


12735

HOME EQUITY LINE OF CREDIT AGREEMENT AND PROMISSORY NOTE (SECONDARY LIEN)

Borrower's Name and Address: ROSE M FRASER UNMARRIED


20050725000371930 1/14 \$131.00
Shelby Cnty Judge of Probate, AL
07/25/2005 03:25:21PM FILED/CERT

Property Serving as Security (the "Property"):
2129 ARBOR HILL PARKWAY
HOOVER, AL 35244

Lender's Name and Address: SunTrust Mortgage, Inc.

901 Semmes Avenue, Richmond, VA 23224

No.: 0034712885
Date: 06/27/2005
Credit Limit: \$ 53,950.00

Initial Advance: \$ 53,950.00
Minimum Advance: \$250.00
Draw Period: 120 Months
Repayment Period: 240 Months

1. GENERAL TERMS AND DEFINITIONS. This is the Agreement establishing your Home Equity Line of Credit.

In this Agreement, many of the terms we use have special meanings:

- (a) "Borrower," "you," "your" and "yours" means each and all persons who sign this Agreement and any persons who use the Line of Credit, jointly and severally.
- (b) "We," "us" and "our" means Lender and its successors and assigns.
- (c) "Account" means the Line of Credit Account established by this Agreement.
- (d) "Billing Cycle" means the period of time normally covered by periodic billing statements and includes such period of time even when a statement is not sent because there is otherwise no balance in your Account for that period.
- (e) "Credit Limit" means the maximum amount of principal shown above that we will ordinarily allow you to owe us at any time under this Agreement.
- (f) "Credit Line Checks" means the checks used to access the Line of Credit funds during the Draw Period.
- (g) "Draw Period" means the period of time shown above during which you can receive advances under this Agreement.
- (h) "Initial Advance" means the amount of money you will obtain at closing toward the purchase of your home, if applicable, or the first disbursement you are requesting to be extended on your Line of Credit following the expiration of your rescission period. If an Initial Advance is allowed by us at origination/closing for the purchase of your home, the minimum Initial Advance for that purpose must be at least \$5,000.00.
- (i) "Line of Credit" means the home equity line of credit offered to Borrower by Lender pursuant to the terms of this Agreement.
- (j) "Loan Account Balance" means the sum of the unpaid principal of advances made under your Line of Credit, plus unpaid but earned finance charges, plus any costs, expenses, and fees that are due.



- (k) "Maturity Date" is the last day of the Repayment Period and is the date on which you promise to pay any remaining Loan Account Balance.
- (l) "Minimum Advance" means the smallest amount of money (which is currently \$250.00) we will advance to you under this Agreement in any one advance after your applicable rescission period has expired.
- (m) "Minimum Payment" means the minimum periodic payment you must make on the Line of Credit, as reflected on each periodic billing statement Lender will deliver to you for each Billing Cycle.
- (n) "Plan" refers to this Home Equity Line of Credit collectively.
- (o) "Repayment Period" means the period of time shown above during which you must repay the outstanding balance of your Account, with accrued interest, but may not request further advances. The Repayment Period begins at the end of the Draw Period, and ends on the earlier of the Maturity Date or the date when final payment of the Loan Account Balance has actually been made.

This is a personal line of credit which we are making available to you to obtain advances up to the Credit Limit on the terms and conditions contained in this Agreement. You will be able to obtain such advances from time to time, and in such amounts that we may advance and re-advance to you up to the Credit Limit, subject to the terms of this Agreement.

2. **PROMISE TO PAY; CREDIT LIMIT.** You promise to pay to Lender, or order, the total of all funds which are advanced and re-advanced to you from time to time under this Agreement, plus interest thereon, as set forth below. You also promise to pay Lender, or order, all other amounts, fees, costs and charges you are responsible for under this Agreement and that are permitted or not prohibited by applicable law. You must repay the entire outstanding Loan Account Balance on or before the Maturity Date calculated as described herein. In the event all such sums are not paid on or before the Maturity Date, then interest shall continue to accrue on applicable portions of the Loan Account Balance using the same method of calculating your interest rate as set forth below. In addition to the foregoing, and if allowed by applicable law, the interest rate applicable to any portion of the Loan Account Balance which remains outstanding after the Maturity Date shall be increased by the lesser of three (3) percentage points or the maximum amount allowed by applicable law.

Your Credit Limit is set forth at the beginning of this Agreement. You agree not to allow the principal amount that you owe on the Account to exceed the Credit Limit. If you do exceed the Credit Limit, you may be required to repay the excess immediately.

