. The Trustee shall be absolutely protected in paying such amount and charging such portion of the trust estate with such payment as said Personal Representative shall certify to be the amount payable and the portion to be charged by the preceding

sentence of this Section, and said Trustee shall have no duty or obligation to inquire as to the correctness, or as to the propriety of the payment, of any amount or portion of the trust estate so certified. The term "death taxes" refers to all estate, inheritance, and other death taxes (other than generation-skipping transfer taxes) payable at Grantor's death, together with any interest or penalty thereon.

2. If property passing under a qualified retirement plan of any type or an individual retirement account (each referred to as a Retirement Plan Account) is payable to this trust and is allocated to the share of any beneficiary hereunder, such taxes attributable to such Retirement Plan Account shall be charged to the property other than such Retirement Plan Account passing to such beneficiary hereunder.

VIII

POWERS RESERVED FOR GRANTOR

The Grantor shall have and possess, and hereby reserves, the following rights and powers:

1. Until the death of the Grantor, she shall have the right to change the beneficiary under and to exercise any option or privilege granted by any policies of insurance held by the Trustee, including the right to borrow any sum in accordance with the provisions of any of such policies, and also to borrow money from any bank or other lender, using such policies as collateral, and to hypothecate or assign such policies or any of them, or the proceeds thereof, to secure any loan that may be made, and the Trustee shall, when requested, without incurring any liability on its part, approve any such hypothecation or assignment.

2. The Grantor shall have the right to receive all payments, dividends, surrender values, benefits, or privileges of any kind which may accrue on account of any of such policies during her lifetime, it being understood that this trust shall be operative only with respect to the proceeds of such policies on the death of the Grantor, after deduction of all charges against such policies by way of advances, loans or otherwise, in favor of the Grantor and any other person.

3. The Grantor shall have the right to withdraw any of such policies from the custody of the Trustee, and in case of such withdrawal, the Trustee shall be under no obligation to keep the same or seek the return of said policies to its custody.

IX

ADDITIONS TO TRUST

Other and additional policies of insurance may be made subject to the terms of this instrument by making the same payable to the Trustee. Grantor reserves the right, and also authorizes the Trustee, to permit Grantor and any other person or persons to add any other property or securities or money to said trust, either by devise or gifts, by delivering, conveying and transferring said additions to the Trustee; provided, however, that under no circumstances shall any addition be made to any trust hereunder without the consent of the Trustee. Said additions shall be held and discharged in the same manner as the property now being set aside and transferred to said Trustee by this Agreement, and the Trustee shall keep such trust records as are necessary to account for each said addition. In the event any real property should hereafter be conveyed to the Trustee under this trust, such conveyance shall be in the regular form of any conveyance of real property, and shall be duly executed and acknowledged in accordance with the laws of the state in which said real property is situated and recorded in the public records of such state. In such event, the within trust instrument shall, likewise, be recorded in the public records of each and every county wherein such real property may be situated.

X

LIABILITY OF TRUSTEE

Grantor specifically releases the Trustee and any successor Trustee from any liability under the terms hereof, except for conduct involving gross negligence or fraud. Grantor further releases the Trustee and any successor Trustee from the necessity of making bond of any nature or description. Grantor also releases the Trustee or any successor Trustee from filing any accounting in any court, but she directs that the Trustee or any successor Trustee shall make available to any interested party records showing all income and disbursements of said trust.

XI

TRUST REVOCABLE

This trust is hereby created and the interests hereunder are vested subject to the express condition and reservation of power in the Grantor at any time and from time to time to alter, amend or modify this Agreement with consent of the Trustee, to revoke this Agreement, and to withdraw all or any part of the property constituting said trust estate from the terms of this trust, by an instrument in writing signed by the Grantor and delivered to the Trustee. The Trustee shall have a reasonable time after receipt of the writing revoking this trust or withdrawing property from this trust in which to deliver the trust property.

