When recorded mail to:
FIRST AMERICAN TITLE INSURANCE
1228 EUCLID AVENUE, SUITE 400
CLEVELAND, OHIO 44115
ATTN: FT1120

20050609000282940 1/13 $129.50
Shelby Cnty Judge of Probate, AL
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#7075775

2929640
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MORTGAGE
(Home Equity Line of Credit)

MIN 1001337-0000601625-0

THIS MORTGAGE, dated APRIL 16, 2005, is between
KURT H B HERBST, AND ~~LISABETH~~ H B HERBST, TRUSTEES OF THE HERBST REVOCABLE TRUST DATED APRIL 16, 2001 LISBETH

KHBH
LHBH

residing at
320 TALON DR, BIRMINGHAM, AL 35242-6924,
the person or persons signing as "Borrower" or "Mortgagor", whether one or more, below and hereinafter referred to as "we," "our," or "us" and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") a Delaware corporation, with an address of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. **MERS is the "Mortgagee" under this Mortgage** and is acting solely as nominee for
Countrywide Bank, a Division of Treasury Bank, N.A.
("Lender" or "you") and its successors and assigns, with an address of
1199 North Fairfax St. Ste.500, Alexandria, VA 22314

WHEREAS, Borrower has entered into a Home Equity Credit Line Agreement and Disclosure Statement ("Agreement" or "Note") of even date herewith, the terms and provisions of which are included herein by reference as though fully set out herein verbatim; that the Note is an open-end credit agreement under which Borrower may borrow, repay, and re-borrow from Lender from time to time so long as the aggregate unpaid principal balance of such loans outstanding from time to time does not exceed the sum of $ 55,000.00; that the rate of interest ("Finance charge") payable on such loan made under the Note is a variable daily percentage rate and annual percentage rate which may change at any time as defined in the Note; that the Note is an open-end credit agreement which will continue in effect until terminated by either the Borrower or Lender, so that there is no fixed maturity date of loans made under the Note; and that the Note will continue in effect until terminated even though from time to time there may be no loans outstanding to the Borrower under the Note.

Now, THEREFORE, in consideration of the Note and in order to secure the payment of all loans now or hereafter made to or at the bequest of Borrower named above, or if more than one Borrower is named, all loans hereafter made to or at the request of any one or more of the Borrowers, the payment of all interest and costs, late charges and all other charges related to the Note, all of which sums are repayable according to the Note: and also to secure the performance of all of the promises and agreements made by us and each Borrower and Co-signer in the Note, all of our promises and agreements in this Mortgage, any extensions, renewals, amendments, supplements and other modifications of the Note, and any amounts advanced by you under the terms, of the section of this Mortgage entitled "Our Authority To You", all of which loans under the Note may be made, repaid and re-made from time to time in accordance with the terms of the Note and subject to the Credit Limit set forth in the Note, and in consideration of the foregoing the undersigned Borrower

does hereby irrevocably mortgage, assign, grant, bargain, sell and convey unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the real property set forth and further described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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Shelby Cnty Judge of Probate,AL
06/09/2005 03:10:08PM FILED/CERT

(the "Premises" or "Property"), which has the address of

320 TALON DR
Street

BIRMINGHAM
Municipality

SHELBY
County

AL
State

35242-6924
ZIP

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

WE UNDERSTAND and agree that MERS is a separate corporation acting solely as nominee for Lender and Lender's successors and assigns, and holds only legal title to the interests granted by us in this Mortgage, 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 or canceling this Mortgage.

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

OUR IMPORTANT OBLIGATIONS:

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

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

(c) MAINTENANCE: We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

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

with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Note.

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

(f) SECURITY INTEREST: We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises. It is agreed that the Lender shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the Agreement secured hereby.

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

(h) PRIOR MORTGAGE: If the provisions of this paragraph are completed, this Mortgage is subject and subordinate to a prior mortgage dated 07/11/2003 and given by us to COUNTRYWIDE HOME LOANS, INC., as mortgagee, in the original amount of $ 139,500.00 (the "Prior Mortgage"). We shall not increase, amend or modify the Prior Mortgage without your prior written consent and shall upon receipt of any written notice from the holder of the Prior Mortgage promptly deliver a copy of such notice to you. We shall pay and perform all of our obligations under the Prior Mortgage as and when required under the Prior Mortgage.

(i) HAZARDOUS SUBSTANCES: We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

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

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

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

DEFAULT: Except as may be prohibited by applicable law, and subject to any advance notice and cure period if required by applicable law, if any event or condition of default as described in the Note occurs, or we fail to perform any of the obligations and agreements assumed by us under the provisions of this Mortgage, you may foreclose upon this Mortgage pursuant to the provisions of the paragraph hereinafter set forth, entitled "Foreclosure by Power of Sale". This means that you may arrange for the Premises to be sold in the manner provided in the preceding sentence herein, in order to pay off what we owe on the Note and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. In addition, you may, in accordance with applicable law, (i) enter on and take possession of the Premises; (ii) collect the rental

cancel and change leases. We agree that the interest rate set forth in the Note will continue before and after a default, entry of a judgment and foreclosure, in addition, you shall be entitled to collect all reasonable fees and costs actually incurred by you in proceeding to foreclosure, including, but not limited to, reasonable attorney's fees and costs of documentary evidence, abstracts and title reports.

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

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

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

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

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

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

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

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

NOTICE: Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at
For MERS:
P.O. Box 2026, Flint, MI 48501-2026
For Lender:
1199 North Fairfax St. Ste.500, Alexandria, VA 22314
or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

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

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GENERAL: You can waive or delay enforcing any of your rights under this Mortgage without losing them. Any waiver by you of any provisions of this Mortgage will not be a waiver of that or any other provision on any other occasion.