3. **SECURITY.** All amounts due under the Account are secured by a mortgage, deed of trust, or security deed (the "Security Instrument") on the Property. You agree to pay all amounts due from you, and otherwise perform all covenants and obligations required of you, under the Security Instrument. If it becomes necessary for us to advance funds to you beyond the Credit Limit to protect our security interest, or if you request one or more advances which causes you to exceed the Credit Limit and we honor that request, those amounts in excess of the Credit Limit will be owed by you and will be secured by the Security Instrument. The Security Instrument and this Agreement are related documents and a default under one document will be treated as a default under the other document. To the extent permitted by applicable law, the lien of the Security Instrument will continue and will have the same priority of claim if, with your consent, we renew, extend, amend, modify or substitute this Agreement. In the event of such renewal, extension, modification or substitution, you agree to execute any additional documents necessary to accomplish the action being taken.
4. **LOAN ADVANCES.** Except for the amount of any Initial Advance which you request and we agree to allow to be taken at closing toward the purchase of your home, we are not obligated to advance any funds to you under this Agreement until: (a) the Security Instrument: (i) has been reviewed by us for accuracy and completeness, (ii) has been recorded in the appropriate land records of the jurisdiction in which the Property is located, and (iii) constitutes a valid lien on the Property, with no other encumbrances on the Property except for any prior mortgage or deed of trust and declarations, easements or restrictions of record listed in a schedule of exceptions to coverage in the title insurance policy insuring Lender's interest in the Property and to which Lender has agreed; and (b) any applicable right of rescission has expired without exercise of that right.

After these conditions have been satisfied, you may request advances on your Account by using the Credit Line Checks or by requesting an advance directly from us. You may obtain advances during the Draw Period, and only for amounts equal to or greater than the Minimum Advance amount shown above, subject to your Credit Limit. If your request is for less than the Minimum Advance, we may, at our option, grant the request. However, granting such a request does not mean we will be required to grant requests for less than the Minimum Advance in the future. We always have the option to deny any such request. Any request for an amount that is less than the Minimum Advance may result in the assessment of a Minimum Draw Fee (as described in Section 15) against your Account.

During the Draw Period you may draw upon your Account, within the Credit Limit, until it is terminated or unless additional advances are otherwise prohibited, as provided below. We are not obligated to honor any Credit Line Check or any request for an advance received by us following the expiration of the Draw Period, regardless of whether you make such request during the Draw Period. We are not required to honor any request for any transfer or draw that would cause your outstanding indebtedness to exceed your Credit Limit. If we do make the advance, it does not mean that your Line of Credit has been increased. We may assess an Overlimit Charge (as described in Section 15) against your account and also may require you to repay the amount over your Credit Limit at once.

At the end of the Draw Period, we will review your Account and may decide, in our sole discretion, to extend the term of the Draw Period. We will notify you of our decision to grant any extension. After the Draw Period and any extension period(s) end, you will no longer be able to obtain advances and you must repay the Loan Account Balance over the term of the Repayment Period. Should we grant you an extension to the Draw Period as described above, the term of the Repayment Period will be reduced accordingly by that same amount of time.

5. **VARIABLE RATE.** The interest rate is variable, and the **ANNUAL PERCENTAGE RATE** (determined by applying the current monthly periodic rate to the "Average Daily Balance" as described below) and the periodic payment may change. The **ANNUAL PERCENTAGE RATE** includes interest only and not other costs.
6. **CALCULATION OF FINANCE CHARGES.** You agree to pay a periodic **FINANCE CHARGE** (which we will refer to as "interest") on your Account based on the **ANNUAL PERCENTAGE RATE** derived in accordance with this Section 6 and Section 7. The **FINANCE CHARGE** begins to accrue on the day that your Account has been debited for each advance, and continues to so accrue until the day the outstanding principal balance, as well as any amount we have advanced in order to protect our security interest in the Property, is paid in full.

To determine the **FINANCE CHARGE** for a Billing Cycle, we apply a monthly periodic rate of **FINANCE CHARGE** to the Average Daily Balance of your Account. To determine the Loan Account Balance on which the **FINANCE CHARGE** will be computed, we must first determine the Average Daily Balance. To do this, we take the unpaid balance of your Account at the beginning of each day, add any new advances and other debits, except Late Charges, credit insurance premiums, Returned Item Charges and other charges described in Section 15 and subtract payments or credits and unpaid finance charges. This provides us with the daily balance. We then add all daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance. (Credit balances are excluded when computing the Average Daily Balance.)

