20061215000612160 1/7 $779.00
Shelby Cnty Judge of Probate,AL
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This Document Prepared By:
DAVID BOSSERT
Wachovia Bank, National Association
Retail Credit Servicing
P.O. Box 50010
Roanoke, VA 24022

CUNG, DEXTER TODD

Record and Return To:
Fiserv Lending Solutions
600A N.JohnRodes Blvd
MELBOURNE, FL 32934

OPEN-END MORTGAGE

THIS MORTGAGE is made this day **28 November, 2006** between **DEXTER TODD CUNG & CINDA CUNG, MARRIED.**

(herein "Grantor" or "Mortgagor"), and Wachovia Bank, National Association, a national banking association organized and existing under the laws of the United States of America, whose address is Wachovia Bank, National Association, 301 South College Street, VA 0343, Charlotte, North Carolina 28288-0343 (herein "Lender" or "Mortgagee").

The Lender has made a loan to **GENESIS EXPERT SYSTEMS INC** (herein "Borrower") the maximum indebtedness at any one time shall not exceed U.S.$ **500000.00** which loan is an open-end line of credit as evidenced by Borrower's Business Equity Line of Credit Agreement dated **11/28/06** and extensions, modifications and renewals thereof (herein "Note") which provides for obligatory advances of all or part of the loan proceeds from time to time, subject to provisions in the Note. The entire indebtedness evidenced by the Note, if not sooner paid, will be due and payable on **11/27/46**.

THIS MORTGAGE secures a Note that provides for changes in the interest rate, as more particularly described in said Note. In case of a conflict between the Note and this Mortgage governing the terms of the remedies of default or termination of advances, the terms of the Note shall control.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Grantor herein contained, Grantor does hereby mortgage, grant and convey to Lender the following described Property located in the County of **SHELBY**, State of Alabama:

DEED DATE:05/27/03 RECORDED: 05/30/03 BOOK/INST: 2003 PAGE: 33598
PARCEL/TAX ID #:044190000002010 TWP/BORO:CITY OF BIRMINGHAM

******* SEE ATTACHED LEGAL DESCRIPTION *******

which has the address of **403 STONEGATE DR**
BIRMINGHAM AL 35242
and Parcel No. **044190000002010** (herein"Property Address");

TOGETHER with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the Property covered by this Mortgage; and all of the foregoing, together with said Property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Any Rider ("Rider") attached hereto and executed of even date is incorporated herein and the covenants and agreements of the Rider shall amend and supplement the covenants and agreements of this Mortgage, as if the Rider were a part hereof.

Grantor covenants that Grantor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Grantor covenants that Grantor warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

1. Obligation to Lend. Lender is absolutely obligated under the terms of the Note to make advances not to exceed, at any one time in the aggregate, the amount stated in the Note and Borrower has agreed to repay any advances under the terms of the Note. Lender's absolute obligation to make advances to Borrower under the Note ends when Lender terminates the right to make advances and demands repayment of the outstanding obligation or prohibits additional extensions of credit under the Note or this Mortgage. Nevertheless, Lender may waive the right to terminate or prohibit additional advances. If Lender does not terminate or prohibit additional advances, Lender remains obligated to make advances to Borrower under the terms of the Note. However, that waiver does not bind Lender if the same or a different event occurs or is continuing at a later time.

2. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.

3. Prior Mortgages and Deeds of Trust; Charges; Liens. Grantor shall perform all of Grantor's obligations, under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Grantor's covenants to make payments when due. Grantor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

4. Hazard Insurance. a) Grantor 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 floods, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval which shall not be unreasonably withheld. If Grantor fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with section 6.

b) All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgagee clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Grantor shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Grantor.