XII

TRUSTEE

1. Janmari Jones shall serve and act as the initial Trustee of the trusts created in this Trust Agreement. In the event of the death, incapacity, inability or unwillingness to serve as Trustee hereunder of Janmari Jones, then Nancy Jones shall serve and act as Trustee of the trusts created in this Trust Agreement. In the event of the death, incapacity, inability or unwillingness to serve as Trustee hereunder

of Nancy Jones, then Adrian McGuffie shall serve and act as Trustee of the trusts created in this Trust Agreement. Notwithstanding anything hereinabove to the contrary, upon such time as Grantor's son, David B. Williams, attains the age of thirty (30) years, he shall serve and act as sole Trustee of Joy's Trust, in the place and stead of any then-serving Trustee.

2. Grantor's Trustee last serving shall have the right to designate as a successor Trustee any bank or trust company having, at the time of such designation, total resources or assets under management of not less than One Hundred Twenty-Five Million Dollars (\$125,000,000.00), or any one or more individuals. Such designation shall be by a writing signed by Grantor's said Trustee, properly notarized and attached to this Trust Agreement.

3. No successor Trustee shall be personally liable or responsible in any way for any act or failure to act of any predecessor Trustee nor bear any loss or expense from or occasioned by anything done or omitted by the predecessor Trustee, but such successor Trustee shall be liable only for its own acts and omissions in respect to property actually received as such Trustee. Any successor Trustee shall have all the rights, powers, duties and discretion vested in the original Trustee. With the approval of a majority of adult beneficiaries, or the parent or guardian of any minor or incompetent beneficiary, any Trustee appointed hereunder may accept the account rendered and the assets and property delivered to it by the predecessor Trustee as a full and complete discharge of the predecessor Trustee, and shall incur no liability or responsibility to any beneficiary by reason of so doing, all without necessity of any court proceeding or judicial supervision or approval, regardless of any beneficial, vested or contingent interest of any minor, incompetent or unborn beneficiaries. Upon any such change in the trusteeship, the title to any trust estate shall vest forthwith in any successor Trustee acting pursuant to the foregoing provisions hereof without the necessity of any court order or of any conveyance or transfer of trust assets.

4. The Trustee may resign at any time. The adult beneficiaries and the parents or legal guardians of minor or incompetent beneficiaries then in existence may approve the accounts of any resigning Trustee, and such approval shall be binding upon all persons whomsoever and shall be a full and complete discharge and acquittance of such Trustee.

XIII

DUTIES AND POWERS

The Trustee shall hold and manage said property, and such other property as it may subsequently acquire pursuant to the power and authority herein given to it, with the following powers and authority, all and singular:

1. To sell, exchange, transfer or convey, either before or after option granted, all or any part of said trust estate upon such terms and conditions as the Trustee sees fit, to invest and reinvest said trust estate and the proceeds of sale or disposal of any portion thereof, in such loans, stocks, bonds or other securities, mortgages, common trust funds, shares of investment companies or investment securities of management-type investment companies such as mutual funds, registered mutual funds (including funds for which the trustee, or an affiliate of the trustee, provides investment advisory, custodial or other compensated services), interests in limited liability companies, partnership interests of any kind, currencies, or other property, including partial interests therein, such as life estate, term or remainder interests, real or personal, whether so-called "legal" investments of trust funds or not, as to the Trustee may seem necessary or desirable. The Trustee may delegate all or any part of the above powers to such investment counselors, consultants or managers as it deems appropriate.

2. To improve, repair, lease, rent for improvement or otherwise, for a term beyond the possible termination of this trust, or for any less period, either with or without option of purchase, and to let, exchange, release, partition, vacate, dedicate, or adjust the boundaries of, any real estate constituting a part of said trust estate.

3. To borrow money for such time and upon such terms as the Trustee sees fit, without security or on mortgage of any real estate or upon pledge of any personal property held by the Trustee hereunder, and to execute mortgages or pledge agreements therefor.