THIS MORTGAGE has been signed by each of us under seal on the date first above written.

WITNESS:

_____

_____

Kurt H. B. Herbst Trustee (SEAL)
Mortgagor: KURT H B HERBST

Lisbeth H. B. Herbst Trustee (SEAL)
Mortgagor: ~~LISABETH~~ H B HERBST
LISBETH
KUBY
~~RHBH~~

_____ (SEAL)
Mortgagor:

_____ (SEAL)
Mortgagor:

STATE OF ALABAMA, Shelby **County ss:**

On this 20TH day of APRIL, 2005,
I, JAMES T. TOWNSEND, a Notary Public in and for said county and in said state, hereby certify that
KURT H B HERBST AND LISBETH H B HERBST

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

Given under my hand and seal of office this 20TH day of APRIL, 2005.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Sep 25, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission Expires: _____

James T. Townsend
Notary Public

This instrument was prepared by
Eve Anderson

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Shelby Cnty Judge of Probate,AL
06/09/2005 03:10:08PM FILED/CERT

INTER VIVOS REVOCABLE TRUST AS BORROWER - ACKNOWLEDGMENT

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

Prepared By:
EVE ANDERSON
COUNTRYWIDE HOME LOANS, INC.

31303 AGOURA ROAD WLAR-189
WESTLAKE VILLAGE
CA 91361-4635

2929640
[Escrow/Closing #]

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BY SIGNING BELOW, the undersigned, Settlor(s) of the

HERBST REVOCABLE TRUST

Trust under trust instrument dated APRIL 16, 2001, for the benefit of KURT H B HERBST,

acknowledges all of the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound thereby.

Kurt H. B. Herbst Trustee
KURT H B HERBST -Trust Settlor

Lisabetta H.B. Herbst Trustee
~~Lisabetta~~ H. B. Herbst -Trust Settlor
LISBETH
KUBH
~~KHBH~~
-Trust Settlor

-Trust Settlor

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Shelby Cnty Judge of Probate,AL
06/09/2005 03:10:08PM FILED/CERT

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INTER VIVOS REVOCABLE TRUST RIDER

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

Prepared By:
EVE ANDERSON
COUNTRYWIDE HOME LOANS, INC.

31303 AGOURA ROAD WLAR-189
WESTLAKE VILLAGE
CA 91361-4635

Phone: (800)304-1330

2929640 [Escrow/Closing #]
0009893439104005 [Doc ID #]

DEFINITIONS USED IN THIS RIDER.

(A) "Revocable Trust." The
HERBST REVOCABLE TRUST

Trust created under trust instrument dated APRIL 16, 2001, for the benefit of
KURT H B HERBST

(B) "Revocable Trust Trustee(s)."
KURT H B HERBST

trustee(s) of the Revocable Trust.

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Shelby Cnty Judge of Probate, AL
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DOC ID #: 0009893439104005

(C) "Revocable Trust Settlor (s)."
KURT H B HERBST
~~Lisabette~~ HB Herbst
LISBETH
KHBH

settlor (s) of the Revocable Trust signing below.

(D) "Lender."
Countrywide Bank, a Division of Treasury Bank, N.A.

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

(F) "Property." The property described in the Security Instrument and located at:
320 TALON DR
BIRMINGHAM, AL 35242-6924
[Property Address]

THIS INTER VIVOS REVOCABLE TRUST RIDER is made this SIXTEENTH day of APRIL, 2005, and is incorporated into and shall be deemed to amend and supplement the Security Instrument.

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

A. INTER VIVOS REVOCABLE TRUST.

1. CERTIFICATION AND WARRANTIES OF REVOCABLE TRUST TRUSTEE(S).
The Revocable Trust Trustee(s) certify to Lender that the Revocable Trust is an inter vivos revocable trust for which the Revocable Trust Trustee(s) are holding full title to the Property as trustee(s).

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

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

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Shelby Cnty Judge of Probate,AL
06/09/2005 03:10:08PM FILED/CERT

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

B. ADDITIONAL BORROWER(S).

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

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

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

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

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

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

20050609000282940 12/13 $129.50
Shelby Cnty Judge of Probate, AL
06/09/2005 03:10:08PM FILED/CERT

DOC ID #: 0009893439104005

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

Kurt H. B. Herbst Trustee,

KURT H B HERBST
Trustee of the
HERBST REVOCABLE TRUST

Trust under trust instrument dated APRIL 16, 2001,
for the benefit of
KURT H B HERBST

- Borrower

Lisabeth H B Herbst Trustee,

~~Lisabetha~~ H B Herbst
Trustee of the LISBETH
HERBST REVOCABLE TRUST

Trust under trust instrument dated APRIL 16, 2001,
for the benefit of

- Borrower

20050609000282940 13/13 $129.50
Shelby Cnty Judge of Probate, AL
06/09/2005 03:10:08PM FILED/CERT

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND KNOWN AS:

BEING LOT NUMBER 223, IN EAGLE POINT, SECOND SECTOR - PHASE 1, AS SHOWN IN THE RECORDED PLAT/MAP THEREOF IN MAP BOOK 18, PAGE 2 OF SHELBY COUNTY RECORDS.

Permanent Parcel Number: 09-3-08-0-004-023.000
KURT H.B. HERBST LISBETH HERBST,
AS TRUSTEES OF THE HERBST REVOCABLE TRUST

320 TALON DRIVE, BIRMINGHAM AL 35242
Loan Reference Number : 2929640/98934391
First American Order No: 7075775
Identifier: ELS