c) Unless Lender and Grantor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 Mortgage, whether or not then due, with any excess paid to Grantor. If Grantor abandons the Property or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

d) Except as provided in subsection 4(e) below, should partial or complete destruction or damage occur to the Property, Grantor hereby agrees that any and all instruments evidencing insurance proceeds received by Lender as a result of said damage or destruction, shall be placed in a non-interest bearing escrow account with Lender. At Lender's discretion, Lender may release some or all of the proceeds from escrow after Grantor presents Lender with a receipt(s), invoice(s), written estimates(s) or other document(s) acceptable to Lender which relates to the repair and/or improvements of the Property necessary as a result of said damage and/or destruction. Absent an agreement to the contrary, Lender shall not be required to pay Grantor any interest on the proceeds held in the escrow account. Any amounts remaining in the account after all repairs and/or improvements have been made to Lender's satisfaction, shall be applied to the sums secured by this Mortgage. Grantor further agrees to cooperate with Lender by endorsing all checks, drafts and/or other instruments evidencing insurance proceeds and any necessary documents. Should Grantor fail to provide any required endorsement and/or execution within 30 days after Lender sends Grantor notice that Lender has received an instrument evidencing insurance proceeds, or document(s) requiring Grantor's signature, Grantor hereby authorizes Lender to endorse said instrument and/or document(s) on Grantor's behalf, and collect and apply said proceeds at Lender's option, either to restoration or repair of the Property or to sums secured by this Mortgage. It is not the intention of either party that this escrow provision, and/or Lender's endorsement or execution of an instrument(s) and/or document(s) on behalf of Grantor create a fiduciary or agency relationship between Lender and Grantor.

e) Unless Lender and Grantor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in section 2 or change the amount of the payments. If under section 16 the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Mortgage.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Grantor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Grantor shall perform all of Grantor's obligations under the Declaration of 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.

6. Protection of Lender's Security. If Grantor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Grantor, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such actions as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this section 6, with interest thereon from the date of disbursal, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this section 6 shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Grantor notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

9. Borrower and Grantor Not Released; Forbearance By Lender Not a Waiver. Borrower shall remain liable for full payment of the principal and interest on the Note (or any advancement or obligation) secured hereby, notwithstanding any of the following: (a) the sale of all or a part of the premises; (b) the assumption by another party of Borrower or Grantor's obligations hereunder; (c) the forbearance or extension of time for payment or performance of any obligation hereunder, whether granted to Borrower, Grantor, or a subsequent owner of the Property; and (d) the release of all or any part of the premises securing said obligations or the release of any party who assumes payment of the same. None of the foregoing shall in any way affect the full force and effect of the lien of this Mortgage or impair Lender's right to a deficiency judgment (in the event of foreclosure) against Borrower to the extent permitted by applicable law. Any forbearance by Lender in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Non-obligor Signers. Grantor covenants and agrees that Grantor's obligations and liability shall be joint and several. However, any Grantor who signs this Mortgage but does not execute the Note: (a) is not personally obligated to pay the sums secured by this Mortgage; and (b) agrees that Lender and Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without such signer's consent.

Subject to the provisions of section 15, any Successor in Interest of Grantor who assumes Grantor's obligations under this Mortgage in writing, and is approved by Lender, shall obtain all of Grantor's rights and benefits under this Mortgage. Grantor shall not be released from Grantor's obligations and liability under this Mortgage unless Lender agrees to such release in writing. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of Lender.

11. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Grantor provided for in this Mortgage shall be given by delivering it or by mailing such notice by first class mail addressed to Grantor or the current owner at the Property Address or at such other address as Grantor may designate in writing by notice to Lender as provided herein, and any other persons personally liable on the Note as their names and addresses appear in Lender's records at the time of giving notice and (b) any notice to Lender shall be given by first class mail to Lender's address at Wachovia Bank, National Association, Retail Credit Servicing, P.O. Box 50010, Roanoke, VA 24022 or to such other address as Lender may designate by notice to Grantor as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Grantor or Lender when given in the manner designated herein.

12. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflicts shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

13. Borrower and Grantor's Copy. Borrower and Grantor shall be furnished a conformed copy of this Mortgage and Rider(s) at the time of execution or after recordation hereof.

