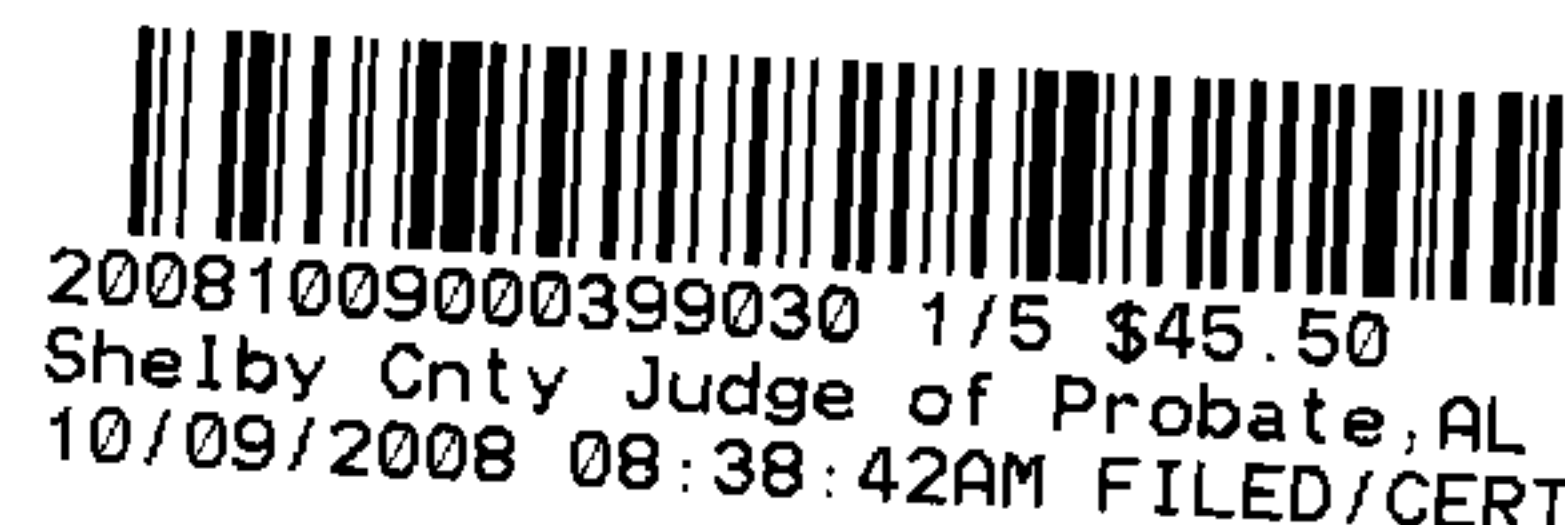




Prepared by/

Please Return to:

Sea Island Bank

2 East Main Street

Statesboro, GA 30458

CONSUMER DEED TO SECURE DEBT

Alabama
//~~GEORGIA~~, Shelby COUNTY:

THIS CONSUMER DEED TO SECURE DEBT ("indenture"), made and entered into this 26th day of September, 2008, between John R. Burch and Dana B. Burch, husband and wife, as party or parties of the first part ("Grantor"), whose mailing address is 524 Park Lake Lane, Helena, AL 35080 and SEA ISLAND BANK ("Grantee"), a CORPORATION, whose mailing address is P.O. BOX 568 STATESBORO, GEORGIA 30458;

WITNESSETH:

WHEREAS, John R. Burch and Dana B. Burch ("Borrower") whose mailing address is 524 Park Lake Lane, Helena, AL 35080, is justly indebted to Grantee for the debt as described herebelow ("Specific Debt");

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, and in order to secure Borrower's Specific Debt and all obligations of Borrower to Grantee described hereinbelow, and to secure also all other obligations of Borrower to Grantee indicated herein, Grantor does hereby grant, bargain, sell and convey unto Grantee the following described property (together with and including all buildings and improvements now or hereafter existing thereon, and all fixtures now or hereafter attached to or used in connection therewith), to-wit:

All that tract or parcel of land located in Shelby County, ~~Georgia~~, Alabama, more particularly described on Exhibit "A" attached hereto and by reference made a part hereof.

