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After recording please return to:

AmTrust Bank Attn: Document Control
[Company Name]

[Name of Natural Person]

1111 Chester Ave
[Street Address]

Cleveland, OH 44114
[City, State Zip Code]

This instrument was prepared by:

Mortgage Banc, LLC
[Name of Natural Person]

3000 Riverchase Galleria Suite 755
[Street Address]

[City, State Zip Code]

[Space Above This Line For Recording Data]

Loan Number: 4188962

MORTGAGE

MIN 100162500041889628

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated July 13, 2007, together with all Riders to this document.

(B) "Borrower" is William C. Westfall, Jr. and Brenda L. Westfall as Trustees of the William C. Westfall, Jr. Revocable Trust Agrment dated April 12, 1999 and Brenda L. Westfall and William C. Westfall, Jr. as Trustees of the Brenda L. Westfall Revocable Trust Agrmt dated* Borrower is the mortgagor under this Security Instrument.
 *April 12, 1999

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

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(E) "Note" means the promissory note signed by Borrower and dated July 13, 2007. The Note states that Borrower owes Lender **Three Hundred Three Thousand Nine Hundred Twenty and 00/100ths Dollars (U.S. \$303,920.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **August 1, 2037**.

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

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

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

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input checked="" type="checkbox"/> Revocable Trust Rider | |
| <input type="checkbox"/> Other(s) <i>[specify]</i> | X INTER VIVOS REVOCABLE TRUST AS BORROWER- | |

ACKNOWLEDGMENT

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

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

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

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

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

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

(O) "Periodic Payment" means the regularly scheduled amount due for (1) principal and interest under the Note, plus (2) any amounts under Section 3 of this Security Instrument.

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

Alabama Mortgage-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

—THE COMPLIANCE SOURCE, INC.—

www.compliance-source.com

Page 2 of 13

MERS Modified Form 3001 01/01

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

see attached exhibit A

which currently has the address of 188 Ridge Drive

[Street]

Shelby, Alabama 35143 ("Property Address")

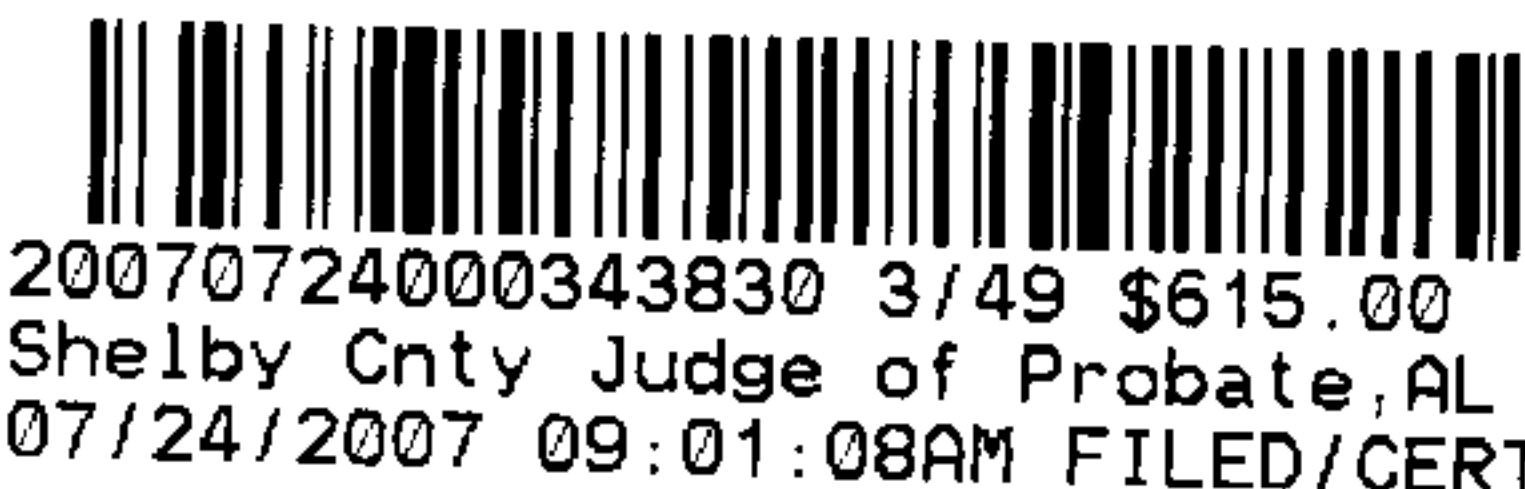
[City] [Zip Code]

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

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

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

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

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice,

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Shelby Cnty Judge of Probate, AL
07/24/2007 09:01:08AM FILED/CERT

which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be

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

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

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

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

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

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

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be

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reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

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

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

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

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

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

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

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

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not

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be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

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

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

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such

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

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

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

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

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

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

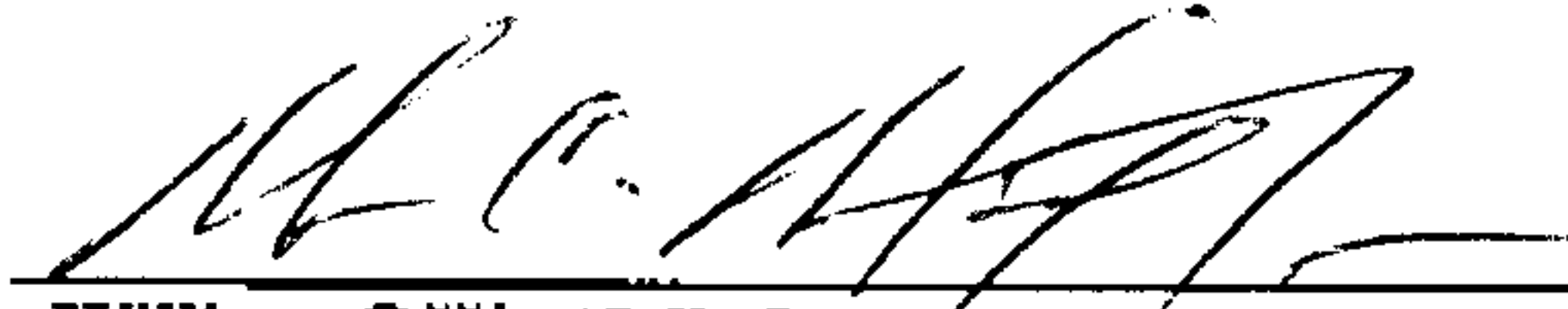
23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered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

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

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



William C Westfall, Jr

(Seal)

-Borrower

WILLIAM C. WESTFALL, JR., AS INDIVIDUAL AND AS TRUSTEE OF THE WILLIAM C. WESTFALL, JR. REVOCABLE TRUST AND THE BRENDA L. WESTFALL REVOCABLE TRUST UNDER TRUST INSTRUMENTS DATED APRIL 12, 1999 FOR THE BENEFIT OF WILLIAM C. WESTFALL, JR. AND BRENDA L. WESTFALL



Brenda Westfall

(Seal)

-Borrower

BRENDA L. WESTFALL, AS INDIVIDUAL AND AS TRUSTEE OF THE BRENDA L. WESTFALL REVOCABLE TRUST AND THE WILLIAM C. WESTFALL, JR. REVOCABLE TRUST UNDER TRUST INSTRUMENTS DATED APRIL 12, 1999 FOR THE BENEFIT OF BRENDA L. WESTFALL AND WILLIAM C. WESTFALL, JR.