7. **INTEREST RATE AND MARGIN.** To determine the monthly periodic rate that will apply to your Account for the current billing cycle, we ☒ add / ☐ subtract a "Margin" to the value of the Index, rounded up to the nearest one-fourth of one percentage point (0.250%), and divide by 12. Your Margin is NO/1000ths percentage points (0.0000 %). The initial monthly periodic rate is 0.5000 % and the initial corresponding **ANNUAL PERCENTAGE RATE** is 6.0000 %.

The "Index" is the prime rate published in *The Wall Street Journal* under the designation "Money Rates" and shown as "prime rate" or "base rate on corporate loans posted by at least 75% of the nation's 30 largest banks," or substantially similar words, on the 25th day of the month (or the next business day if the 25th is not a business day) and the rate is effective on the first day of your next billing cycle. If more than one "prime rate" is reported, or if the "prime rate" is published as a range of rates, the highest rate reported shall be the "prime rate." In the event the Index or any substitute index shall cease to be published or is substantially altered, we may, in our discretion, choose another index made readily available to and verifiable by you and beyond our control. We may also change the Margin used as long as the historical fluctuations in the two indices were substantially similar (assuming the new index has been in existence) and as long as the new index and margin will produce a rate similar to the rate that was in effect at the time the Index became unavailable. If we change the Index as described above, the substitute index will, for the purpose of this Agreement, be considered the "Index." In no event will the **ANNUAL PERCENTAGE RATE** be more than the maximum rate allowed by applicable law and in no event shall we charge any fee prohibited by applicable law.

The **ANNUAL PERCENTAGE RATE** may change on the first day of each Billing Cycle during the term of this Agreement ("Change Date") and the rate will be effective until the ensuing Change Date. The **ANNUAL PERCENTAGE RATE** (corresponding to a monthly periodic rate) will not change more than once each Billing Cycle. An increase in the Index will result in an increase in the **FINANCE CHARGE** and corresponding **ANNUAL PERCENTAGE RATE**, which may have the effect of increasing your Minimum Payment. A decrease in the Index will have the opposite effect of an increase. If the Index changes more frequently than the **ANNUAL PERCENTAGE RATE** is scheduled to change, we will always use the Index in effect on the day we adjust the **ANNUAL PERCENTAGE RATE** to determine the new **ANNUAL PERCENTAGE RATE**. In such a case, we will ignore any changes in the Index that occur between **ANNUAL PERCENTAGE RATE** adjustments. The **ANNUAL PERCENTAGE RATE** may change no more than 12 times each year.

Your maximum **ANNUAL PERCENTAGE RATE** will be 24% or the highest rate allowed for this type of agreement by applicable state or federal law, whichever is greater. Except for this "cap," there is no limit on the amounts by which the **ANNUAL PERCENTAGE RATE** may increase or decrease on any Change Date or over the life of the Line of Credit.

8. **ADDITIONAL FINANCE CHARGES/SETTLEMENT CHARGES.** You agree to pay us the additional **FINANCE CHARGES** and settlement charges ("Closing Costs") in connection with this Account, which are reflected on the settlement statement which is attached hereto, made a part hereof, and incorporated herein by reference as if recited in its entirety. Such settlement statement may, but is not required to, be in the form of a HUD-1 or HUD-1A Settlement Statement. Lender may agree to pay some or all of the Closing Costs on your behalf at, before or after the time of settlement; however, you shall reimburse Lender for the Closing Costs paid by Lender on your behalf if you pay the Loan Account Balance in full and close the Account prior to the third anniversary of this Agreement. In such event, Lender may add this amount to your Loan Account Balance at the time of payoff, or if requested you will pay Lender directly upon demand.
9. **MINIMUM MONTHLY PAYMENT OPTION.** *[Check appropriate box below to reflect applicable Minimum Payment calculation during the Draw Period. If you do not choose either option, you authorize us to select the Interest Only option for you.]*

☐ **Interest Only**

During the Draw Period, the Minimum Payment will be equal to the accrued **FINANCE CHARGES** on your Line of Credit, insurance premiums for optional insurance you elect to purchase, Late Charges and other charges (if any) shown on your periodic billing statement. However, if your accrued **FINANCE CHARGES** are less than \$50.00, your Minimum Payment will be in this amount plus insurance premiums for optional insurance you elect to purchase, Late Charges and other charges (if any) shown on your periodic billing statement.