THIS IS A PURCHASE MONEY MORTGAGE.

TO HAVE AND TO HOLD the said bargained property unto Grantee, together with all and singular the rights, members and appurtenances thereof to the same in any manner belonging or appertaining, to the own proper use, benefit and behoof of Grantee, forever, IN FEE SIMPLE.

Grantor covenants that he is lawfully seized and possessed of said property, that he has a good and unrestricted right to convey same, and that said property is free of any liens or encumbrances except as set forth and described on Exhibit "B" attached hereto and by reference made a part hereof, and Grantor will forever WARRANT AND DEFEND the right and title thereof unto Grantee against the claims of all persons whomsoever.

By execution hereof by the Grantor and acceptance hereof by the Grantee, the parties hereto hereby affirmatively state that they intend to create and establish a perpetual or indefinite security interest in favor of Grantee in said property conveyed hereby pursuant to Official Code of Georgia Annotated ("O.C.G.A.") § 44-14-80(a)(1) or § 44-14-80(a)(2), as applicable, and agree that title to said property conveyed hereby shall not revert to Grantor until the expiration of the longest period of time permitted under whichever of said subsections as shall be applicable to this conveyance, or if later, the date determined in accordance with O.C.G.A. § 44-14-80(b) or § 44-14-80(c), as applicable, if any portion or all of the indebtedness secured hereby is extended or renewed.

This indenture is not a mortgage but an absolute conveyance of said property made under provisions of the existing Official Code of Georgia Annotated relating to conveyances of property to secure debt, the Specific Debt secured hereby being evidenced by a certain promissory note in the principal sum of Fifteen Thousand and no/100----- Dollars (\$ 15,000.00) executed by Borrower, dated September 26, 2008, and payable to the order of Grantee, with interest and upon terms as therein specified, having a final maturity date of September 20, 2018, and said note is made a part hereof by this reference.

This indenture secures not only the Specific Debt above described, but also all renewals, extensions, modifications, refinancings and restructurings of same or any part thereof. Additionally, it secures all other and further indebtedness and liability of every nature, whether direct, indirect or contingent, that Borrower (or any one or more of Borrowers, if there be more than one) may now or at any time hereafter owe to Grantee, whether as principal, maker, endorser, guarantor, indemnitor, surety or otherwise, whether individually and separately or jointly with others (and whether or not such others are parties hereto), and notwithstanding payment of said Specific Debt or surrender of any instrument evidencing same at any time; provided, however, to the extent that the securing of any other indebtedness by this indenture would be violative of any applicable federal or state law or regulation, including, without limitation, a violation of applicable law resulting from any failure to give any notice of Borrower's right of rescission, if required by applicable law, then such other indebtedness shall not be secured by this indenture. In addition, if the property described on Exhibit "A" hereto includes Grantor's principal place of dwelling ("residence") and if any such other indebtedness is not presently secured by such residence (and such other indebtedness shall conclusively be deemed to be secured by such residence if such indebtedness represents an extension, renewal, modification, refinancing or restructuring of any indebtedness secured, in whole or in part, by such residence), then such other indebtedness shall not be secured by this instrument if to do so would result in such other indebtedness being categorized as a "home loan" within the meaning of the Georgia Fair Lending Act, O.C.G.A. § 7-6A-1, et seq. All indebtedness and monetary obligations of every nature herein contemplated and secured hereby, collectively, is sometimes herein called the "secured debt." If any portion of the secured debt or of this indenture is held invalid for any reason, such portion shall be deemed severed, and such invalidity shall not affect the remaining portions thereof.