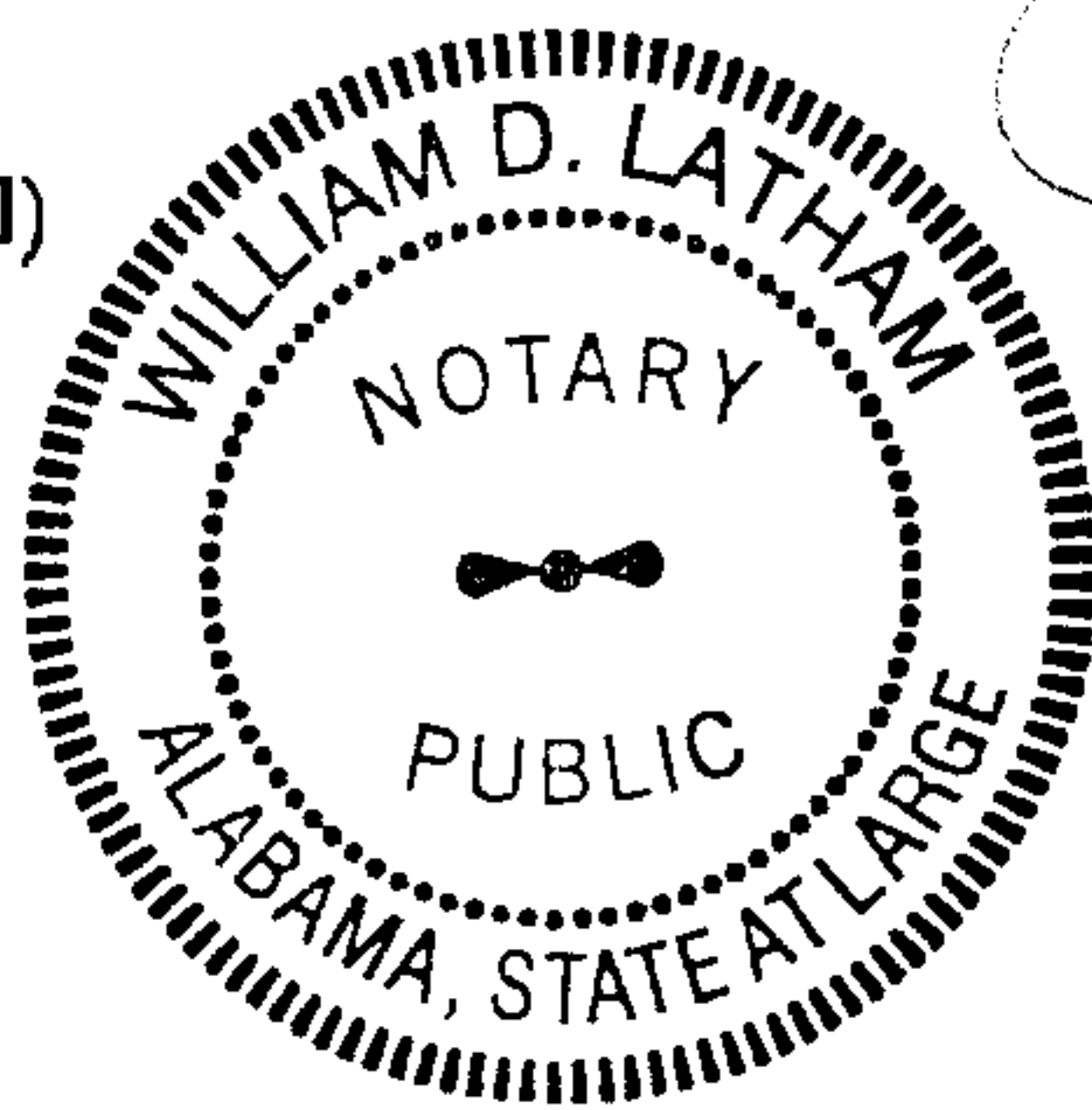
State of Alabama

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County of Chilton

I, William D. Latham *[name and style of officer]*, hereby certify that William C Westfall, Jr and Brenda Westfall, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the day the same bears date. Given under my hand this 13th day of July, 2007, A.D.

(Seal)



Notary Public

My Commission Expires: 4-26-08



Exhibit 'A'

Lot 2A of the Map and Resurvey of Lots 2 and 3 of Wildwood Shores, 3rd Sector, as recorded in the office of the Judge of Probate of Shelby, County, Alabama in Map Book 14, page 23.

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07/24/2007 09:01:08AM FILED/CERT

Loan Number: 4188962
MIN: 100162500041889628

SECOND HOME RIDER

THIS SECOND HOME RIDER is made this **13th** day of **July, 2007**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to **Mortgage Banc, LLC** (the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at:


188 Ridge Drive, Shelby, AL 35143
[Property Address]

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

6. Occupancy. Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

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

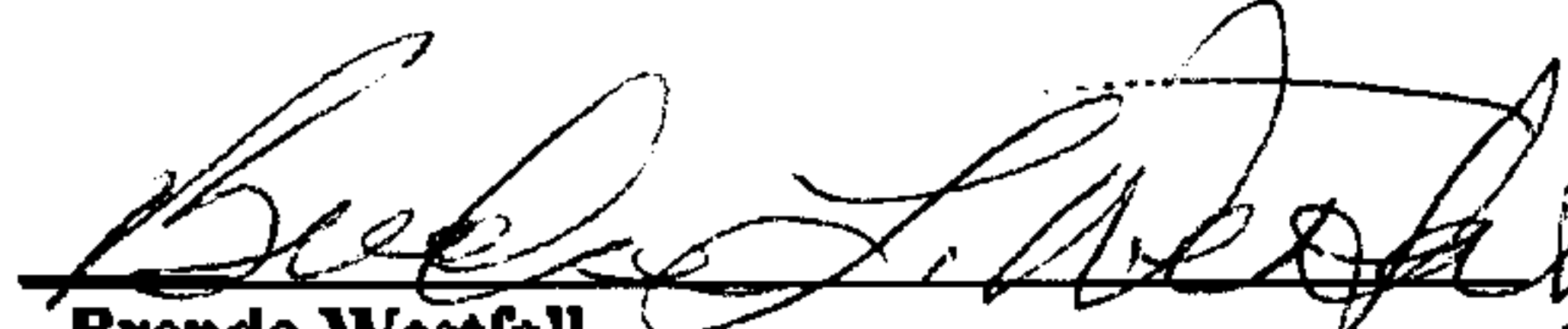
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Second Home Rider.

 (Seal)
William C Westfall, Jr -Borrower

WILLIAM C. WESTFALL, JR., AS INDIVIDUAL AND
AS TRUSTEE OF THE WILLIAM C. WESTFALL, JR.
REVOCABLE TRUST AND THE BRENDA L. WESTFALL
REVOCABLE TRUST UNDER TRUST INSTRUMENTS
DATED APRIL 12, 1999 FOR THE BENEFIT OF WILLIAM
C. WESTFALL, JR. AND BRENDA L. WESTFALL

 (Seal)
Brenda Westfall -Borrower

BRENDA L. WESTFALL, AS INDIVIDUAL AND
AS TRUSTEE OF THE BRENDA L. WESTFALL
REVOCABLE TRUST AND THE WILLIAM C. WESTFALL,
JR. REVOCABLE TRUST UNDER TRUST INSTRUMENTS
DATED APRIL 12, 1999 FOR THE BENEFIT OF BRENDA L.
WESTFALL AND WILLIAM C. WESTFALL, JR.

[Sign Original Only]



INTER VIVOS REVOCABLE TRUST RIDER

DEFINITIONS USED IN THIS RIDER.

(A) "Revocable Trust." The **WILLIAM C. WESTFALL, JR. REVOCABLE TRUST AGREEMENT AND THE BRENDA L. WESTFALL REVOCABLE TRUST AGREEMENT** created under trust instrument dated **April 12, 1999**, for the benefit of **WILLIAM C. WESTFALL, JR. AND BRENDA L. WESTFALL**

(B) "Revocable Trust Trustee(s)." **WILLIAM C. WESTFALL, JR. AND BRENDA L. WESTFALL**, trustee(s) of the Revocable Trust.

(C) "Revocable Trust Settlor(s)." **WILLIAM C. WESTFALL, JR. AND BRENDA L. WESTFALL**, settlor(s) of the Revocable Trust signing below.

(D) "Lender," **MORTGAGE BANC, LLC**

(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:

188 RIDGE DRIVE, SHELBY, AL 35143

[Property Address]

THIS INTER VIVOS REVOCABLE TRUST RIDER is made this _____ day of _____, 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).

MULTISTATE INTER VIVOS REVOCABLE TRUST RIDER

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Page 1 of 3

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VMP Mortgage Solutions, Inc.



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The Revocable Trust Trustee(s) warrants to Lender that (i) the Revocable Trust is validly created under the laws of the State of **ALABAMA** ; (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.

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.

VMP-372R (0508)

Page 2 of 3

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

The Transfer of the Property or a Beneficial Interest in Borrower Covenant 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 the Notice Section 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.

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


WILLIAM C. WESTFALL, JR.

WILLIAM C. WESTFALL, JR., AS INDIVIDUAL AND
 AS TRUSTEE OF THE WILLIAM C. WESTFALL, JR.
 REVOCABLE TRUST AND THE BRENDA L. WESTFALL,
 REVOCABLE TRUST UNDER TRUST INSTRUMENTS
 DATED APRIL 12, 1999 FOR THE BENEFIT OF WILLIAM
 C. WESTFALL, JR. AND BRENDA L. WESTFALL

-Borrower


BRENDA L. WESTFALL

BRENDA L. WESTFALL, AS INDIVIDUAL AND
 AS TRUSTEE OF THE BRENDA L. WESTFALL,
 REVOCABLE TRUST AND THE WILLIAM C. WESTFALL,
 JR. REVOCABLE TRUST UNDER TRUST INSTRUMENTS
 DATED APRIL 12, 1999 FOR THE BENEFIT OF BRENDA L.
 WESTFALL AND WILLIAM C. WESTFALL, JR.

-Borrower

BRENDA L. WESTFALL REVOCABLE TRUST

I, BRENDA L. WESTFALL, hereinafter referred to as "Grantor", of Santa Rosa County, Florida, hereby transfer to BRENDA L. WESTFALL, and WILLIAM C. WESTFALL, JR. as trustees, the property identified in the attached Schedule of Property. The trust property so identified, and any property added to the trust in accordance with the provisions of this instrument, and all investments and reinvestments thereof ("trust principal") shall be held upon the following terms:

ARTICLE I

This instrument, as from time to time amended, may be designated the "BRENDA L. WESTFALL REVOCABLE TRUST DATED April 12, 1999."


ARTICLE II

Commencing as of the date of this instrument and during my life, the trustee shall administer the trust principal and any net income thereof as follows:

A. The trustee shall distribute to me or apply for my benefit such amounts of net income and principal, even to the extent of exhausting principal, as the trustee believes desirable from time to time for the health, support in reasonable comfort, best interests, and welfare of me, considering all circumstances and factors deemed pertinent by the trustee. Any undistributed net income shall be accumulated and added to principal, as from time to time determined by the trustee.

B. In addition, the trustee shall distribute to me or others such amounts of net income and principal as I, if not disabled as determined under paragraph C of this Article, may from time to time direct in writing.

C. The decision as to whether at any time or from time to time I am disabled for purposes of paragraph B of this Article because advanced age, illness, or other cause has impaired my ability to transact ordinary business shall be made by my trustee or if I am serving as trustee, by my co-trustee or successor trustee as the case may be, with the concurring opinion of a physician who has examined or treated me within the prior three months. During any period in which I am determined to be disabled hereunder, I may be prohibited from making withdrawals pursuant to paragraph B of this Article by written instrument delivered to me, signed by the examining physician and my trustee, or if I am serving as trustee my co-trustee or successor trustee as the case may be.