During the Repayment Period the Minimum Payment each month will be $1/240^{\text{th}}$ (or $1/\text{number of months in the Repayment Period when the Repayment Period has been reduced due to extension of the Draw Period}$) of the principal balance of your Line of Credit at the end of the Draw Period plus accrued **FINANCE CHARGES** plus insurance premiums for optional insurance you elect to purchase, Late Charges and other charges (if any) shown on your periodic billing statement.

☐ **0.50% of Principal Balance**

During the Draw Period, the Minimum Payment will be calculated at the end of the Billing Cycle each month and will be the greater of \$50.00 or 0.50% of the principal balance, plus any accrued **FINANCE CHARGES** on your Line of Credit. In addition, the Minimum Payment will include insurance premiums for optional insurance you elect to purchase, Late Charges and other charges (if any) shown on your periodic billing statement. However, if your principal balance and accrued **FINANCE CHARGES** are less than \$50.00, your Minimum Payment will be in this amount plus insurance premiums for optional insurance you elect to purchase, Late Charges and other charges (if any) shown on your periodic billing statement.

During the Repayment Period the Minimum Payment each month will be $1/240^{\text{th}}$ (or $1/\text{number of months in the Repayment Period when the Repayment Period has been reduced due to extension of the Draw Period}$) of the principal balance of your Line of Credit at the end of the Draw Period plus accrued **FINANCE CHARGES** plus insurance premiums for optional insurance you elect to purchase, Late Charges and other charges (if any) shown on your periodic billing statement.

10. **APPLICATION OF PAYMENTS.** During the Draw Period and the Repayment Period your payments will be applied in the following order: (a) to pay any Late Charges and other fees and charges (such as Returned Item Charges and Overlimit Charges), (b) amounts due under the Security Instrument to secure amounts advanced to protect our security; (c) to pay credit insurance premiums, (d) to pay any unpaid **FINANCE CHARGES**, and (e) to reduce the principal balance owed on the Line of Credit, or in any other order we choose subject to applicable law. Payments made by check, including cashier's, teller's and certified checks, do not discharge your debt to us until final payment of the check.
11. **RECEIPT OF PAYMENTS.** For your payment to be credited to your Account on the same business day that it is received, the coupon portion of your statement and your payment must be mailed to the remittance address shown on the coupon and received by us at the post office by 9:00 a.m. Payment must be in the form of a check or money order drawn in U.S. currency for the correct amount. Payments received by us from any other location or in any other form may not be credited to your Account for up to two business days. Business days are Monday through Friday, excluding holidays.
12. **PREPAYMENT.** You may repay all or any part of your outstanding Loan Account Balance, at any time, without penalty. During the Draw Period, any principal amounts that you repay will subsequently be available to you for advances, subject to your Credit Limit and other limitations in this Agreement. However, so long as you owe any amount you must continue to make your periodic Minimum Payment. If you pay more than the Minimum Payment, this does not affect your obligation to pay at least the Minimum Payment on subsequent payment due dates. Even if the entire outstanding Loan Account Balance has been repaid, the Account will remain open for future advances during the Draw Period, until you or your agent instructs us in writing to close the Account. The Security Instrument will remain in effect for all such future advances under your Account.
13. **SET-OFF.** You agree that we may set-off any amount due and payable under the terms of this Agreement against your right to receive money from us, unless prohibited by applicable law. For example, our right of set-off does not apply to an Individual Retirement Account; other tax-deferred retirement accounts; or federal benefit, wage, salary and retirement payments held in an electronic transfer account (ETA). In addition, our right of set-off does not apply to an account or other obligation if your rights arise only in a representative capacity or if you can obtain credit under this Agreement by using a credit card.

Your right to receive money from us includes any deposit or share account balance you have with us; any money owed to you on an item presented to us or in our possession for collection or exchange; and any

repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this Agreement" means the total amount which we are entitled to demand payment of under the terms of this Agreement at the time we set-off.

14. **CHANGING THE TERMS OF THIS AGREEMENT.** Generally, we may not change any term of this Agreement. However, we may change a term in the following circumstances: (a) we may prohibit additional extensions of credit or reduce your credit limit during the period that the maximum **ANNUAL PERCENTAGE RATE** is reached; (b) we may make specified changes that you have specifically agreed to in writing; (c) we may make changes that unequivocally benefit you throughout the remainder of the Plan; (d) we may make insignificant changes to the terms of this Agreement; or (e) if this is a variable rate plan, we may change the Index and Margin if the original Index described in this Agreement is no longer available. Any new index will have a historical movement similar to the original Index, and, together with a new margin, will result in an interest rate substantially similar to the rate in effect at the time the original Index became unavailable.