If all or any part of said property or any interest therein is sold or transferred by Grantor without Grantee's prior written consent, such sale or transfer shall constitute a default hereunder, and Grantee at its option may accelerate and declare immediately due and payable all indebtedness secured hereby; provided, however, that if and to the extent that the property above described includes residential real estate containing less than five dwelling units, or a residential manufactured home, the foregoing provisions of this paragraph shall not apply to: The creation of a lien or other encumbrance subordinate to this security deed which does not relate to a transfer of rights of occupancy in such property; a lease of such property for three years or less not containing an option to purchase; a transfer by devise, descent or operation of law on the death of Grantor or a joint tenant; or any other transfer or disposition excepted by applicable law. Unless otherwise at the time specified in writing by Grantee, no sale or transfer permitted by Grantee and no assumption of Grantor's obligations hereunder by any purchaser or transferee shall relieve Grantor of any such obligations to Grantee; and in no event shall Grantee's acceptance of any such assumption constitute a novation hereof or of any note or other obligation secured hereby.

Grantor covenants and agrees that for as long as any part of the secured debt remains unpaid, Grantor shall: Make timely payment of all taxes, assessments and other charges that may be or become liens on said property; keep improvements on said property insured against fire, extended coverage perils, flood (if located in a Federally-designated special flood hazard area), and such other hazards as Grantee may require, in amounts and companies approved by Grantee, and make timely payment of all premiums for such insurance; cause the policies of such insurance and all renewals thereof to designate Grantee as an insured party thereunder, to be made payable to Grantee as its interest may appear, and to be delivered to Grantee; cause or allow no permanent structure on said property to be demolished, removed or materially altered without Grantee's prior written consent; keep said property and improvements repaired, maintained and preserved in as good condition as now exists, natural wear and tear excepted; pursue expeditiously to completion all improvements heretofore or henceforth commenced on said property; perform on a timely basis all obligations of Grantor imposed by any lease of said property made by or to Grantor, and all obligations incident to ownership of any condominium unit included in said property imposed by or in furtherance of the pertinent Condominium Declaration; make timely payment of all expense required for each of the foregoing; and, if any of said property is subject to a prior security deed, mortgage or security instrument of any nature, Grantor shall make timely payment of all debt secured thereby and allow no default to occur thereunder (and if foreclosure or other enforcement of any such instrument having priority over this indenture results in any overplus to which Grantor might be entitled, such overplus is hereby assigned to Grantee, and Grantee shall have the exclusive right to receive and collect same).

If any payment or other duty herein required of Grantor with respect to said property is not timely made or performed, Grantee at its option may make the required payment, perform the required duty and/or take any other action Grantee deems necessary to protect the property and Grantee's security interest therein, all at Grantor's expense. Without limiting the generality of the foregoing, Grantee from time to time may advance and pay sums required for any such obligation of Grantor, procure any required insurance, enter upon and repair or complete improvements on the property, and otherwise preserve and safeguard said property and Grantee's interest therein, incurring in Grantor's behalf any expense Grantee deems necessary for the purpose. Any and each such advance made and expense incurred by Grantee shall be a debt from Grantor to Grantee, shall bear interest from the date made or incurred at the "Default Rate" hereinafter defined, shall be immediately due and payable by Grantor to Grantee, and shall, with interest, be secured hereby. Grantee shall be subrogated to all claims and liens discharged or paid with the proceeds of any such advance, or with the proceeds of any loan or other advance secured hereby.

As further security, Grantor hereby assigns to Grantee all rents, issues and profits at any time accruing for said property, reserving only the right to collect same for his own use as long as he is not in default hereunder. In the event of such default and during the existence of same, Grantee at its option may rent the property, and (by whomsoever rented) receive and collect all rents therefor. For such purposes, Grantee may enter upon the property as necessary, employ real estate or rental agents, and pay reasonable commissions for their services, all at Grantor's expense. And whether or not there is a default hereunder, Grantee shall be entitled at its option to receive and collect all or any insurance proceeds payable by reason of loss or damage to said property, and all or any compensation payable for any taking or acquisition of said property or any part thereof by an authority exercising or threatening to exercise a power of eminent domain, Grantor hereby assigning to Grantee all such insurance proceeds and compensation.

In each case where Grantee is herein authorized to "receive and collect" sums payable for any reason to Grantor by other persons, Grantee at its option may demand, sue for, collect and receipt for same at Grantor's expense, and is hereby appointed as Grantor's attorney in fact for such purposes. Sums thus collected by Grantee shall be applied first toward payment of any attorneys' fees and other expenses incurred in the collection, and then toward payment of the secured debt, in such order of application among its components as Grantee may elect.