4. To hold any property or securities originally received by Trustee as a part of said trust estate, particularly including any stock or interest in any family corporation, partnership or enterprise, and also including any stock or obligations of any corporate Trustee serving hereunder from time to time, or of any holding company or similar corporation which owns stock of such corporate Trustee, so long as the Trustee shall consider the retention thereof in the best interest of said trust estate, irrespective of whether such property or securities are a so-called "legal" investment of trust funds, without liability for depreciation or loss through error of judgment, and in disposing of any property constituting a part of said trust estate, to

acquire other property which is not a so-called "legal" investment of trust funds, including any stock or obligations of any corporate Trustee serving hereunder from time to time, or of any holding company or similar corporation which owns stock of such corporate Trustee, where such course is, in the opinion of the Trustee, in the best interests of said trust estate.

5. To determine whether any money or property coming into its hands and allocated to any trust shall be treated as a part of the principal of said trust estate or a part of the income therefrom, to apportion between such principal and income any loss or expenditure in connection with said trust as to it may seem just and equitable, and to set up reserves out of income to meet such items of depreciation, obsolescence, future repairs or amortization of indebtedness deemed by the Trustee to be a proper charge against income. In those instances in which a beneficiary hereunder may be serving as sole Trustee, income and principal shall be apportioned in accordance with the terms and provisions of the Alabama Principal and Income Act.

6. To keep any property constituting a part of said trust properly insured against fire and tornado, and other hazards, to pay all taxes or assessments, mortgages or other liens now or hereafter resting upon said property, and generally, to pay all of the expenses of the trust incurred in the exercise of the powers herein vested in the Trustee which, in the judgment of the Trustee, may be proper or necessary.

7. To hold any or all securities or other property in bearer form, in the name of the Trustee, or in the name of the nominee of the Trustee, without disclosing any fiduciary relationship.

8. To exercise the voting rights of interests in any entities owned by the trust, in person or by proxy upon all stocks held by the Trustee, to unite with other owners of similar property in carrying out any plans for the reorganization of any corporation or company whose securities form a portion of the trust estate, to exchange the securities of any corporation for other securities upon such terms as Trustee shall deem proper, to assent to the consolidation, merger, dissolution or reorganization of any such corporation, to lease the property or any portion thereof of such corporation to any other corporation, to pay all assessments, expenses and sums of money as Trustee may deem expedient for the protection of the interest of the trust estate as the holder of such stocks, bonds or other securities, and generally, to exercise, in respect to all securities and ownership interests in entities held by it, the same rights and powers as are or may be exercised by persons owning similar property in their own right; provided, however, that if, at any time a corporate Trustee is serving hereunder, it shall purchase or retain stock or obligations of itself or of any holding company, or similar corporation which owns stock of such corporate Trustee, then in the election of directors and other matters in which said corporate Trustee is prohibited from voting its own stock or stock of any holding company or similar corporation which owns stock of a corporate Trustee, such stock shall be voted by the eldest adult beneficiary hereunder.

9. To institute and defend any and all suits or legal proceedings relating to the said trust estate in any court, and to employ counsel and to compromise or submit to arbitration all matters of dispute in which said trust estate may be involved as, in the judgment of Trustee, may be necessary or proper.

10. At any time or from time to time, to advance money to the trust estate from funds of the Trustee for any purpose or purposes of the trust, and to reimburse Trustee for the money advanced and interest thereon from the trust property or from any funds belonging to the trust property thereafter coming into the custody of Trustee from any source.

11. To pay, from and out of the income of the trust property, any and all expenses reasonably necessary for the administration of the trusts, including interest, taxes, insurance, including public liability insurance, and compensation to the Trustee, as well as any other expense incurred for the benefit of the trust estate, and in the event the income from the trust property is insufficient for the purpose of paying such expenses, to pay the same from the corpus of the trust estate.

12. To execute and deliver any and all contracts, conveyances, transfers or other instruments, and to do any acts necessary or desirable in the execution of the powers herein vested in Trustee.