If we are required to send notice of a change in terms, we will send the notice to your address listed in this Agreement, or such other address as you may have designated to us in writing pursuant to the provisions of this Agreement.

15. **ADDITIONAL CHARGES.** You agree to pay the following additional charges pursuant to your Line of Credit:

- **Late Charge.** A late charge on any payment not paid within 10 days of the payment due date of 5% of the payment or \$10.00, whichever is greater.
- **Fee to Stop Payment.** You agree to pay \$30.00 when you request us to stop payment on your Line of Credit.
- **Overlimit Charge.** You agree to pay \$25.00 each time that you cause your Line of Credit to exceed your Credit Limit.
- **Returned Item Charge.** If you made a payment by check, draft or other item and your payment is dishonored, you will pay us a fee of \$30.00, or the highest amount permitted by applicable law.
- **Minimum Draw Fee.** You agree to pay a fee of \$25.00 for any Credit Line Check presented to us which is below the Minimum Advance requirement of \$250.00.
- **Miscellaneous Photocopying.** If you request a copy of any documents, you agree to pay \$5.00 per item and an hourly research fee of \$25.00 per hour for the time it takes us to locate, copy and mail the document to you. If your request is related to a billing error (see "Your Billing Rights" notice) and an error is found, we will reverse any photocopying charges.
- **(Other).** See attached settlement statement, which may, but is not required to, be in the form of a HUD-1 or HUD-1A.

16. **INSURANCE.** You must maintain on the Property a homeowner's policy of casualty and liability insurance and flood insurance, if applicable, in such amount(s) and for such period(s) of time as we may require. To open your Account, you must provide us with written proof, such as a current certificate of insurance, showing the required insurance coverage on the Property, as well as an endorsement of such policy in favor of us. In addition, the policy must require that your insurance company provide us with at least fifteen (15) days written notice of any change in insurance coverage or of cancellation of your policy. We may refuse to honor Credit Line Checks or to make other advances or transfers of funds under the Account until we receive satisfactory evidence with respect to these items. **You may purchase this property insurance through anyone you choose who is acceptable to us.** The Security Instrument more fully describes your insurance obligations.

If the Property is located in an area which is identified at any time by the Director of the Federal Emergency Management Agency as having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, then you are required, unless prohibited by law, to maintain flood insurance coverage for the term of this Agreement in an amount equal to the maximum amount of your Line of Credit (whether or not outstanding) and any prior liens on the Property or the maximum coverage available under the Act, whichever is less. **You may buy this insurance through anyone you choose who is acceptable to us.**

If you fail to keep the required property and flood insurance in force or fail to provide us with evidence of insurance, we may notify you that you should purchase the insurance. If you fail to purchase the insurance or fail to provide us with evidence of insurance within the time stated in our notice, we may purchase insurance to protect our interest and charge you the cost of the premiums. **The insurance we purchase may be much more expensive and will, in most cases, provide less coverage than insurance you could buy.** The insurance may be purchased through our licensed insurance affiliate which will receive a commission for selling the insurance.

17. **TERMINATION AND ACCELERATION.** You will be in default of this Agreement, and we can terminate your Account and require immediate payment of the entire outstanding Loan Account Balance if any of the following occur: (a) you engage in fraud or material misrepresentation in connection with any phase of this Line of Credit; (b) you fail to meet the repayment terms of this Agreement for any outstanding balance; or (c) your action or inaction adversely affects the Property, our security interest or any other right that we have in the Property, including, but not limited to: (i) failure to maintain required insurance on the Property; (ii) the sale, transfer, conveyance, or encumbrance of the Property in violation of the Security Instrument; (iii) failure to maintain the Property or use of the Property in a destructive or illegal manner; (iv) commission of waste; (v) failure to pay taxes on the Property or otherwise act or fail to act and thereby cause a lien to be filed against the Property that is senior to the lien of the Security Instrument; (vi) your death, if you are solely obligated under this Agreement, or the death of one of several Borrowers under this Agreement or any Grantor under the Security Instrument; (vii) the Property is taken through eminent domain; (viii) a judgment is filed against you and subjects you and/or the Property to action that adversely affects our interest; (ix) a prior lienholder forecloses on the Property and as a result, our interest is adversely affected; or (x) you move out of the dwelling and our security interest is thereby adversely affected.