14. Rehabilitation Loan Agreement. Grantor shall fulfill all of Grantor's obligations under any home rehabilitation, improvement, repair or other loan agreement which Grantor enters into with Lender. Lender, at Lender's option, may require Grantor to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Grantor may have against parties who supply labor, materials or services in connection with improvements made to the Property.

15. Transfer of the Property or a Beneficial Interest in Grantor; Assumption. As used in this section 15, "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 Grantor 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 Grantor is not a natural person and a beneficial interest in Grantor is sold or transferred) without Lender's prior written

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consent, Lender may require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law.

If Lender exercises this option, Lender shall give Borrower and Grantor 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 11 within which Borrower must pay all sums secured by this Mortgage. If Borrower or Grantor fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies by this Mortgage without further notice or demand on Borrower or Grantor.

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

16. Default; Acceleration; Remedies. Upon the breach of any covenant or agreement in this entire Mortgage, including the Borrower's covenants to pay when due any sums under the Note secured by this Mortgage, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without demand or notice, notice of the exercise of such option being hereby expressly waived. Lender may invoke the power of sale hereby granted. Lender shall have the right to enter upon and take possession of the Property hereby conveyed and after or without taking such possession shall have the right to sell the same at public auction 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 payment of the purchase money, Lender, or owner of the debt and this Mortgage, or auctioneer, shall execute to the purchaser for and in the name of Grantor, a good and sufficient deed to the Property sold. Lender shall apply the proceeds of said sale: first, to the expense of advertising, selling and conveying said Property, including a reasonable attorney's fee; 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; third, to the payment in full of the principal indebtedness and interest thereon, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the date of said sale; and fourth, the balance, if any, shall be paid over to said Grantor or to whomever then appears of record to be the owner of said Property. Lender may bid and become the purchaser of the Mortgaged Property at any foreclosure sale hereunder.

17. Borrower and Grantor's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower and Grantor shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued if: (a) Borrower or Grantor pays Lender all sums which then would be then due under this Mortgage, the Note and Notes securing Future Advances, if any, had no acceleration occurred; (b) Grantor cures all breaches of any other covenants or agreements of Grantor contained in this Mortgage; (c) Grantor pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Grantor contained in this Mortgage, and in enforcing Lender's remedies as provided in section 16 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Grantor takes such action, as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower or Grantor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

18. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Grantor hereby assigns to Lender the rents of the Property, provided that so long as Grantor is not in default hereunder, Grantor shall, prior to acceleration under section 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration and/or foreclosure under section 16 hereof, or abandonment of the Property, Lender, in person or by agent, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Lender shall be liable to account only for those rents actually received prior to foreclosure sale as provided in section 16. Lender shall not be liable to account to Grantor or to any other person claiming any interest in the Property for any rents received after foreclosure.

19. Loan Charges. If the loan secured by this Mortgage 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 permitted limits, then: (a) any such loan charges 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 mailing a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

20. Legislation. If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, this Mortgage or any Rider, unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Mortgage or the Note, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by this Mortgage to be immediately due and payable.

21. Satisfaction. When the balance of all outstanding sums including finance charges and other charges, if any, secured by this Mortgage is zero, Lender shall upon request of Borrower, release this Mortgage. Borrower will pay all recordation costs, if any. Absent a request from Borrower, this Mortgage shall remain in full force and effect for the term set forth above. Lender, at Lender's option, may allow a partial release of the Property on terms acceptable to Lender and Lender may charge a release fee.

22. Waiver of Homestead. Grantor hereby waives all rights of homestead exemption in the Property and relinquishes all rights of dower and curtesy in the Property.

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23. Consideration. But for the execution of this Mortgage by Grantor, Lender would not make the loan to Borrower.