13. In making any division of the trust property into shares for the purpose of any distribution thereof directed or permitted by the provisions of this Trust Agreement, the Trustee may make such division or distribution either in cash or in kind, or partly in cash and partly in kind, as the Trustee shall deem most expedient, and in making any division or distribution in kind, the Trustee may allot any specific security or property, or any undivided interest therein, to any one or more of such beneficiaries, and in such proportions and amounts, without regard to equality of distribution, or federal income tax basis thereof, as it may deem proper, and to that end, may appraise any or all of the property so to be allotted, and the Trustee's judgment as to the propriety of such allotment and as to the relative value and basis for purposes of distribution of the securities or property so allotted, shall be final and conclusive upon all persons interested in this trust or in the division or distribution thereof.

14. In the event that subsequent to the execution of this Trust Agreement, Grantor should execute a Will by the terms of which substantially all of her assets are given and devised to the Trustee under the within Trust Agreement, it is the intention of Grantor that her said Last Will and Testament be interpreted and administered by her Personal Representative and the Trustee under this Trust Agreement in accordance with the Internal Revenue Code. Consequently, Grantor directs that the Trustee of this Trust Agreement shall not be liable to any beneficiary herein for any action taken or not taken, election made or not made, or resulting federal income tax consequences upon the apportionment or distribution in kind or otherwise of any asset of Grantor's estate, where the Trustee has exercised good faith and ordinary diligence in the performance of its duties.

15. In the event said trust estate owns an interest in the shares of stock of any closely held family corporation, or an interest in a closely held family limited liability company or partnership, and the persons named herein as Trustee shall be or shall become affiliated with any such closely held corporation, limited liability company or partnership, serving as employees, managers, general partners, officers or directors thereof, Grantor directs that such persons so serving as Trustee of said trust estate shall not be disqualified from employment by any such family corporation, limited liability company or partnership, or its successor, or the continued employment by said persons for either the same or greater compensation as determined from time to time by the board of directors in office. In the circumstances described in this subsection, said persons so serving as Trustee of said trust estate shall be exonerated from any claim or demand arising from the fact that they may be receiving or have received compensation for serving as a director, officer and/or employee when serving as Trustee or successor Trustee.

16. To make loans, secured or unsecured, at any interest rate, to any person, without responsibility or liability for any loss resulting to the trust estate from any such loan.

17. To buy, sell and trade in securities of any nature, including short sales, on margin, and for such purposes may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by them with such brokers as security for loans and advances made to the Trustees.

18. To enter into a partnership agreement, operating agreement or similar arrangement with others, or accept the assignment of, or otherwise acquire, hold and dispose of an interest in a partnership or limited liability company, continue the operation of any such partnership or limited liability company, and in doing so to use in such partnership or limited liability company, any part or all of any trust estate owning such partnership or limited liability company interest, and to become either a general or limited partner, a manager, or a member. In any such case, as to creditors of or claimants against such partnership or limited liability company, and as to the other members of such partnership or limited liability company, liability, if any, of the Trustee for the debts and other liabilities of the partnership or limited liability company, shall be limited to the assets of any trust estate owning such partnership or limited liability interest, or so much thereof as may be necessary to discharge such debts and liabilities, but no personal liability shall attach to the Trustee, or to the beneficiaries of any such trust estate.

19. To redeem any stock held under this Trust Agreement to pay the entire federal estate tax liability of the Grantor or otherwise, pursuant to I.R.C. Section 303.