The Security Instrument also describes how and under what conditions you may be required to make immediate payment of the entire outstanding Loan Account Balance, plus accrued interest and other charges you owe under this Agreement. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section, "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 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.

18. **REMEDIES.** We may terminate your Line of Credit, require you to pay the entire outstanding Loan Account Balance in one payment, and charge you any other fees related to the collection of the amount owing if you are in default in any manner described above. Furthermore, in that instance we may also take any other action short of termination, such as charging you a fee if you fail to maintain required property insurance and we purchase insurance. If you fail to pay the Loan Account Balance after notice and demand thereof, and as required by applicable law, we may foreclose the Security Instrument and sell the Property. Upon default, including failure to pay upon final maturity, Lender, at its option, may also, if permitted under applicable law, increase the interest rate on this Account by 3.00 percentage points over the then otherwise applicable **ANNUAL PERCENTAGE RATE**. The interest rate will not exceed the maximum rate permitted by applicable law. We can elect to exercise or delay enforcement of any of our rights under this Agreement and/or the Security Instrument without losing any such rights. If we elect not to exercise or enforce any of our rights, such election shall not be deemed a waiver of any of those rights. If we elect to terminate this Plan and accelerate the amounts owing on your Account, we may use our right to set-off, unless prohibited by applicable law.
19. **SUSPENSION OF CREDIT AND REDUCTION OF CREDIT LIMIT.** We may temporarily prohibit you from obtaining additional advances or reduce your Credit Limit during any period in which: (a) the value of the dwelling that secures this Line of Credit declines significantly below the dwelling's appraised value for purposes of this Plan; (b) we reasonably believe you will not be able to fulfill the repayment obligations because of a material change in your financial circumstances; (c) you are in default of any material obligation of this Agreement, or any agreement securing this Agreement; (d) a government action prevents us from imposing the Annual Percentage Rate provided for in this Agreement; (e) the priority of our security interest is adversely affected by a government action to the extent that the value of the security interest is less than 120% of the Line of Credit; (f) the Annual Percentage Rate corresponding to the daily periodic rate reaches the maximum rate allowed under this Agreement; (g) we have been notified by a regulatory agency that continued advances constitute an unsafe and unsound business practice; (h) you fail to deliver to us financial statements or information which we request; or (i) our security interest in the Property loses priority as to future advances over subsequently recorded Security Instruments or as a result of a judgment lien, statutory lien or other lien, or your request for a modification of this Agreement and/or the Security Instrument securing this Account.
- In the event that we suspend your right to additional advances or reduce your Credit Limit, we will send you notice of our decision to do so at the address listed in this Agreement, or such other address as you may have designated to us in writing pursuant to the provisions of this Agreement. If we have based our decision to suspend or reduce your credit privileges on an assessment of your financial condition or performance under this Plan and you believe that your situation has changed, you must request that we re-evaluate your situation in order to reinstate your privileges.
20. **FINANCIAL AND CREDIT INFORMATION.** You will promptly provide us with personal financial information, including a financial statement, if we should request it for the purpose of reviewing your Account or updating your credit file. We may request such information from time to time, whether or not we have reason to believe that there are any problems with your Account or with your creditworthiness. Any advances or transfers made under the Account are made in reliance upon the information that you provide us, which you represent and warrant to us is true and accurate as of the date such information is given. You authorize us to make or have made any credit inquiries we feel are necessary. You also authorize the person or agencies to whom we make these inquiries to supply us with the information we request.
21. **ATTORNEYS' FEES.** If you default on this Agreement, you agree to pay all of our costs and expenses incurred in the collection or enforcement of the debt, including reasonable attorneys' fees not to exceed 15% of the amount of the unpaid debt after default paid to an attorney who is not a salaried employee of ours.
22. **GOVERNING LAW AND ENFORCEABILITY.** Federal law applies to certain aspects of this Agreement. This Agreement will be governed by the laws of the jurisdiction in which the Property is located, except to the extent federal law applies. If any part of this Agreement is determined to be invalid, then we may enforce the remainder of this Agreement as if the invalid provision did not exist.