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ARTICLE III

A. Following my death, the trustee shall pay out of the trust principal all (a) my legally enforceable debts, including debts owed by me to a trustee individually, except debts which are an encumbrance on real property, (b) the expenses of my last illness and funeral, (c) the administration expenses payable by reason of my death, and (d) the estate and inheritance taxes (including interest and penalties, if any) payable in any jurisdiction by reason of my death (including those administration expenses and taxes payable with respect to assets which do not pass under this trust).

B. Grantor BRENDA L. WESTFALL may leave a signed written statement or list disposing of certain items of tangible personal property not otherwise disposed of herein. Grantor BRENDA L. WESTFALL gives those certain items of tangible personal property owned by this trust at the time of her death in the manner described in the last dated writing made for this purpose and signed by her that is in existence at the time of her death. Any such statement or list will probably be found in her safe deposit box, or with the original or a copy of this Trust. If no such written statement or list is found and properly identified by the Trustee within thirty (30) days after BRENDA L. WESTFALL'S death, it shall be presumed conclusively that there is no such statement or list and any subsequently discovered statement or list shall be of no force and effect.

ARTICLE IV

A. If my spouse, survives me (and for purposes of this Article if the actual sequence of our deaths cannot readily be determined, my spouse shall be presumed to have predeceased me), the trustee shall, as of the date of my death, set aside out of trust principal (including property to which the trustee may be entitled under my will or from any other source) in a separate trust named for my spouse that pecuniary amount which is equal to the value as finally determined for federal estate tax purposes of "qualified property" (as defined in this paragraph) reduced by the largest amount, if any, which, if allocated to the Family Trust (created in Article V of this instrument), would result in no increase in federal estate tax payable at my death by reason of taking into account the unified credit and the credit for state death taxes (but only if use of the state death tax credit does not require an increase in the state death taxes paid which are computed by reference to that state death tax credit) allowable to my estate, but no other credits. As used in this paragraph, "qualified property" is all property disposed of by this instrument and property, the proceeds, investments, or reinvestments of which are disposed of by this instrument, in either case which is included in my gross estate for federal estate tax purposes and

which is not otherwise effectively disposed of by Article III of this instrument. The trust named for my spouse shall be administered as follows:

1. Commencing as of the date of my death and during the life of my spouse the trustee shall distribute to my spouse:

(a) The entire net income of the trust in convenient installments, at least as frequently as quarterly; and

(b) As much or all of the principal of the trust as the trustee from time to time believes desirable for the health, support in reasonable comfort, education and maintenance of my spouse, considering all circumstances and factors deemed pertinent by the trustee.

2. Notwithstanding any other provision of this instrument, upon the death of my spouse, all income of the trust which is accrued or undistributed at my spouse's death shall be paid to the estate of my spouse.

3. Upon the death of my spouse, the trustee shall pay, first from the remaining principal of the trust named for my spouse, directly to the appropriate governmental authority or authorities or to the personal representative of my spouse's estate, as the trustee deems advisable, without seeking reimbursement, recovery, or contribution from any person, the amount by which the estate, inheritance and other death taxes (including interest and penalties, if any, but excluding any generation-skipping tax) payable in any jurisdiction by reason of my spouse's death shall be increased as a result of the inclusion of any part of the trust named for my spouse in the gross estate of my spouse for such tax purposes, as certified in writing by the personal representative of my spouse's estate.

4. Upon the death of my spouse the principal of the trust shall be administered as provided in paragraph B of Article V of this Trust.

B. I recognize that under some circumstances no property may be allocated to the Marital Bequest, pursuant to the formulas set forth in paragraph A of this Article.

C. For purposes of determining the pecuniary amount of the Marital Bequest and the fractional shares described in paragraph A of this Article, I direct that:

1. Adjustments shall not be made between income and principal or in determining the pecuniary amount or fractional shares to compensate for the effect of certain tax elections made by the trustee or my personal representative;

2. None of the provisions of this Article, including for example the use of the terms "largest" and "smallest," shall be construed as requiring any particular exercise or nonexercise of tax elections, regardless of their effect on the determination of the pecuniary amount or fractional shares; and

3. The pecuniary amount shall be determined assuming a federal estate tax marital deduction is allowed for property allocated to the Marital Bequest, and shall be diminished if and to the extent required by subparagraph 2 of paragraph D of this Article.

D. In satisfying the Marital Bequest:

1. Property distributed in kind shall be valued at its fair market value as of the date of distribution to the trustee;

2. Only property or proceeds of property with respect to which the federal estate tax marital deduction would be allowable, if distributed outright to my spouse, shall be distributed to the trustee; and

3. Except to the extent other available assets are inadequate, property which represents the right to income in respect of a decedent under Section 691 of the Code shall not be distributed to the trustee.

ARTICLE V

As of the date of my death, but after providing for the payments, if any, required by Article III of this instrument, and the allocation, if any, required by Article IV of this instrument, the trustee shall retain the balance of the trust principal (including property to which the trustee may be entitled under my will or from any other source) in a separate trust named the Family Trust. The Family Trust shall be administered as follows:

A. If my spouse, WILLIAM C. WESTFALL, JR., survives me (and for purposes of this Article if the actual sequence of our deaths cannot readily be determined, my spouse shall be presumed to have predeceased me) as of the date of my death, but after providing for the payments, if any, required by Article III and Article IV the trustee shall retain the balance of the trust principal (including property to which the trustee may be entitled under my will or from any other source) in a separate trust named the Family Trust. The Family Trust shall be administered as follows:

1. If my spouse survives me, then commencing as of the date of my death and during the life of my spouse, the trustee

shall distribute to my spouse all of the net income and as much of the principal of the Family Trust as the trustee believes desirable from time to time for the health, support in reasonable comfort, education, and maintenance of my spouse, considering all circumstances and factors deemed pertinent by the trustee.

2. Upon the death of my spouse the remaining trust assets shall be distributed per stirpes to KRISTI L. BECKMAN and SHEREE C. LOMBARDO.

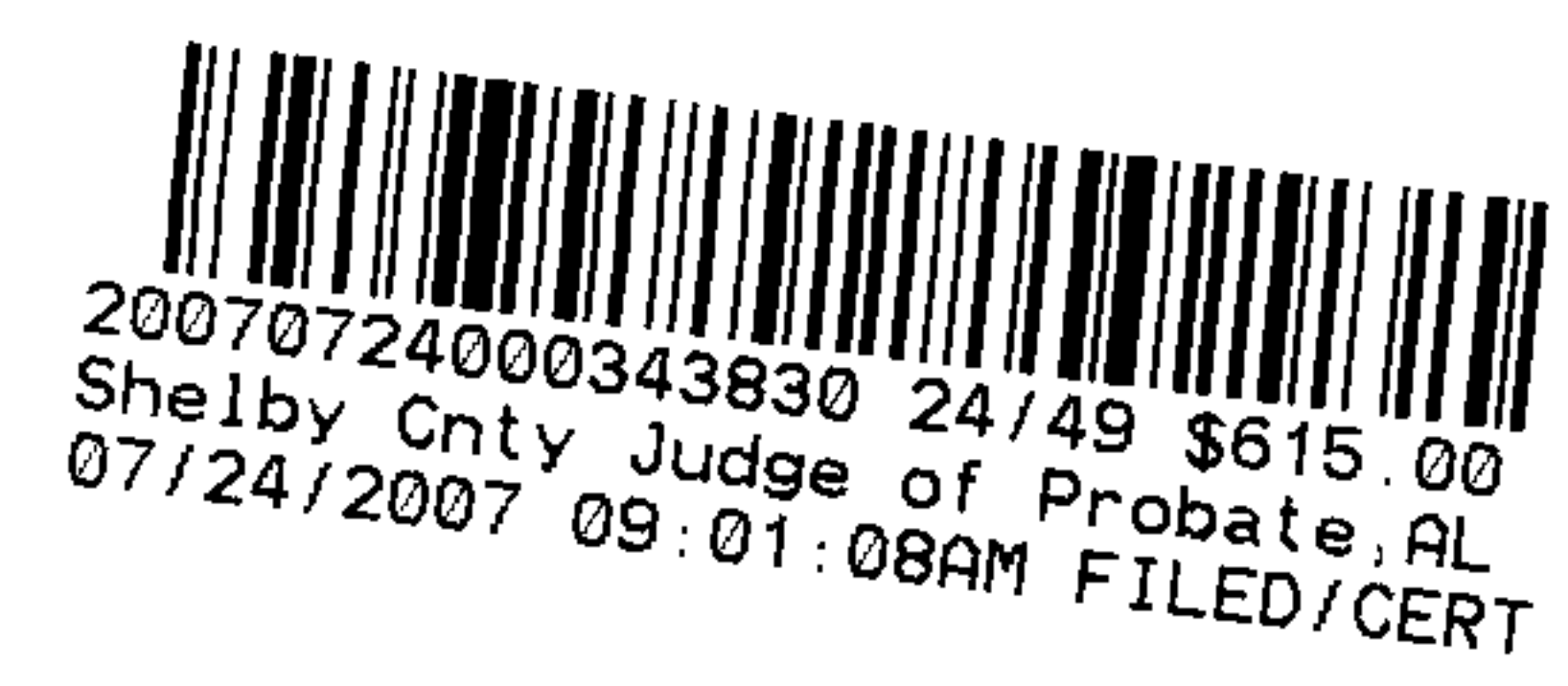
B. If my spouse predeceases me the remaining trust assets shall be distributed per stirpes to KRISTI L. BECKMAN and SHEREE C. LOMBARDO.