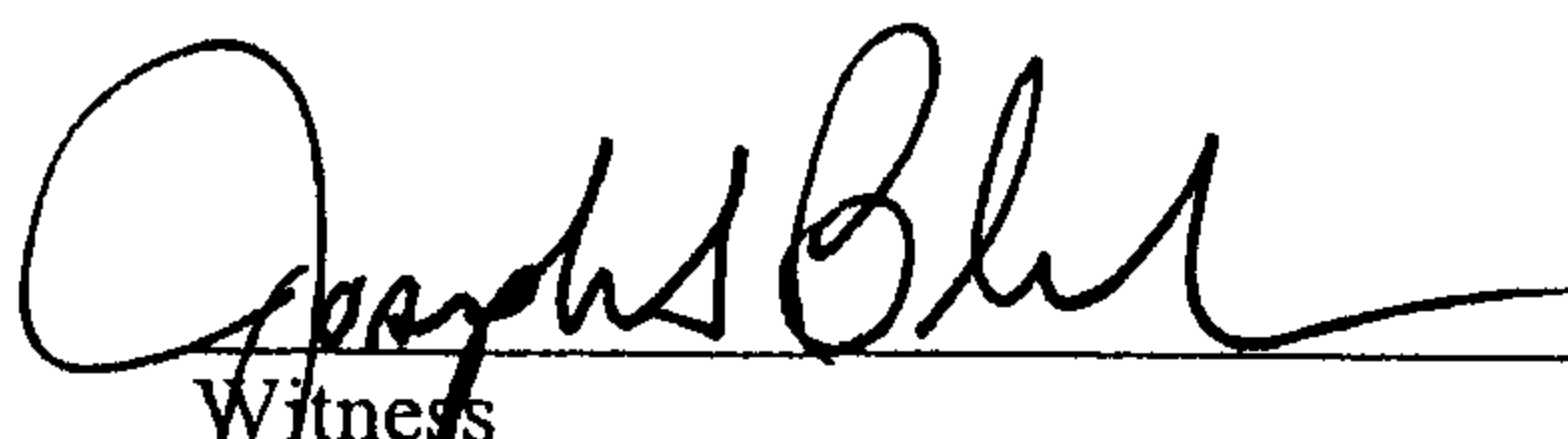
20. To buy, sell, or otherwise deal with any split interests, including life interests, interests for a term of years, or remainder interests that may at any time be owned by said trust estate, or in which said trust estate may have an interest. Grantor directs that the decision of the Trustee as to the use of actuarial tables or information in determining the value of any said split interest shall be made at the sole discretion of the Trustee, and be free from any interference, demand or control of any beneficiary, and for the honest exercise of the discretion conferred on it, the Trustee shall be liable to no one.

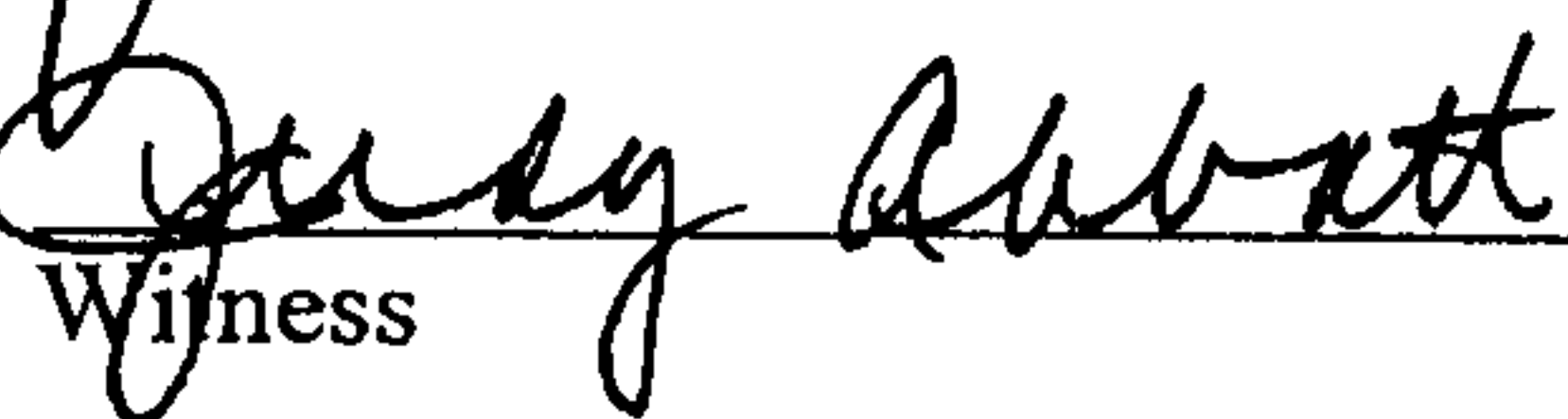
21. To appoint and remove one or more ancillary Trustees in any jurisdiction where the Trustee is unable to serve and to pay them reasonable compensation (as determined by the Trustee making the appointment) as an administration expense, and such ancillary Trustee shall serve without bond or other security and shall have all the powers and authority conferred by this instrument on the Trustee.