For the purposes hereof, "Default Rate" is defined as being the interest rate specified in the note evidencing the Specific Debt above described; provided, that in no event shall the Default Rate exceed the highest lawful contract rate if any legal limitation of interest is pertinent to the secured debt.

Time is of the essence hereof, and of all obligations of Grantor secured hereby. In the event of Borrower's failure to make timely payment of any part of the secured debt or in the event of the failure of Borrower or Grantor to perform and fully satisfy any other covenant or obligation of Borrower or Grantor to Grantee herein or in any related note or instrument provided, or if said property or Grantee's interest therein is destroyed or materially damaged or impaired by fire or other casualty or by anything done or suffered to be done by Grantor, or if Grantee shall reasonably come to believe Grantor to be insolvent or unable to pay his debts as they mature or that Borrower or Grantor at any time has debts greater than his assets or is generally not paying his debts as they become due, or if any bankruptcy or debtor rehabilitation or relief proceeding is filed by or against Borrower or Grantor, or if a custodian or receiver is appointed for Borrower or Grantor or to manage his property, or if Grantee, in good faith, deems itself insecure regarding the payment of any of the secured debt, any such occurrence or event shall constitute a default hereunder. At any time or times during the existence of such default, Grantee shall be and is hereby fully authorized, at Grantee's option: (1) To declare accelerated and thereby render immediately due and collectible, without notice, the entire unpaid balance of all of the secured debt (both principal and interest lawfully collectible), whereupon all of the secured debt thus accelerated (excepting any unpaid interest previously accrued at the Default Rate) shall thenceforth bear interest at the Default Rate until paid; (2) With or without such acceleration, to seize and take possession of said property for its protection and preservation and/or rent the same as above provided; (3) To have a receiver appointed for said property, without regard to Grantor's solvency or to Grantee's having an adequate remedy at law; and, (4) Whether or not pursuing any other remedy herein provided or otherwise available, Grantee shall be and is hereby expressly empowered to sell said property as a single parcel (or as several parcels, at Grantee's option) at public outcry, on a day and within the hours specified by law for sheriff's sales, at the Courthouse of the county in which said property or any part thereof is located, after advertising such sale once a week for four weeks (without regard to the number of days) in the publication in which sheriff's sales in and for said county are then advertised (all other notice being hereby waived by Grantor), and thereupon to execute and deliver to the purchaser a sufficient conveyance of said property in fee simple. Such conveyance may recite the happening of the default or event upon which Grantee's power of sale depends. Grantor hereby irrevocably appoints Grantee as his attorney in fact to make such sale and conveyance, and agrees that the conveyance so made by Grantee and all recitals therein made shall be binding and conclusive upon Grantor, and effective to divest Grantor of all equity of redemption and other rights Grantor may have in and to said property. Grantee or any person in its behalf may bid and purchase at such sale as though a stranger to the transaction. Grantee shall apply the proceeds of the sale first toward payment of the expense of advertising and conducting the sale (including but not limited to attorneys' fees reasonably incurred), and then toward payment of the secured debt, in such order of application among its components as Grantee may elect. Grantee shall render the overplus, if any, to Grantor; and if there is a deficiency, Borrower shall forthwith pay the same to Grantee.

Grantor agrees that upon any such sale by Grantee, possession of said property shall be promptly surrendered to the purchaser, and that Grantor and all persons claiming under him or in possession of said property shall ipso facto become tenants at sufferance, and shall forthwith deliver possession to such purchaser or be summarily dispossessed as provided by law applicable to tenants holding over. Grantor waives and renounces all benefits and rights under any statute now or hereafter providing for confirmation of, limiting and abating deficiency judgments on, and advertising of sales of real estate under powers contained in security instruments, and agrees that all powers herein conferred upon Grantee shall have full force and effect notwithstanding any such statute. Grantor further waives any and all rights Grantor may have under O.C.G.A. § 10-7-24, including any right to require Grantee to proceed against Borrower.