C. Despite the preceding provisions of this instrument, the trustee may elect to withhold any property otherwise distributable under this Trust to a beneficiary who has not reached the age of twenty-one (21) years and may retain the property for that beneficiary in a separate trust named for the beneficiary, to be distributed to the beneficiary when he or she reaches the age of twenty-one (21) years. The trustee shall apply as much of the net income and principal of the trust so retained as the trustee believes desirable for the health, support in reasonable comfort, education, and maintenance of the beneficiary for whom the trust is named, considering all circumstances and factors deemed pertinent by the trustee. Any undistributed net income shall be accumulated and added to principal, as from time to time determined by the trustee. Upon the beneficiary hereunder attaining the age of twenty-one (21) years, the trustee shall distribute the remaining assets of the beneficiary's share to the beneficiary. If the beneficiary for whom the trust is named dies before complete distribution of his or her share of the trust, the remaining net income and principal of the trust shall be distributed to the beneficiary's estate.

ARTICLE VI

The provisions of this Article shall apply to each trust held under this instrument:

A. If at any time a beneficiary eligible to receive net income or principal distributions is under legal disability, or in the opinion of the trustee is incapable of properly managing his or her financial affairs, then the trustee may make those distributions directly to the beneficiary, to a lawful guardian of the beneficiary, or to a custodian selected by the trustee for the beneficiary under a Uniform Transfers to Minors Act or similar applicable law, or may otherwise expend the amounts to be distributed for the benefit of the beneficiary in such manner as the trustee considers advisable.



B. Among the circumstances and factors to be considered by the trustee in determining whether to make discretionary distributions of net income or principal to a beneficiary are the other income and assets known to the trustee to be available to that beneficiary and the advisability of supplementing such income or assets. As used throughout this instrument, the term "education" includes, but is not limited to, private schooling at the elementary and secondary school level, college, graduate and professional education, and specialized or vocational training.

C. Except as otherwise provided by law, no interest of any beneficiary shall be subject to anticipation, to claims for alimony or support, to voluntary transfer without the written consent of the trustee, or to involuntary transfer in any event.

ARTICLE VII

A. Powers and Authority of Trustee. In addition to any inherent, implied or statutory powers, granted to Trustee, our Trustee is specifically authorized to exercise all of the following powers in the management of the Trust:

1. To retain for any period of time without limitation, and without liability for loss or depreciation in value, any property transferred to the Trustee, including partnership interests (whether general, special, or limited), even though the Trustee could not properly purchase the property as a trust investment and though its retention might violate principles of investment diversification;

2. To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, grant or exercise options to buy, convey, transfer, exchange, or lease (for a term within or extending beyond the term of the trust) any real or personal property of the trust, and to partition, dedicate, grant easements in or over, subdivide, improve, and remodel, repair, or raze improvements on any real property of the trust, and in general to deal otherwise with the trust property in such manner, for such prices, and on such terms and conditions as any individual might do as outright owner of the property;

3. To borrow money at interest rates then prevailing from any individual, bank, or other source, irrespective of whether any such individual or bank is then acting as Trustee, and to create security interests in the trust property by mortgage, pledge, or otherwise;

4. To invest in bonds, common or preferred stocks, notes, real estate mortgages, common trust funds, shares of regulated investment companies, currencies, partnership interests (whether general, special, or limited), or other securities or property, real or personal, domestic or foreign, including partial

interests, such as life estate, term or remainder interests, without being limited by any statute or rule of law governing investments by Trustees;

5. To make allocations, divisions, and distributions of trust property in cash or in kind, or partly in each; to allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or separate trusts, without liability for, or obligation to make compensating adjustments by reason of, disproportionate allocations of unrealized gain for federal income tax purposes; and to determine the value of any property so allocated, divided, or distributed;

6. To make such elections and allocations under the tax laws as the Trustee deems advisable without regard to the relative interests of the beneficiaries; the Trustee shall not make adjustments between principal and income, or in the interests of the beneficiaries, to compensate for the effects of such elections and allocations; and any decision made by the Trustee with respect to the exercise of any tax election or allocation shall be binding and conclusive on all persons;

7. To exercise in person or by general or limited proxy all voting and other rights, powers, and privileges and to take all steps to realize all benefits with respect to stocks or other securities; and to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations, or other changes in the financial structure of any corporation;

8. To cause any security or other property to be held, without disclosure of any fiduciary relationship, in the name of the Trustee, in the name of a nominee, or in unregistered form;

9. To pay all expenses incurred in the administration of the trust, including reasonable compensation to any Trustee, and to employ or appoint and pay reasonable compensation to accountants, depositaries, investment counsel, attorneys, attorneys-in-fact, and agents (with or without discretionary powers);

10. To deal with the fiduciary or fiduciaries of any other trust or estate, even though the Trustee is also the fiduciary or one of the fiduciaries of the other trust or estate;

11. To compromise or abandon any claim in favor of or against the trust;

12. To lend money to the personal representative of my estate, and to purchase property from the personal representative my estate and retain it for any period of time without

limitation, and without liability for loss or depreciation in value, notwithstanding any risk, unproductivity, or lack of diversification;

13. To commingle for investment purposes the property of the trust with the property of any other trust held hereunder allocating to each trust an undivided interest in the commingled property;

14. To receive any property, real or personal, to be added to the trust, from me (and, if the Trustee consents in writing, from any other person) by lifetime or testamentary transfer or otherwise;

15. To execute instruments of any kind, including instruments containing covenants and warranties binding upon and creating a charge against the trust property and containing provisions excluding personal liability;

16. To use and expend the trust income and principal to (i) conduct or cause to be conducted environmental investigations of the trust property, including environmental audits, assessments, site monitoring, laboratory analyses, testing, title histories, aerial photographs, public and private records reviews, and any related inquiries arising out of or in any way related to liability or claims under federal, state or local environmental statutes, regulations, ordinances, requirements, demands of government authorities or policies or under common law ("environmental laws"); (ii) take appropriate remedial action to contain, clean up or remove any actual or threatened environmental hazard, including a spill, release, discharge or contamination, and conduct site restoration work on the trust property and notify the appropriate federal, state or local authorities either on its own accord or in response to an actual or threatened violation of environmental laws; (iii) institute legal proceedings, claims and demands concerning environmental hazards, contamination or condition of the trust property, or contest, pay, compromise, settle or comply with legal proceedings, claims, demands, orders, penalties, fines and damages brought or imposed by federal, state or local government authorities or by a private litigant; and (iv) employ agents, consultants and legal counsel to assist with or perform the above undertakings or actions. Any expenses or costs incurred by the Trustee under this subparagraph may be charged against income or principal as the Trustee shall determine;

17. To perform all other acts necessary for the proper management, investment, and distribution of the trust property; and

18. Grantor also waives the Trustee's compliance with the terms of Fla. Stat. Section 738.12 (1998) as to underproductive property and Fla. Stat. Section 738.13 (1998) as to

charges against income and principal.

B. The powers granted in this Article shall be in addition to those granted by law and may be exercised even after termination of all trusts hereunder until actual distribution of all trust principal, but not beyond the period permitted by any applicable rule of law relating to perpetuities. Notwithstanding any other provision of this instrument, upon a written direction from my spouse, the trustee of the trust named for my spouse shall make productive any unproductive property or shall convert the same into productive property within a reasonable time.

C. To the extent that such requirements can legally be waived, no trustee hereunder shall ever be required to give bond or security as trustee, or to qualify before, be appointed by, or account to any court or beneficiary, annually or otherwise, or to obtain the order or approval of any court with respect to the exercise of any power or discretion granted in this instrument.

D. This instrument and all dispositions hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida.

ARTICLE VIII

A. In the event either initial trustee becomes unable or unwilling to serve as trustee the other initial trustee shall serve as sole trustee. In the event both initial trustees become unable or unwilling to serve as trustee I hereby nominate and appoint KRISTI L. BECKMAN and SHEREE C. LOMBARDO, or the survivor of them as successor co-trustees. In the event both KRISTI L. BECKMAN and SHEREE C. LOMBARDO become unable or unwilling to serve as trustee I hereby nominate and appoint A.G. EDWARDS TRUST COMPANY as successor trustee. At anytime my spouse and I are co-trustees serving this trust, either may bind the trust without the consent of the other and either or both may establish bank or investment accounts that can be accessed by one Trustee's signature only.

B. The incumbent trustee shall have all of the title, powers, and discretion granted to the original trustee, without court order or act of transfer. No successor trustee shall be personally liable for any act or failure to act of a predecessor trustee. A successor trustee may accept the account furnished, if any, and the property delivered by or for a predecessor trustee without liability for so doing, and such acceptance shall be a full and complete discharge to the predecessor trustee.

C. At anytime that A. G. Edwards Trust Company is serving as Successor Trustee the Trustee shall have the following powers in addition to those conferred on the Trustee by other provisions of this document.

1. The Trustee and any individual or entity with which they are associated or affiliated in any way (including, but not limited to, any such individual or entity associated or affiliated through any direct or indirect ownership interest of any sort) (each of which is an "Authorized Party" under this Agreement) may deal in their own interest with any trust estate created in this Agreement. The Trustees may deal between such trust estate and themselves or any other Authorized Party, either party acting in any capacity (including, but not limited to, acting as trustee, personal representative, employee, agent or partner), in buying, selling, pledging, leasing and exchanging assets, in furnishing or receiving goods, services or facilities, and in borrowing or lending funds or participating in other extensions of credit when, in their sole discretion, such transaction shall be to the benefit of the trust estate. The foregoing shall apply regardless of any compensation, gain or profit derived by any Authorized Party acting in any capacity in connection with any such transaction.