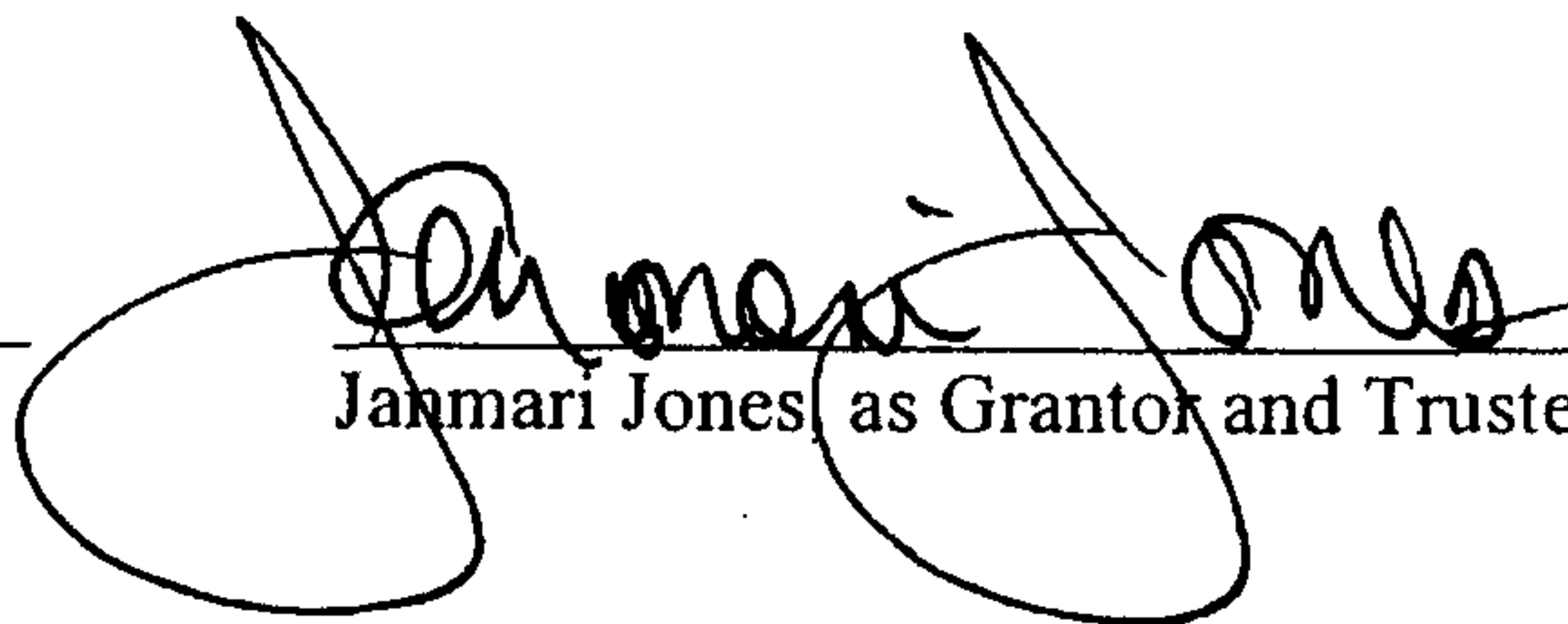
22. To change the situs of any trust created under this instrument by written document signed and acknowledged by the Trustee; and, in connection with any such change and without any need to obtain the approval of any court, to elect that such trust shall be subject to the jurisdiction of, and to move the assets of such trust to, the state, country or place of the new situs; and, if such election is made, such trust shall be administered and the validity and effect of the provisions of this instrument applicable to such trust shall be determined in accordance with the laws of such jurisdiction.