23. **TERMINATION OF AGREEMENT.** Your Account will automatically terminate on the earlier of the Maturity Date shown above or on the date we give you notice of the termination as the result of an occurrence of a default (as described in Section 17). Upon termination of the Account, the entire Loan Account Balance then outstanding, with accrued interest and any fees and charges owing on the Account, will be due and payable in full on that date. You can terminate this Agreement by written notice of termination of this Agreement and a request for a discharge of the Security Instrument mailed or delivered to us at any time. Your notice of termination will be effective on the first business day after our written acknowledgment that your request has been received and that no further information or action is required to so terminate; and in such event the entire principal balance outstanding on your Account, plus interest accrued thereon, together with fees and charges owing on the Account, will be due and payable in full on that date. We shall terminate your Account upon the written request of all Borrowers effective upon our written acknowledgment as described above; additionally, you agree and hereby authorize us that we may, but are not required to, terminate your Account upon written request of any one of you. We may require a notarized writing before terminating the Account.
24. **JOINT AND SEVERAL LIABILITY; TERMINATION OF ACCOUNT.** If this Account is jointly held, each of you authorizes any other Borrower, on his or her request alone and without the consent or knowledge of the other(s), to cancel the Line of Credit, to request and receive advances of principal under your Line of Credit Account, to take any action or to give or receive any notice under this Agreement, and to take all other actions in connection with this Agreement. In addition, any notice given by us to one of you shall be effective as to all of you. In any event, each of you will be legally responsible for payment of the total amount of the Loan Account Balance and any applicable charges, regardless of any divorce, legal separation or other legal proceedings.
25. **NOTICES.** We will mail statements and notices to you at the address set forth above. You must notify us in writing of any change in your name, address, or place of employment. You may send written notices to us at the address set forth above or at such other address that we designate in writing.
26. **REPRESENTATIONS AND WARRANTIES.** You represent and warrant to us that the information contained in the loan application, in each material respect, was true at the time the loan application was completed. You represent and warrant to us that the terms of any existing deed of trust, mortgage, or security deed on the Property permit us to enter into this Agreement and that the loans secured by such existing deed of trust, mortgage, or security deed are current in all material respects and are not in default.
27. **TAX DEDUCTIBILITY.** You acknowledge that we (including our employees and representatives) do not make any representations or warranties to you about the tax consequences of you establishing or using this Line of Credit (including the deductibility of interest or fees), and we will not be liable if interest or fees are not deductible. You should consult a tax advisor regarding the deductibility of interest, charges, and fees under this Agreement.
28. **BILLING ERRORS.** Your rights and responsibilities with regard to billing errors are explained in the document under the heading "YOUR BILLING RIGHTS," which is attached to this Agreement.
29. **LOAN CHARGES.** If the Account is subject to a law that sets maximum loan charges, and that law is finally interpreted so that the interest or other charges collected, or to be collected, in connection with the Account exceeds the permitted limits, then: (i) any such charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from you which exceeded permitted limits shall be refunded to you. We will refund the excess either by reducing the principal owed under the Account or by making a direct payment to you. If we apply the excess toward reducing the principal balance, the reduction will be treated as a partial prepayment.
30. **ASSIGNS.** This Agreement shall be binding upon you and each of your heirs, executors, administrators, successors and assigns, subject to the limitations on selling, transferring or otherwise conveying the Property contained in this Agreement and the Security Instrument.

31. **WAIVERS.** To the extent not prohibited by law and subject to any required notice and opportunity to cure a default for failure to make a required payment, you waive protest, presentment for payment, demand, notice of dishonor, notice of acceleration, notice of intent to accelerate, and notice of nonpayment.
32. **INFORMATION REPORTED TO CREDIT BUREAUS.** UNDER THE FAIR CREDIT REPORTING ACT, YOU HAVE THE RIGHT TO NOTIFY US IF YOU BELIEVE THAT WE HAVE REPORTED INACCURATE INFORMATION ABOUT YOUR ACCOUNT TO A CREDIT BUREAU OR CONSUMER REPORTING AGENCY. SUCH NOTICE SHOULD BE SENT IN WRITING AND INCLUDE YOUR COMPLETE NAME, CURRENT ADDRESS, SOCIAL SECURITY NUMBER, TELEPHONE NUMBER, ACCOUNT NUMBER, TYPE OF ACCOUNT, SPECIFIC ITEM OF DISPUTE AND THE REASON WHY YOU BELIEVE THE INFORMATION REPORTED IS IN ERROR. SEND THE NOTICE TO: SUNTRUST, P.O. BOX 85052, RICHMOND, VA 23285.
33. **ARBITRATION CLAUSE.** Upon the demand of either party hereto, any action, claim, dispute, or controversy arising from or relating to this Agreement or the relationships which result from this Agreement (hereinafter "Claim" or "Claims"), including Claims by either party against the employees, officers, directors, agents, successors, heirs, or assigns of the other party, including Claims regarding the applicability, interpretation, or validity of this arbitration clause and/or the underlying agreement, shall be resolved by individual (not class or class-wide) binding arbitration, except as specifically provided herein. The individual arbitration proceedings shall be governed by the rules, procedures and fees of the National Arbitration Forum, the American Arbitration Association, or JAMS in effect at the time the Claim is made or filed. You have the right to select which of these arbitration forums to use, but if you do not make a timely selection, we may make the choice. Any arbitration hearing will take place at a location reasonably convenient to you. At your written request, we or the holder of this Agreement will advance any arbitration filing fee or administrative and hearing fees which you are required to pay to pursue a Claim subject to the arbitrator ultimately deciding who must be responsible for paying those fees. In no event will you be required to reimburse us or the holder of this Agreement for any filing, administrative or hearing fees in an amount greater than what the costs would have been had the Claim been resolved in a court with jurisdiction. The parties agree that the arbitrator shall have all powers provided by law and this Agreement. These powers include all legal and equitable remedies, including but not limited to the power to decide money damages and issue declaratory or injunctive relief. Judgment upon an arbitration award may be entered in any court having jurisdiction. A demand for arbitration may be made before or after the beginning of any legal proceeding; however, any demand made after the initiation of a legal proceeding must be made within sixty (60) days following the service of a complaint, third-party complaint, cross-claim, or counterclaim.