2. Any Authorized Party may furnish services to any trust estate created in this Agreement in any capacity as may be necessary or desirable in the Trustees' sole discretion for the proper management, protection and sale or other disposition of the trust property or any part of the trust property, and may receive and retain customary and reasonable compensation for services in any such capacity. The Trustees shall act without bond or security and shall not account to any court.

3. In the event that any person employed by an Authorized Party shall also be acting as an officer or director of any corporation in which the trust may own stock or other securities or as an officer or director of any affiliate of such corporation or may be a candidate for election as such officer or director, such person may act as such officer or director and receive compensation therefor in the same manner as if he were not employed by an Authorized Party, and shall not be disqualified from voting for his election to such office or for membership on said board of directors for the reason that he is employed by an Authorized Party, or for the reason that he may be receiving compensation for serving in any such capacity.

4. Grantor hereby acknowledges that A.G. Edwards, Inc., any successor to it, and each of its subsidiaries and affiliates is an Authorized Party as defined in this paragraph and that the foregoing provisions are applicable to A.G. Edwards, Inc., any successor to it, and each of its subsidiaries and affiliates. During such time as A.G. Edwards Trust Company (or any other Authorized Party which is associated or affiliated in any way with A.G. Edwards Trust Company) is serving as a Trustee under this Agreement, Grantor hereby directs the Trustees to engage A.G. Edwards, Inc., any successor to it, or such of its subsidiaries or affiliates as shall provide services required by the Trustees; except that the Trustees shall not be required to engage A.G.

Edwards, Inc., or any of its subsidiaries or affiliates to effect principal transactions in securities.

5. At any time and from time to time the corporate Trustee may delegate to any Co-Trustee or any other individual or entity, including, but not limited to, A.G. Edwards, Inc., any successor to it, and any of its subsidiaries and affiliates, and any individual Trustee may delegate to the corporate Trustee, any or all of the delegating Trustee's powers and authorities conferred upon such Trustee by law or by this Agreement; provided, that a power or authority which is specifically conferred upon a Trustee (to the exclusion of any other Trustee or any other person or entity) shall not be delegated. The delegation of any such power shall be evidenced by an instrument in writing signed by the delegating Trustee and acknowledged in the same manner as deeds to real estate are required to be acknowledged by the laws of the State of Florida then in effect and shall be delivered to the Trustee or other person or entity to whom the delegation is made and a copy shall be filed with the records pertaining to the trust involved. The delegating Trustee may at any time revoke such delegation, such revocation being made in the same manner as the delegation of the power or authority. So long as any such delegation is in effect, any power or authority hereby delegated may be exercised by the Trustee or other person or entity to whom such delegation was made and any action may be taken by the Trustee or other person or entity to whom such delegation was made with the same force and effect as if the Trustee delegating such power or authority had itself joined in the exercise of such power or authority in the taking of such action.

6. A. G. Edwards Trust Company, and any successor corporate Trustee hereunder, shall be entitled to receive compensation for its services in accordance with its published schedule of charges in effect at the time such services are rendered. In addition to the foregoing fees, compensation may be paid to any Authorized Party and to any special Trustee in accordance with the provisions of this Agreement. Any Authorized Party shall also be entitled to receive and retain from any money market fund or similar entity, payments as authorized under Rule 12b-1 of the Investment Company Act, in connection with the distribution of such fund's or entity's securities.

7. No successor Trustee hereunder shall have any duty or responsibility to audit or review the actions or accountings of its predecessor Trustees, each successor Trustee hereunder being expressly relieved from any and all liability or responsibility for the actions or failure to act of any such predecessor.

ARTICLE IX

A. I reserve the right from time to time during my life, by written instrument delivered to the trustee, to amend or revoke this instrument in whole or in part.

I now sign this trust agreement on April 12, 1999.

Brenda L. Westfall
BRENDA L. WESTFALL

This instrument was on the date thereof signed, published and declared by BRENDA L. WESTFALL to be her Trust in our presence, and in the presence of each of us, and we, at her request and in her presence, and in the presence of each other, have hereunto subscribed our names as attesting witnesses.

Dory A. Lanter of Pensacola, FL 266597115
Aimee E. Janura of Pensacola, FL 50868273

PROOF OF TRUST

STATE OF FLORIDA
COUNTY OF ESCAMBIA

We, BRENDA L. WESTFALL, Dory A. Lanter and Aimee E. Janura, on oath state that we are the Grantor and the subscribing witnesses to the attached written instrument dated the 12th day of April, 1999, which purports to be the Trust of BRENDA L. WESTFALL. On the execution date of the instrument, the Grantor, in our presence, signed the instrument at the end thereof and declared the instrument to be the Trust of BRENDA L. WESTFALL, and requested that we attest to the execution thereof whereupon, in the presence of the Grantor and in the presence of each other each of us signed our respective names as attesting witnesses.

DATED this 12th day of April, 1999.

Brenda L. Westfall
BRENDA L. WESTFALL

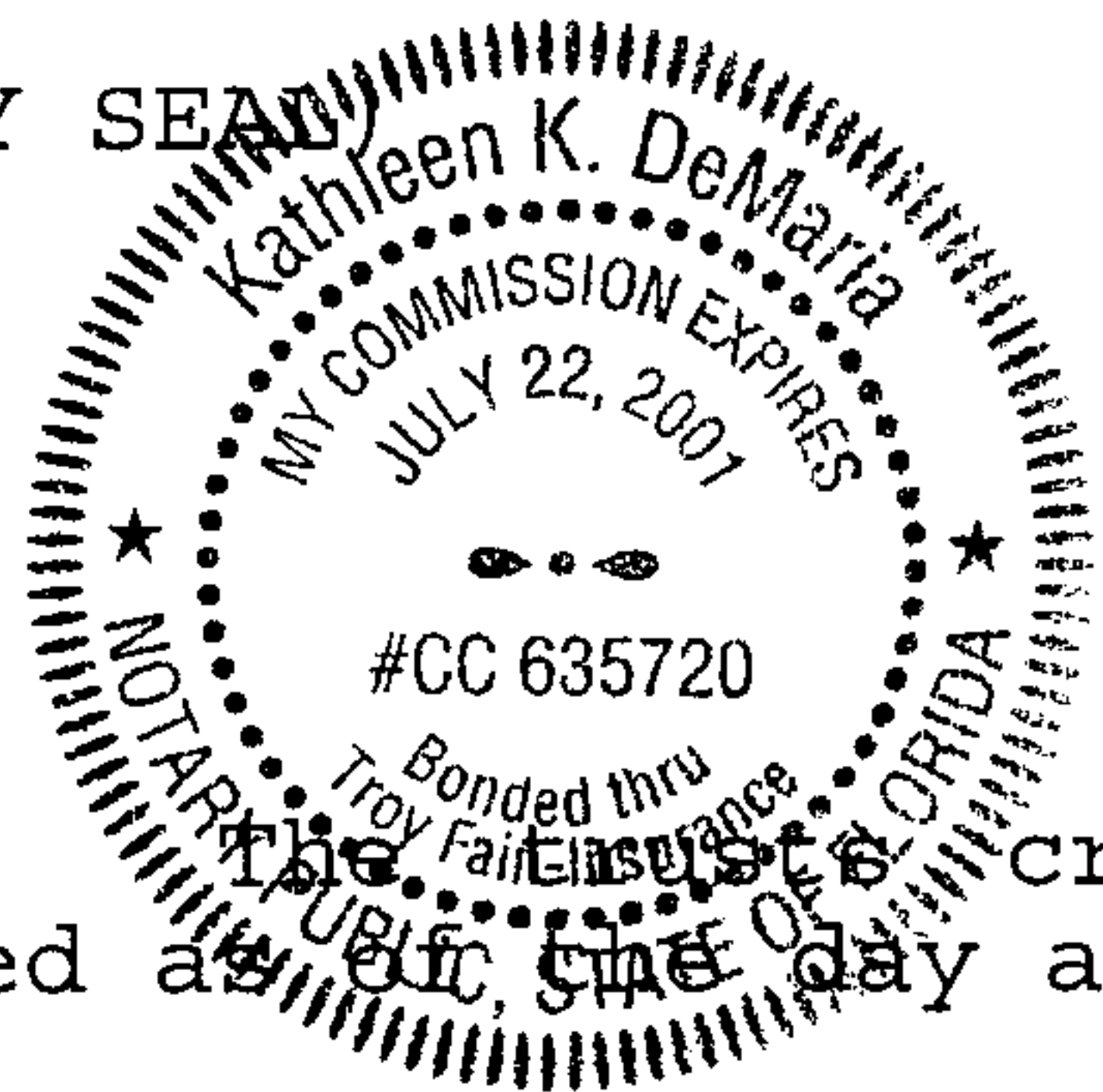
Dory A. Lanter
Aimee E. Janura



SWORN to and subscribed before me by BRENDA L. WESTFALL,
the Grantor, who is personally known to me ~~or who has produced~~
~~as identification~~ and
who did take an oath, and by Aimee E. Sanvren and
Dory A. Lanter, the witnesses, on this 12
day of April, 1999.

Kathleen K. DeMaria
Notary Public

(NOTARY SEAL)



Printed: Kathleen K. DeMaria

My Commission Expires:

accepted as one of the day and year last above written. created by the foregoing instrument are

Brenda L. Westfall
BRENDA L. WESTFALL

W. C. Westfall
WILLIAM C. WESTFALL, JR.

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SCHEDULE OF PROPERTY

This schedule is attached to and forms a part of that certain trust agreement executed by BRENDA L. WESTFALL and known as the BRENDA L. WESTFALL REVOCABLE TRUST DATED April 12, 1999, and identifies the initial trust property held subject to the trust thereunder.