23. If any income beneficiary, the legal representative of any income beneficiary who is a minor or person otherwise without legal capacity, or the Trustee of any trust created hereunder, shall sign a statement electing Qualified Subchapter S Trust treatment for any trust created hereunder, then the Trustee shall have the power to join the shareholders of any corporation, the stock of which is then held in trust hereunder, in making an election under I.R.C. Section 1362, and the United States Department of Treasury Regulations thereunder, to have such corporation treated as an "S Corporation" for federal income tax purposes. If at any time any trust created hereunder holds stock in a corporation which has elected to be treated for federal income tax purposes as an "S" corporation pursuant to I.R.C. Section 1362 and the Treasury Regulations thereunder, the Trustee shall also have the authority, in its sole and absolute discretion, to make an election for such trust to become an "Electing Small Business Trust" as defined in I.R.C. Section 1361(e).

IN WITNESS WHEREOF, the parties have executed this instrument by affixing their hands and seals in duplicate, on the day and year herein first written.

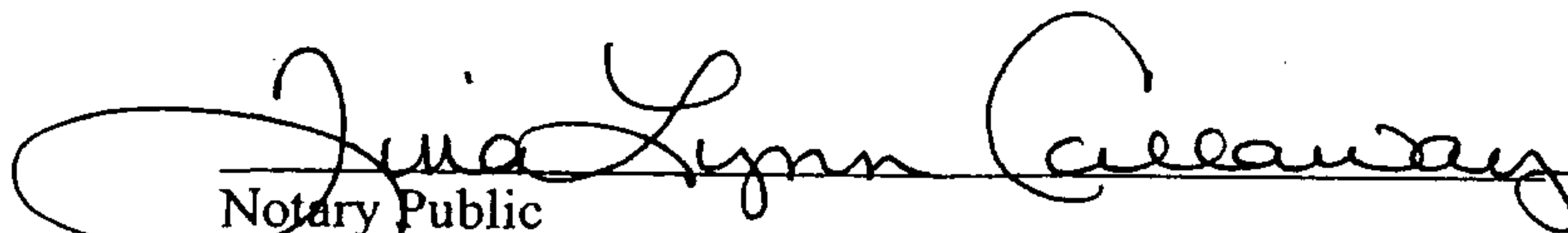

Witness


Witness

 (SEAL)
Janmari Jones as Grantor and Trustee

I, the undersigned authority in and for the State of Alabama at Large, hereby certify that Janmari Jones, whose name is signed to the foregoing instrument as Grantor and as Trustee, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 14th day of May, 2002.


Notary Public
My Commission Expires: 12/23/03

[SEAL]

EXHIBIT "A"

1. 214.50 shares of Icemakers, Inc. Common Stock
Stock Certificate No. 57
2. Protective Life Insurance Policy No. B00344724 in the face amount of \$100,000.00
3. Residence condominium at 163 Cambrian Way, Birmingham, Alabama 35242, described as follows:

Unit 163 in Cambrian Wood Condominium, located in Shelby County, Alabama, as established by Declaration of Condominium By Laws and Amendments thereto as recorded in Misc. Book 12, Page 87, in the Probate Office of Shelby County, Alabama, and amended by Misc. Book 13, Page 2; Misc. Book 13, Page 4 and Misc. Book 13, Page 344, in said Probate Office, together with an undivided .0111225% interest in the common elements as set forth in said declaration, as recorded in Map Book 6, Page 62, in the Probate Office of Shelby County, Alabama.
A.P.N. #: 10-1-02-0-993-081-070