20081009000399030 3/5 \$45.50
Shelby Cnty Judge of Probate, AL
10/09/2008 08:38:42AM FILED/CERT

All rights, remedies and powers herein conferred upon Grantee are coupled with an interest and irrevocable by death or otherwise. Same are cumulative of all other rights and remedies provided by law and otherwise available to Grantee, any and all of which may be exercised singly and independently or in such combinations and as often as Grantee from time to time may elect, and without waiving any default of Grantor hereunder or any default by Borrower under the note or any other instrument evidencing or relating to the secured debt. Neither Grantee's delay in exercising nor its failure to exercise any such right, remedy or power shall operate as a waiver thereof, and no single, partial, in complete or ineffectual exercise of such shall bar Grantee's subsequent exercise of the same or any other right, remedy or power. Grantee's failure to act in the event of a default of Borrower or Grantor shall not operate as a waiver of the same or any subsequent default.

Wherever "Grantor" or "Grantee" or a pronoun relating to either appear herein, same shall be construed to mean both the singular and the plural, the masculine, feminine and neuter, and the natural person and the corporation, as the case may be, together with the heirs, executors, administrators, successors and assigns of the party or parties thus indicated; and if there be more than one Grantor herein, "Grantor" shall also mean each and all of them, jointly and severally.

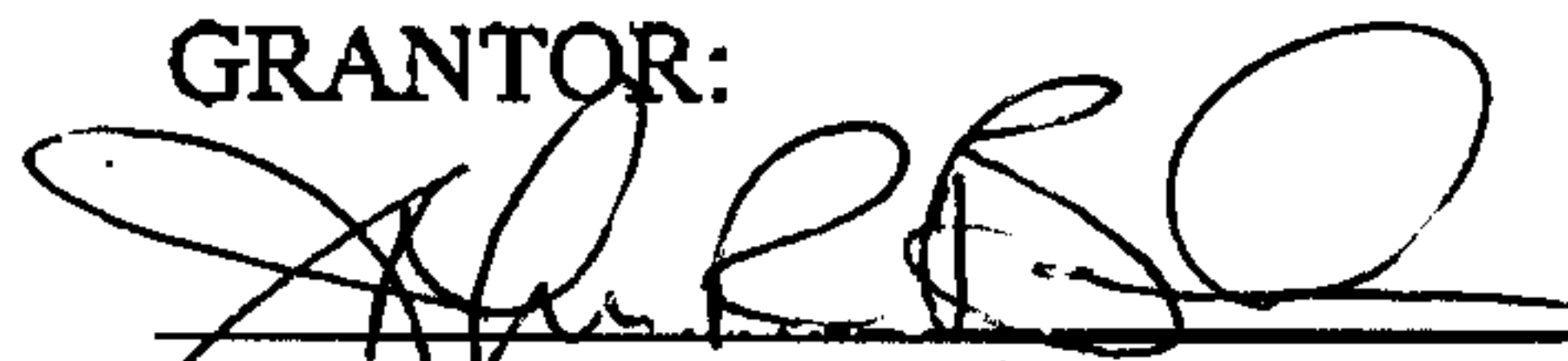
GRANTOR KNOWINGLY AND VOLUNTARILY HEREBY EXPRESSLY WAIVES ANY RIGHT GRANTOR MIGHT NOW OR HENCEFORTH HAVE, UNDER THE CONSTITUTION OR LAWS OF GEORGIA OR OF THE UNITED STATES OF AMERICA, TO ANY NOTICE OR HEARING, JUDICIAL OR OTHERWISE, PRIOR TO GRANTEE'S EXERCISE OF ITS POWER OF SALE OR ANY OTHER RIGHT OR REMEDY HEREIN PROVIDED. ALSO, GRANTOR WAIVES ALL RIGHTS OF HOMESTEAD EXEMPTION IN SAID PROPERTY.