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SCHEDULE OF INSURANCE

This schedule is attached to and forms a part of that certain trust agreement executed by BRENDA L. WESTFALL and known as the BRENDA L. WESTFALL REVOCABLE TRUST DATED April 12, 1999, and identifies the initial insurance policies made payable to the trustee of the trust thereunder.

Insurer

Policy and
Certificate Number



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WILLIAM C. WESTFALL, JR. REVOCABLE TRUST

I, WILLIAM C. WESTFALL, JR., hereinafter referred to as "Grantor", of Santa Rosa County, Florida, hereby transfer to WILLIAM C. WESTFALL, JR., and BRENDA L. WESTFALL as trustees, the property identified in the attached Schedule of Property. The trust property so identified, and any property added to the trust in accordance with the provisions of this instrument, and all investments and reinvestments thereof ("trust principal") shall be held upon the following terms:

ARTICLE I

This instrument, as from time to time amended, may be designated the "WILLIAM C. WESTFALL, JR. REVOCABLE TRUST DATED April 12, 1999."

ARTICLE II

Commencing as of the date of this instrument and during my life, the trustee shall administer the trust principal and any net income thereof as follows:

A. The trustee shall distribute to me or apply for my benefit such amounts of net income and principal, even to the extent of exhausting principal, as the trustee believes desirable from time to time for the health, support in reasonable comfort, best interests, and welfare of me, considering all circumstances and factors deemed pertinent by the trustee. Any undistributed net income shall be accumulated and added to principal, as from time to time determined by the trustee.

B. In addition, the trustee shall distribute to me or others such amounts of net income and principal as I, if not disabled as determined under paragraph C of this Article, may from time to time direct in writing.

C. The decision as to whether at any time or from time to time I am disabled for purposes of paragraph B of this Article because advanced age, illness, or other cause has impaired my ability to transact ordinary business shall be made by my trustee or if I am serving as trustee, by my co-trustee or successor trustee as the case may be, with the concurring opinion of a physician who has examined or treated me within the prior three months. During any period in which I am determined to be disabled hereunder, I may be prohibited from making withdrawals pursuant to paragraph B of this Article by written instrument delivered to me, signed by the examining physician and my trustee, or if I am serving as trustee my co-trustee or successor trustee as the case may be.

ARTICLE III

A. Following my death, the trustee shall pay out of the trust principal all (a) my legally enforceable debts, including debts owed by me to a trustee individually, except debts which are an encumbrance on real property, (b) the expenses of my last illness and funeral, (c) the administration expenses payable by reason of my death, and (d) the estate and inheritance taxes (including interest and penalties, if any) payable in any jurisdiction by reason of my death (including those administration expenses and taxes payable with respect to assets which do not pass under this trust).

B. Grantor WILLIAM C. WESTFALL, JR. may leave a signed written statement or list disposing of certain items of tangible personal property not otherwise disposed of herein. Grantor WILLIAM C. WESTFALL, JR. gives those certain items of tangible personal property owned by this trust at the time of his death in the manner described in the last dated writing made for this purpose and signed by him that is in existence at the time of his death. Any such statement or list will probably be found in his safe deposit box, or with the original or a copy of this Trust. If no such written statement or list is found and properly identified by the Trustee within thirty (30) days after WILLIAM C. WESTFALL, JR.'S death, it shall be presumed conclusively that there is no such statement or list and any subsequently discovered statement or list shall be of no force and effect.

ARTICLE IV

A. If my spouse, survives me (and for purposes of this Article if the actual sequence of our deaths cannot readily be determined, my spouse shall be presumed to have survived me), the trustee shall, as of the date of my death, set aside out of trust principal (including property to which the trustee may be entitled under my will or from any other source) in a separate trust named for my spouse that pecuniary amount which is equal to the value as finally determined for federal estate tax purposes of "qualified property" (as defined in this paragraph) reduced by the largest amount, if any, which, if allocated to the Family Trust (created in Article V of this instrument), would result in no increase in federal estate tax payable at my death by reason of taking into account the unified credit and the credit for state death taxes (but only if use of the state death tax credit does not require an increase in the state death taxes paid which are computed by reference to that state death tax credit) allowable to my estate, but no other credits. As used in this paragraph, "qualified property" is all property disposed of by this instrument and property, the proceeds, investments, or reinvestments of which are disposed of by this instrument, in either case which is included in my gross estate for federal estate tax purposes and

which is not otherwise effectively disposed of by Article III of this instrument. The trust named for my spouse shall be administered as follows:

1. Commencing as of the date of my death and during the life of my spouse the trustee shall distribute to my spouse:

(a) The entire net income of the trust in convenient installments, at least as frequently as quarterly; and

(b) As much or all of the principal of the trust as the trustee from time to time believes desirable for the health, support in reasonable comfort, education and maintenance of my spouse, considering all circumstances and factors deemed pertinent by the trustee.

2. Notwithstanding any other provision of this instrument, upon the death of my spouse, all income of the trust which is accrued or undistributed at my spouse's death shall be paid to the estate of my spouse.

3. Upon the death of my spouse, the trustee shall pay, first from the remaining principal of the trust named for my spouse, directly to the appropriate governmental authority or authorities or to the personal representative of my spouse's estate, as the trustee deems advisable, without seeking reimbursement, recovery, or contribution from any person, the amount by which the estate, inheritance and other death taxes (including interest and penalties, if any, but excluding any generation-skipping tax) payable in any jurisdiction by reason of my spouse's death shall be increased as a result of the inclusion of any part of the trust named for my spouse in the gross estate of my spouse for such tax purposes, as certified in writing by the personal representative of my spouse's estate.

4. Upon the death of my spouse the principal of the trust shall be administered as provided in paragraph B of Article V of this Trust.

B. I recognize that under some circumstances no property may be allocated to the Marital Bequest, pursuant to the formulas set forth in paragraph A of this Article.

C. For purposes of determining the pecuniary amount of the Marital Bequest and the fractional shares described in paragraph A of this Article, I direct that:

1. Adjustments shall not be made between income and principal or in determining the pecuniary amount or fractional shares to compensate for the effect of certain tax elections made by the trustee or my personal representative;

2. None of the provisions of this Article, including for example the use of the terms "largest" and "smallest," shall be construed as requiring any particular exercise or nonexercise of tax elections, regardless of their effect on the determination of the pecuniary amount or fractional shares; and

3. The pecuniary amount shall be determined assuming a federal estate tax marital deduction is allowed for property allocated to the Marital Bequest, and shall be diminished if and to the extent required by subparagraph 2 of paragraph D of this Article.

D. In satisfying the Marital Bequest:

1. Property distributed in kind shall be valued at its fair market value as of the date of distribution to the trustee;

2. Only property or proceeds of property with respect to which the federal estate tax marital deduction would be allowable, if distributed outright to my spouse, shall be distributed to the trustee; and

3. Except to the extent other available assets are inadequate, property which represents the right to income in respect of a decedent under Section 691 of the Code shall not be distributed to the trustee.

ARTICLE V

As of the date of my death, but after providing for the payments, if any, required by Article III of this instrument, and the allocation, if any, required by Article IV of this instrument, the trustee shall retain the balance of the trust principal (including property to which the trustee may be entitled under my will or from any other source) in a separate trust named the Family Trust. The Family Trust shall be administered as follows:

A. If my spouse, BRENDA L. WESTFALL, survives me (and for purposes of this Article if the actual sequence of our deaths cannot readily be determined, my spouse shall be presumed to have survived me) as of the date of my death, but after providing for the payments, if any, required by Article III and Article IV the trustee shall retain the balance of the trust principal (including property to which the trustee may be entitled under my will or from any other source) in a separate trust named the Family Trust. The Family Trust shall be administered as follows:

1. If my spouse survives me, then commencing as of the date of my death and during the life of my spouse, the trustee

shall distribute to my spouse all of the net income and as much of the principal of the Family Trust as the trustee believes desirable from time to time for the health, support in reasonable comfort, education, and maintenance of my spouse, considering all circumstances and factors deemed pertinent by the trustee.

2. Upon the death of my spouse the remaining trust assets shall be distributed per stirpes to KRISTI L. BECKMAN and SHEREE C. LOMBARDO.

B. If my spouse predeceases me the remaining trust assets shall be distributed per stirpes to KRISTI L. BECKMAN and SHEREE C. LOMBARDO.

C. Despite the preceding provisions of this instrument, the trustee may elect to withhold any property otherwise distributable under this Trust to a beneficiary who has not reached the age of twenty-one (21) years and may retain the property for that beneficiary in a separate trust named for the beneficiary, to be distributed to the beneficiary when he or she reaches the age of twenty-one (21) years. The trustee shall apply as much of the net income and principal of the trust so retained as the trustee believes desirable for the health, support in reasonable comfort, education, and maintenance of the beneficiary for whom the trust is named, considering all circumstances and factors deemed pertinent by the trustee. Any undistributed net income shall be accumulated and added to principal, as from time to time determined by the trustee. Upon the beneficiary hereunder attaining the age of twenty-one (21) years, the trustee shall distribute the remaining assets of the beneficiary's share to the beneficiary. If the beneficiary for whom the trust is named dies before complete distribution of his or her share of the trust, the remaining net income and principal of the trust shall be distributed to the beneficiary's estate.