24. Hazardous Substances. Grantor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Grantor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Grantor shall promptly give Lender written notice of 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 Grantor has actual knowledge. If Grantor learns, or is notified by any governmental or regulatory authority, that any removal, or other remediation of any Hazardous Substance affecting the Property is necessary, Grantor shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this section 24, "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 section 24, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

25. ARBITRATION. For purposes of this Arbitration section, "I," "me," and "my" refer to Grantor and "You" refers to Lender. You and I (the "Parties") agree that any claim or dispute ("Claim") arising out of or relating to this Mortgage shall, at the election of either you or me, be resolved by binding arbitration. This includes, without limitation, Claims: (1) under local, state or federal law whether based on a constitution, statute or regulation, in contract, tort or otherwise, and whether for money damages, penalties, or declaratory or equitable relief; (2) relating to the validity, enforceability, interpretation, or scope of this arbitration provision; (3) between the Parties, or between a Party and another Party's employee, agent, parent, subsidiary, affiliate, licensee, successor, assign, or heir; (4) relating to any phase of this loan transaction including any subsequent modification, extension or renewal of this Mortgage; or (5) relating to the interpretation, performance or breach of any provision of this Mortgage or any other document prepared or submitted for this loan transaction, the sale and/or financing of any ancillary products or services, or to the conduct of any Party to this loan transaction.

Whoever first demands arbitration shall choose one of the following to administer the arbitration: (1) the National Arbitration Forum, or its successor, under its applicable rules in effect at the time the Claim is filed which may be obtained by mail from The National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405-0191, or on the Internet at: http://www.arb-forum.com; or (2) the American Arbitration Association, or its successor, under its applicable rules in effect at the time the Claim is filed, which may be obtained by mail from the American Arbitration Association, Attn: Customer Service Department, 335 Madison Ave., 10th Floor, NY, NY 10017-4605 or on the Internet at http://www.adr.org. In the event that the selected arbitration entity is unwilling or unable to serve, the remaining arbitration entity from the list above shall administer the arbitration. If there is a conflict between the rules of the arbitrator and the terms of this arbitration provision, this arbitration provision shall govern.

Arbitration fees (including, for example, filing fees, administrative fees, and arbitrator fees, but excluding attorney or advisor fees) will be shared fees equally by the Parties, or as awarded by the arbitrator. Nothing in this arbitration provision shall prevent me from requesting that the applicable arbitration entity reduce or waive my fees, or that you voluntarily pay an additional share of said fees, based upon my financial circumstances or the nature of my claim.

The arbitration hearing shall be conducted in the federal judicial district in which I reside, or if I am a business entity (other than a sole proprietorship, in which my chief executive office is located. The Parties acknowledge that this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et. seq.* ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. The arbitrator shall follow existing substantive law to the extent consistent with the FAA and applicable statute of limitations and shall honor any claims or privileges recognized by law. Any ruling shall be final and binding on the Parties, except that in the event that the arbitrator's award for a Party is $0.00, or against a Party is in excess of $100,000.00, or includes an award of injunctive relief against a Party, that Party may request a new arbitration with the same arbitration entity by a new three arbitrator panel. The appealing Party requesting the new arbitration shall be responsible for the new arbitration's fees and costs, subject to a final determination by the arbitrators of a fair apportionment. If any Party requests, the arbitrators shall write an opinion containing specific findings of fact and conclusions of law.

Nothing in this Arbitration section shall be construed to prevent the use of bankruptcy, repossession, replevin, judicial or non-judicial foreclosure, set-off, attachment, garnishment or sequestration or any other prejudgment or provisional remedy that any Party may have under state or federal law. Neither Party waives the right to arbitrate by exercising any such remedies, filing suit, or seeking or obtaining provisional remedies from a court.

All Claims will be arbitrated on an individual basis. No Party will participate as a representative or member of any class of claimants with respect to any Claim. Nothing in this Mortgage shall be construed to authorize an arbitrator to consider or conduct class action arbitration. Unless the Parties otherwise agree in writing, only parties to this loan can be joined to the arbitration and only claims or disputes that arise out of, or relate to, this loan can be consolidated with the arbitration. This paragraph is referred to below as the "Class Waiver" provision.