Grantor warrants and represents to Grantee that, to the best of Grantor's knowledge, no portion of said property has been used for the storage, processing, or dumping of, or has become contaminated with, any hazardous substance. Grantor covenants and agrees that, during such time as Grantor owns or leases said property, said property will not be used for the storage, processing, or dumping of hazardous substance. For the purposes hereof, "hazardous substance" shall mean any substance which is categorized as a hazardous substance or as hazardous or toxic waste or material under any present or future federal, state or local law, rule, regulation, code or ordinance.

This indenture shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, personal representatives, successors and assigns, and shall be governed and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, Grantor has signed, sealed and delivered these presents the day and year first above written.

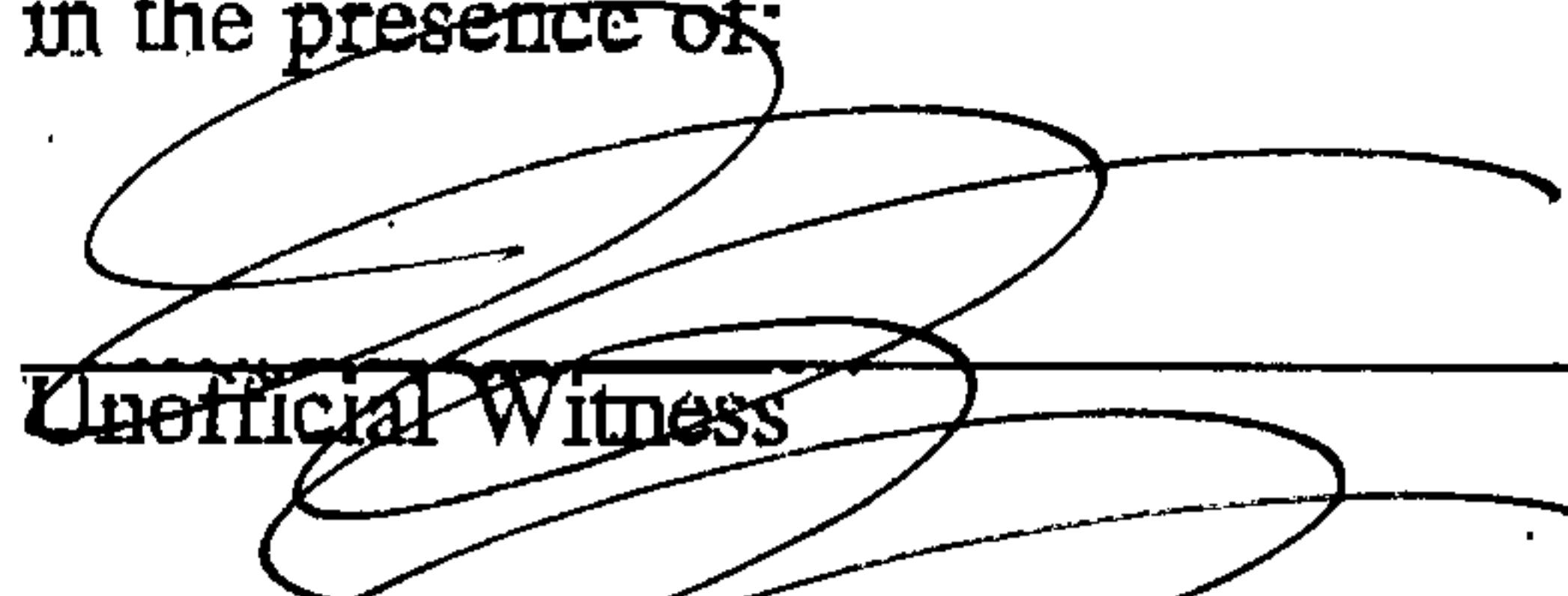
GRANTOR:

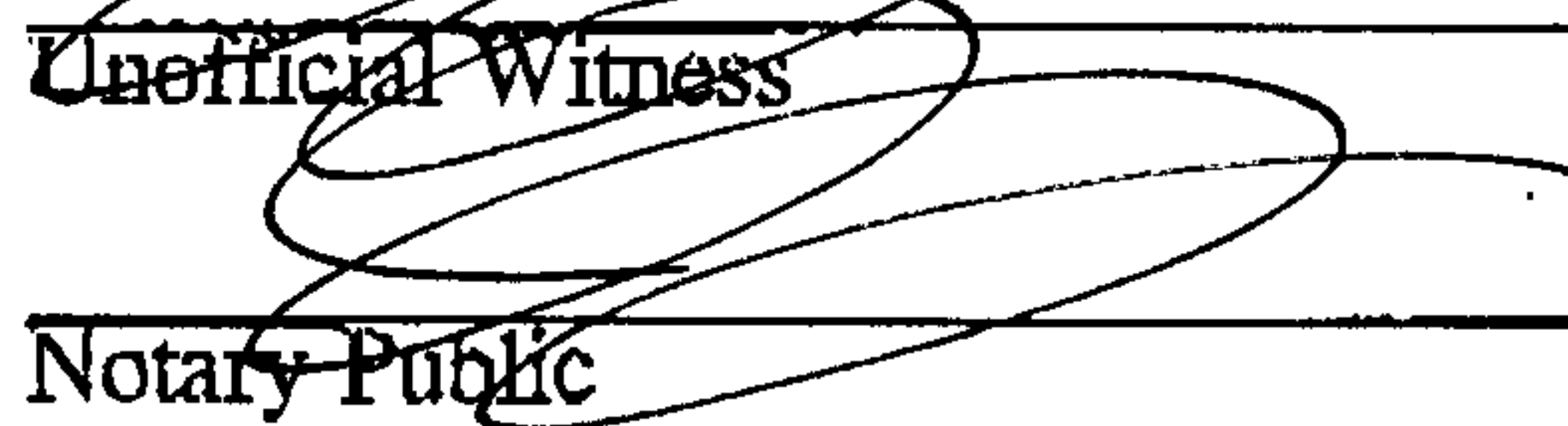
 (Seal)

GRANTOR:

 (Seal)

Signed, sealed and delivered
in the presence of:

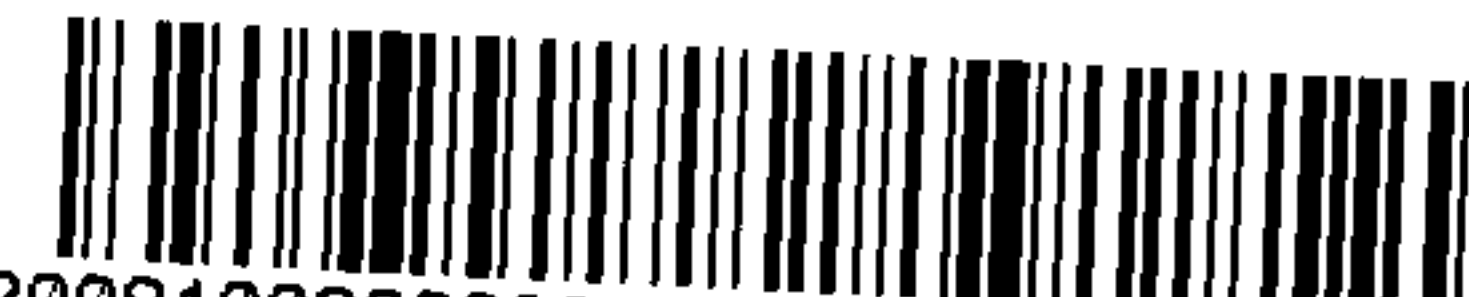

Unofficial Witness


Notary Public

My Commission Expires: 08-29-10

Date Notarized: 9-26-08

JOHN R. HOLLIMAN
NOTARY PUBLIC - ALABAMA
My Commission Expires
8-29-10


20081009000399030 4/5 \$45.50
Shelby Cnty Judge of Probate, AL
10/09/2008 08:38:42AM FILED/CERT