ARTICLE VI

The provisions of this Article shall apply to each trust held under this instrument:

A. If at any time a beneficiary eligible to receive net income or principal distributions is under legal disability, or in the opinion of the trustee is incapable of properly managing his or her financial affairs, then the trustee may make those distributions directly to the beneficiary, to a lawful guardian of the beneficiary, or to a custodian selected by the trustee for the beneficiary under a Uniform Transfers to Minors Act or similar applicable law, or may otherwise expend the amounts to be distributed for the benefit of the beneficiary in such manner as the trustee considers advisable.

B. Among the circumstances and factors to be considered by the trustee in determining whether to make discretionary distributions of net income or principal to a beneficiary are the other income and assets known to the trustee to be available to that beneficiary and the advisability of supplementing such income or assets. As used throughout this instrument, the term "education" includes, but is not limited to, private schooling at the elementary and secondary school level, college, graduate and professional education, and specialized or vocational training.

C. Except as otherwise provided by law, no interest of any beneficiary shall be subject to anticipation, to claims for alimony or support, to voluntary transfer without the written consent of the trustee, or to involuntary transfer in any event.

ARTICLE VII

A. Powers and Authority of Trustee. In addition to any inherent, implied or statutory powers, granted to Trustee, our Trustee is specifically authorized to exercise all of the following powers in the management of the Trust:

1. To retain for any period of time without limitation, and without liability for loss or depreciation in value, any property transferred to the Trustee, including partnership interests (whether general, special, or limited), even though the Trustee could not properly purchase the property as a trust investment and though its retention might violate principles of investment diversification;

2. To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, grant or exercise options to buy, convey, transfer, exchange, or lease (for a term within or extending beyond the term of the trust) any real or personal property of the trust, and to partition, dedicate, grant easements in or over, subdivide, improve, and remodel, repair, or raze improvements on any real property of the trust, and in general to deal otherwise with the trust property in such manner, for such prices, and on such terms and conditions as any individual might do as outright owner of the property;

3. To borrow money at interest rates then prevailing from any individual, bank, or other source, irrespective of whether any such individual or bank is then acting as Trustee, and to create security interests in the trust property by mortgage, pledge, or otherwise;

4. To invest in bonds, common or preferred stocks, notes, real estate mortgages, common trust funds, shares of regulated investment companies, currencies, partnership interests (whether general, special, or limited), or other securities or

property, real or personal, domestic or foreign, including partial interests, such as life estate, term or remainder interests, without being limited by any statute or rule of law governing investments by Trustees;

5. To make allocations, divisions, and distributions of trust property in cash or in kind, or partly in each; to allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or separate trusts, without liability for, or obligation to make compensating adjustments by reason of, disproportionate allocations of unrealized gain for federal income tax purposes; and to determine the value of any property so allocated, divided, or distributed;

6. To make such elections and allocations under the tax laws as the Trustee deems advisable without regard to the relative interests of the beneficiaries; the Trustee shall not make adjustments between principal and income, or in the interests of the beneficiaries, to compensate for the effects of such elections and allocations; and any decision made by the Trustee with respect to the exercise of any tax election or allocation shall be binding and conclusive on all persons;

7. To exercise in person or by general or limited proxy all voting and other rights, powers, and privileges and to take all steps to realize all benefits with respect to stocks or other securities; and to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations, or other changes in the financial structure of any corporation;

8. To cause any security or other property to be held, without disclosure of any fiduciary relationship, in the name of the Trustee, in the name of a nominee, or in unregistered form;

9. To pay all expenses incurred in the administration of the trust, including reasonable compensation to any Trustee, and to employ or appoint and pay reasonable compensation to accountants, depositaries, investment counsel, attorneys, attorneys-in-fact, and agents (with or without discretionary powers);

10. To deal with the fiduciary or fiduciaries of any other trust or estate, even though the Trustee is also the fiduciary or one of the fiduciaries of the other trust or estate;

11. To compromise or abandon any claim in favor of or against the trust;

12. To lend money to the personal representative of my estate, and to purchase property from the personal represent-

ative my estate and retain it for any period of time without limitation, and without liability for loss or depreciation in value, notwithstanding any risk, unproductivity, or lack of diversification;

13. To commingle for investment purposes the property of the trust with the property of any other trust held hereunder allocating to each trust an undivided interest in the commingled property;

14. To receive any property, real or personal, to be added to the trust, from me (and, if the Trustee consents in writing, from any other person) by lifetime or testamentary transfer or otherwise;

15. To execute instruments of any kind, including instruments containing covenants and warranties binding upon and creating a charge against the trust property and containing provisions excluding personal liability;

16. To use and expend the trust income and principal to (i) conduct or cause to be conducted environmental investigations of the trust property, including environmental audits, assessments, site monitoring, laboratory analyses, testing, title histories, aerial photographs, public and private records reviews, and any related inquiries arising out of or in any way related to liability or claims under federal, state or local environmental statutes, regulations, ordinances, requirements, demands of government authorities or policies or under common law ("environmental laws"); (ii) take appropriate remedial action to contain, clean up or remove any actual or threatened environmental hazard, including a spill, release, discharge or contamination, and conduct site restoration work on the trust property and notify the appropriate federal, state or local authorities either on its own accord or in response to an actual or threatened violation of environmental laws; (iii) institute legal proceedings, claims and demands concerning environmental hazards, contamination or condition of the trust property, or contest, pay, compromise, settle or comply with legal proceedings, claims, demands, orders, penalties, fines and damages brought or imposed by federal, state or local government authorities or by a private litigant; and (iv) employ agents, consultants and legal counsel to assist with or perform the above undertakings or actions. Any expenses or costs incurred by the Trustee under this subparagraph may be charged against income or principal as the Trustee shall determine;

17. To perform all other acts necessary for the proper management, investment, and distribution of the trust property; and

18. Grantor also waives the Trustee's compliance with the terms of Fla. Stat. Section 738.12 (1998) as to

underproductive property and Fla. Stat. Section 738.13 (1998) as to charges against income and principal.

B. The powers granted in this Article shall be in addition to those granted by law and may be exercised even after termination of all trusts hereunder until actual distribution of all trust principal, but not beyond the period permitted by any applicable rule of law relating to perpetuities. Notwithstanding any other provision of this instrument, upon a written direction from my spouse, the trustee of the trust named for my spouse shall make productive any unproductive property or shall convert the same into productive property within a reasonable time.

C. To the extent that such requirements can legally be waived, no trustee hereunder shall ever be required to give bond or security as trustee, or to qualify before, be appointed by, or account to any court or beneficiary, annually or otherwise, or to obtain the order or approval of any court with respect to the exercise of any power or discretion granted in this instrument.

D. This instrument and all dispositions hereunder shall be governed by and interpreted in accordance with the laws of the State of Florida.

ARTICLE VIII

A. In the event either initial trustee becomes unable or unwilling to serve as trustee the other initial trustee shall serve as sole trustee. In the event both initial trustees become unable or unwilling to serve as trustee I hereby nominate and appoint KRISTI L. BECKMAN and SHEREE C. LOMBARDO, or the survivor of them as successor co-trustees. In the event both KRISTI L. BECKMAN and SHEREE C. LOMBARDO become unable or unwilling to serve as trustee I hereby nominate and appoint A. G. EDWARDS TRUST COMPANY as successor trustee. At anytime my spouse and I are co-trustees serving this trust, either may bind the trust without the consent of the other and either or both may establish bank or investment accounts that can be accessed by one Trustee's signature only.

B. The incumbent trustee shall have all of the title, powers, and discretion granted to the original trustee, without court order or act of transfer. No successor trustee shall be personally liable for any act or failure to act of a predecessor trustee. A successor trustee may accept the account furnished, if any, and the property delivered by or for a predecessor trustee without liability for so doing, and such acceptance shall be a full and complete discharge to the predecessor trustee.

C. At anytime that A. G. Edwards Trust Company is serving as Successor Trustee the Trustee shall have the following

powers in addition to those conferred on the Trustee by other provisions of this document.

1. The Trustee and any individual or entity with which they are associated or affiliated in any way (including, but not limited to, any such individual or entity associated or affiliated through any direct or indirect ownership interest of any sort) (each of which is an "Authorized Party" under this Agreement) may deal in their own interest with any trust estate created in this Agreement. The Trustees may deal between such trust estate and themselves or any other Authorized Party, either party acting in any capacity (including, but not limited to, acting as trustee, personal representative, employee, agent or partner), in buying, selling, pledging, leasing and exchanging assets, in furnishing or receiving goods, services or facilities, and in borrowing or lending funds or participating in other extensions of credit when, in their sole discretion, such transaction shall be to the benefit of the trust estate. The foregoing shall apply regardless of any compensation, gain or profit derived by any Authorized Party acting in any capacity in connection with any such transaction.

2. Any Authorized Party may furnish services to any trust estate created in this Agreement in any capacity as may be necessary or desirable in the Trustees' sole discretion for the proper management, protection and sale or other disposition of the trust property or any part of the trust property, and may receive and retain customary and reasonable compensation for services in any such capacity. The Trustees shall act without bond or security and shall not account to any court.

3. In the event that any person employed by an Authorized Party shall also be acting as an officer or director of any corporation in which the trust may own stock or other securities or as an officer or director of any affiliate of such corporation or may be a candidate for election as such officer or director, such person may act as such officer or director and receive compensation therefor in the same manner as if he were not employed by an Authorized Party, and shall not be disqualified from voting for his election to such office or for membership on said board of directors for the reason that he is employed by an Authorized Party, or for the reason that he may be receiving compensation for serving in any such capacity.