The parties acknowledge and agree that this agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended. THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT OR OPPORTUNITY TO INDIVIDUALLY, OR AS PART OF A CLASS ACTION, LITIGATE CLAIMS IN COURT REGARDING THIS AGREEMENT OR THIS ARBITRATION CLAUSE AND CHOOSE INDIVIDUAL (NOT CLASS) BINDING ARBITRATION TO RESOLVE ALL CLAIMS AND SHALL INCLUDE NO OTHER (EVEN IDENTICAL) DISPUTE WITH ANOTHER CUSTOMER OR BORROWER, EXCEPT AS SPECIFICALLY PROVIDED HEREIN.

This arbitration agreement, unless prohibited by applicable law, applies to all Claims specified above, whether now in existence or arising in the future and shall survive the voluntary payment of debt in full, any bankruptcy, or sale of the debt, EXCEPT nothing in this arbitration agreement shall be construed to prevent either party from using self-help repossession, replevin, judicial or non-judicial foreclosure or any other form of relief allowed by law to enforce a security interest. The institution and maintenance of such litigation shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration pursuant to this arbitration agreement.

Loan No: 0034712885

By executing this Agreement, you acknowledge that you have read this Agreement and that you agree to its terms and conditions. You also acknowledge that each person owning an interest in the Property has received a copy of this Agreement and two copies of the Notice of Right to Cancel, if applicable.

X Rose M. Fraser JUN 27 2005
ROSE M FRASER (Borrower) (Date) (Borrower) (Date)

(Borrower) (Date) (Borrower) (Date)

LENDER: SunTrust Mortgage, Inc.

20050725000371930 11/14 \$131.00
Shelby Cnty Judge of Probate, AL
07/25/2005 03:25:21PM FILED/CERT



STATE OF ALABAMA, SHELBY COUNTY ss:

On this 27th day of June 2005
a Notary Public in and for said county and in said state, hereby certify that


Rose M. Fraser

whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, she executed the same voluntarily and her act on the day the same bears date.

Given under my hand and seal of office this 27th day of June, 2005

My Commission Expires: 8/2/08

Candice Robinson
Notary Public


20050725000371930 12/14 \$131.00
Shelby Cnty Judge of Probate, AL
07/25/2005 03:25:21PM FILED/CERT

**YOUR BILLING RIGHTS
KEEP THIS NOTICE FOR FUTURE USE**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings, checking, share draft or other account, you can stop the payment on any amount you think is wrong. To stop payment your letter must reach us three business days before the automatic payment is scheduled to occur.

***Your Rights and Our Responsibilities
After We Receive Your Written Notice***


We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any mistaken amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. We must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.


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Shelby Cnty Judge of Probate, AL
07/25/2005 03:25:21PM FILED/CERT



RE: R05-12735
ROSE FRASER
Loan Number:

EXHIBIT "A"

LOT 82 ACCORDING TO THE FINAL PLAT OF ARBOR HILL PHASE III AS
RECORDED IN MAP BOOK 33 PAGE 142 IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.


20050725000371930 14/14 \$131.00
Shelby Cnty Judge of Probate, AL
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