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If any provision of this Arbitration section, other than the Class Waiver provision, is found to be unenforceable or invalid, that provision shall be severed and the remaining provisions shall be enforceable without regard to such invalidity or unenforceability. If the Class Waiver provision is found to be unenforceable or invalid, this entire Arbitration section shall be unenforceable and invalid.

This arbitration provision limits the Parties rights, including the right to go to court or to have a trial by judge or jury. **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A TRIAL BY JURY OR JUDGE. I SHOULD SEEK INDEPENDENT ADVICE BEFORE SIGNING THIS MORTGAGE IF I DO NOT UNDERSTAND ANY TERMS OF THIS ARBITRATION PROVISION OR THE COSTS, ADVANTAGES, OR DISADVANTAGES OF ARBITRATION. BY SIGNING THIS MORTGAGE I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF THIS ARBITRATION SECTION.**

26. LIMITATION ON LIABILITY; WAIVER OF PUNITIVE DAMAGES. EACH OF THE PARTIES, INCLUDING LENDER BY ACCEPTANCE OF THIS MORTGAGE, AGREES THAT IN ANY JUDICIAL, MEDIATION OR ARBITRATION PROCEEDING OR ANY CLAIM OR CONTROVERSY BETWEEN THE PARTIES THAT MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH THIS MORTGAGE OR ANY RELATED DOCUMENTS OR ANY OTHER MORTGAGE OR DOCUMENT BETWEEN THE PARTIES OR THE OBLIGATIONS EVIDENCED BY THIS MORTGAGE OR RELATED TO THIS MORTGAGE, IN NO EVENT SHALL ANY PARTY HAVE A REMEDY OF, OR BE LIABLE TO THE OTHER FOR, (1) INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR (2) PUNITIVE OR EXEMPLARY DAMAGES. EACH OF THE PARTIES HEREBY EXPRESSLY WAIVES ANY RIGHT OR CLAIM TO PUNITIVE OR EXEMPLARY DAMAGES THEY MAY HAVE OR WHICH MAY ARISE IN THE FUTURE IN CONNECTION WITH SUCH PROCEEDING, CLAIM OR CONTROVERSY, WHETHER THE SAME IS RESOLVED BY ARBITRATION, MEDIATION, JUDICIALLY OR OTHERWISE.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Grantor and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender at Wachovia Bank, National Association, Retail Credit Servicing, P.O. Box 50010, Roanoke, VA 24022 of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Grantor has executed this Mortgage and adopted as his seal the word ("SEAL") appearing beside his name.

Signed, sealed and delivered by:

_____[SEAL]
Grantor

_____[SEAL]
Grantor
DEXTER TODD CUNG

_____[SEAL]
Grantor Cinda Cung
CINDA CUNG

_____[SEAL]
Grantor

State of Alabama
County of Jefferson

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____

_____

_____
DEXTER TODD CUNG
_____
CINDA CUNG

whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledge before me on this day that, being informed of the contents of said Mortgage, he/she/they executed the same voluntarily on the same day the same bears date.

GIVEN under my hand and official seal this 28 day of November, 2006.

_____
Notary Public

T. Andrew Pierce
Notary Public (Name Typed or Printed)

My Commission Expires: _____

My Commission Expires September 6, 2010

NOTICE TO PROBATE JUDGE

This Mortgage secures open-end or revolving indebtedness with residential real property or interests; therefore, under Section 40-22-21(1)b, Code of Alabama 1976, as amended, the mortgage filing privilege tax on this Mortgage should not exceed $.15 for each $100 (or fraction thereof) of the credit limit of

$ _____ provided for herein, which is the maximum principal indebtedness to be secured by this Mortgage at any one time.

Wachovia Bank, N.A.

By _____
Its _____

By Melissa Cassity

Its Vice President, Operations Group Leader

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SCHEDULE A

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA, TO WIT:

LOT 64, ACCORDING TO THE SURVEY OF STONEGATE REALTY, PHASE 3, AS RECORDED IN MAP BOOK 33 PAGE 122, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 403 STONEGATE DR