4. Grantor hereby acknowledges that A.G. Edwards, Inc., any successor to it, and each of its subsidiaries and affiliates is an Authorized Party as defined in this paragraph and that the foregoing provisions are applicable to A.G. Edwards, Inc., any successor to it, and each of its subsidiaries and affiliates. During such time as A.G. Edwards Trust Company (or any other Authorized Party which is associated or affiliated in any way with A.G. Edwards Trust Company) is serving as a Trustee under this Agreement, Grantor hereby directs the Trustees to engage A.G.



Edwards, Inc., any successor to it, or such of its subsidiaries or affiliates as shall provide services required by the Trustees; except that the Trustees shall not be required to engage A.G. Edwards, Inc., or any of its subsidiaries or affiliates to effect principal transactions in securities.

5. At any time and from time to time the corporate Trustee may delegate to any Co-Trustee or any other individual or entity, including, but not limited to, A.G. Edwards, Inc., any successor to it, and any of its subsidiaries and affiliates, and any individual Trustee may delegate to the corporate Trustee, any or all of the delegating Trustee's powers and authorities conferred upon such Trustee by law or by this Agreement; provided, that a power or authority which is specifically conferred upon a Trustee (to the exclusion of any other Trustee or any other person or entity) shall not be delegated. The delegation of any such power shall be evidenced by an instrument in writing signed by the delegating Trustee and acknowledged in the same manner as deeds to real estate are required to be acknowledged by the laws of the State of Florida then in effect and shall be delivered to the Trustee or other person or entity to whom the delegation is made and a copy shall be filed with the records pertaining to the trust involved. The delegating Trustee may at any time revoke such delegation, such revocation being made in the same manner as the delegation of the power or authority. So long as any such delegation is in effect, any power or authority hereby delegated may be exercised by the Trustee or other person or entity to whom such delegation was made and any action may be taken by the Trustee or other person or entity to whom such delegation was made with the same force and effect as if the Trustee delegating such power or authority had itself joined in the exercise of such power or authority in the taking of such action.

6. A. G. Edwards Trust Company, and any successor corporate Trustee hereunder, shall be entitled to receive compensation for its services in accordance with its published schedule of charges in effect at the time such services are rendered. In addition to the foregoing fees, compensation may be paid to any Authorized Party and to any special Trustee in accordance with the provisions of this Agreement. Any Authorized Party shall also be entitled to receive and retain from any money market fund or similar entity, payments as authorized under Rule 12b-1 of the Investment Company Act, in connection with the distribution of such fund's or entity's securities.

7. No successor Trustee hereunder shall have any duty or responsibility to audit or review the actions or accountings of its predecessor Trustees, each successor Trustee hereunder being expressly relieved from any and all liability or responsibility for the actions or failure to act of any such predecessor.

ARTICLE IX

A. I reserve the right from time to time during my life, by written instrument delivered to the trustee, to amend or revoke this instrument in whole or in part.

I now sign this trust agreement on Apr. 1 12, 1999.

W.C. Westfall, Jr.
WILLIAM C. WESTFALL, JR.

This instrument was on the date thereof signed, published and declared by WILLIAM C. WESTFALL, JR. to be his Trust in our presence, and in the presence of each of us, and we, at his request and in his presence, and in the presence of each other, have hereunto subscribed our names as attesting witnesses.

Aimee E. Janvrin of Pensacola, FL 520868273
Dory A. Lanter of Pensacola FL 266597115

PROOF OF TRUST

STATE OF FLORIDA
COUNTY OF ESCAMBIA

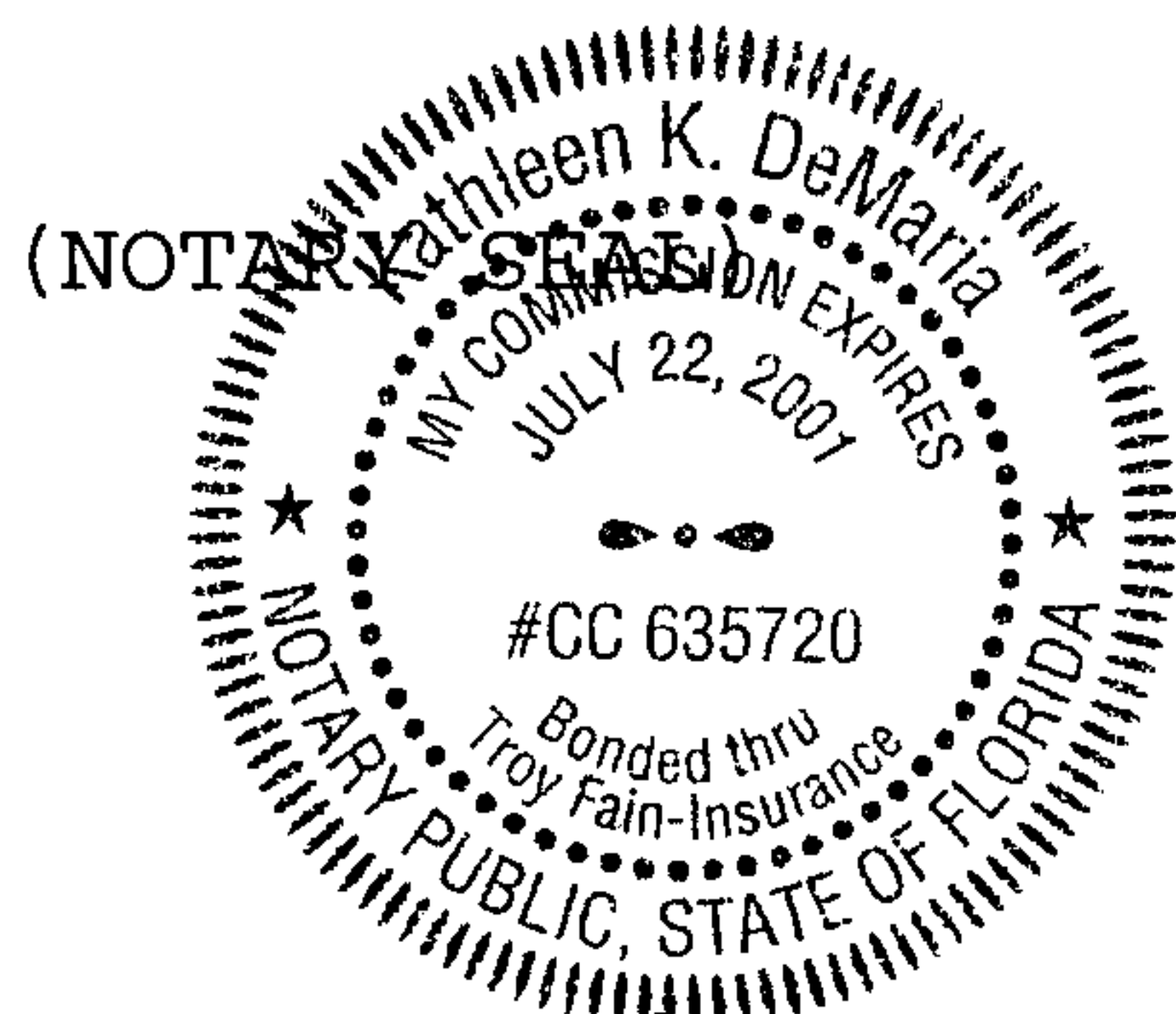
We, WILLIAM C. WESTFALL, JR., Aimee E. Janvrin and Dory A. Lanter, on oath state that we are the Grantor and the subscribing witnesses to the attached written instrument dated the 12 day of April, 1999, which purports to be the Trust of WILLIAM C. WESTFALL, JR. On the execution date of the instrument, the Grantor, in our presence, signed the instrument at the end thereof and declared the instrument to be the Trust of WILLIAM C. WESTFALL, JR., and requested that we attest to the execution thereof whereupon, in the presence of the Grantor and in the presence of each other each of us signed our respective names as attesting witnesses.

DATED this 12th day of April, 1999.

W.C. Westfall, Jr.
WILLIAM C. WESTFALL, JR.

Aimee E. Janvrin
Dory A. Lanter

SWORN to and subscribed before me by WILLIAM C. WESTFALL, JR., the Grantor, who is personally known to me ~~or who has produced~~ as identification and who did take an oath, and by Dory A. Kontev and Aimee E. Janurim, the witnesses, on this 12th day of April, 1999.



Kathleen K. DeMaria
Notary Public

Printed: Kathleen K. DeMaria

My Commission Expires:

The trusts created by the foregoing instrument are accepted as of the day and year last above written.

W.C. Westfall Jr.
WILLIAM C. WESTFALL, JR.

Brenda L. Westfall
BRENDA L. WESTFALL

20070724000343830 47/49 \$615.00
Shelby Cnty Judge of Probate, AL
07/24/2007 09:01:08AM FILED/CERT

SCHEDULE OF PROPERTY

This schedule is attached to and forms a part of that certain trust agreement executed by WILLIAM C. WESTFALL, JR. and known as the WILLIAM C. WESTFALL, JR. REVOCABLE TRUST DATED April 12, 1999, and identifies the initial trust property held subject to the trust thereunder.



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Shelby Cnty Judge of Probate, AL
07/24/2007 09:01:08AM FILED/CERT

SCHEDULE OF INSURANCE

This schedule is attached to and forms a part of that certain trust agreement executed by WILLIAM C. WESTFALL, JR. and known as the WILLIAM C. WESTFALL, JR. REVOCABLE TRUST DATED April 12, 1999, and identifies the initial insurance policies made payable to the trustee of the trust thereunder.

Insurer

Policy and
Certificate Number



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Shelby Cnty Judge of Probate, AL
07/24/2007 09:01:08AM FILED/CERT