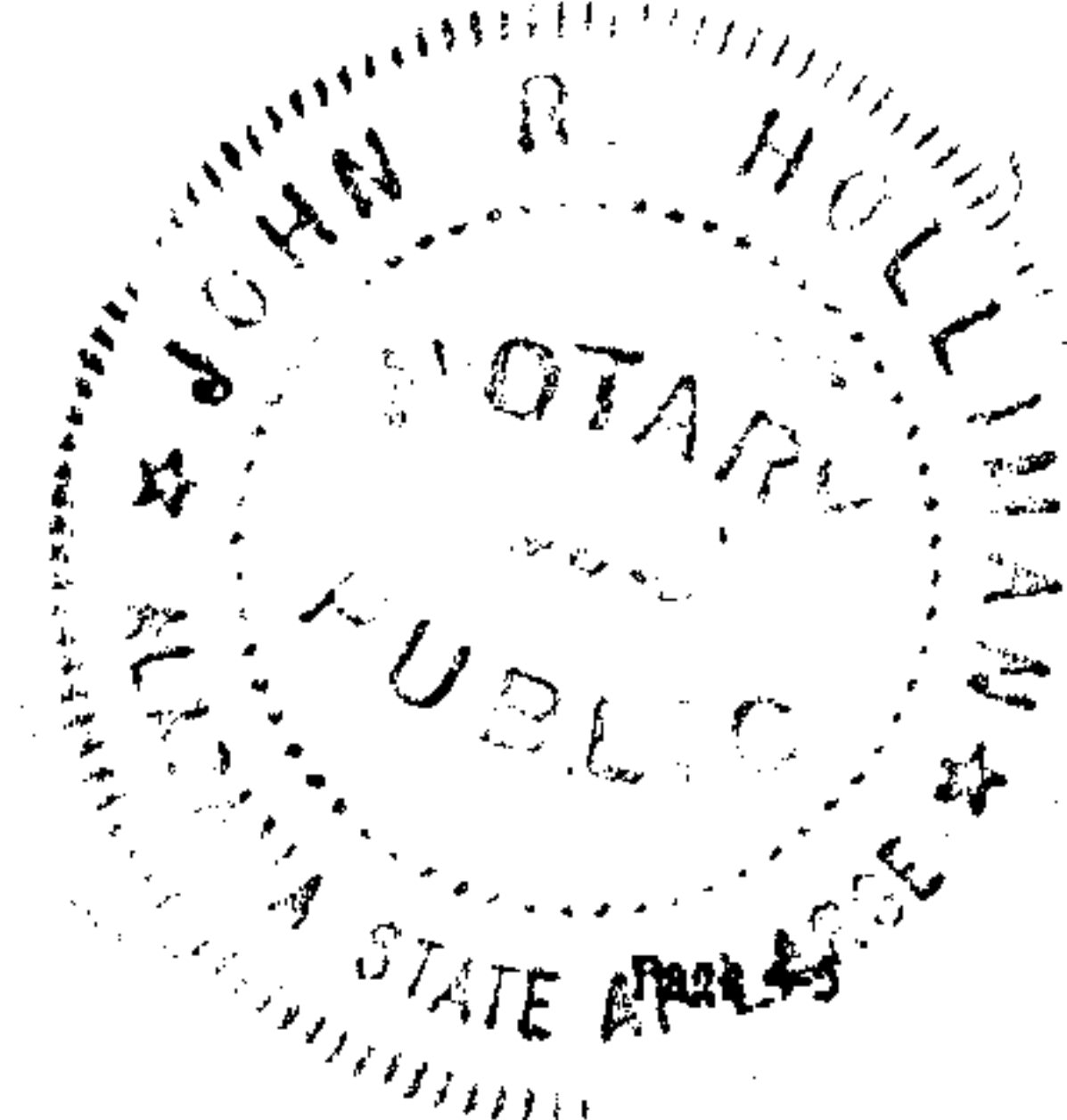


Exhibit A


20081009000399030 5/5 \$45.50
Shelby Cnty Judge of Probate, AL
10/09/2008 08:38:42AM FILED/CERT

Lot 1A, according to the Final Plat Riverwoods Resurvey of Fourth Sector Phase III First Addition,
as recorded in Map Book 33, page 112, in the Probate Office of Shelby County, Alabama.

HOLLIMAN & SHOCKLEY
ATTORNEYS AT LAW
2491 PELHAM PARKWAY
PELHAM, ALABAMA 35124