

Shelby Co Value 104,798.⁰⁰
Coosa Co. Value 30,000.⁰⁰

REAL PROPERTY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THIS MORTGAGE, is made and entered into on this 23RD day of JULY, 19 93, by and between the under-
signed, JUDITH KAY HARTZ a.k.a. JUDITH K. HARTZ

(hereinafter referred to as "Mortgagor", whether one or more) and TRANSAMERICA FINANCIAL SERVICES, INC., (hereinafter referred to
as "Mortgagee"); to secure the payment of ONE HUNDRED THIRTY FOUR THOUSAND SEVEN HUNDRED NINETY EIGHT & 68/100
(\$ 134,798.68), evidenced by a Promissory Note of even date herewith and payable according to the terms of said Note.

NOW, THEREFORE, in consideration of the premises, the Mortgagor, and all others executing this Mortgage, do hereby grant, bargain,
sell and convey unto the Mortgagee the following described real estate situated in SHELBY AND COOSA County,
State of Alabama, to-wit:

SEE SCHEDULE A

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Together with all and singular the rights, privileges, hereditaments, easements and appurtenances thereunto belonging or in anywise
appertaining;

TO HAVE AND TO HOLD FOREVER, unto the said Mortgagee, Mortgagee's successors, heirs and assigns.

The above described property is warranted free from all incumbrances and against adverse claims, except as stated above.

If the Mortgagor shall sell, lease or otherwise transfer the mortgaged property or any part thereof without the prior written consent of the
Mortgagee, the Mortgagee shall be authorized to declare, at its option, all or any part of such indebtedness immediately due and payable.

If the within Mortgage is a second Mortgage, then it is subordinate to that certain prior Mortgage as recorded in
Vol. N/A at Page N/A in the office of the Judge of Probate of N/A
County, Alabama; but this Mortgage is subordinate to said prior Mortgage only to the extent of the current balance
now due on the debt secured by said prior Mortgage. The within Mortgage will not be subordinated to any advances secured by the above
described prior mortgage, if said advances are made after the date of the within Mortgage. Mortgagor hereby agrees not to increase the balance
owed that is secured by said prior Mortgage. In the event the Mortgagor should fail to make any payments which become due on said prior
Mortgage, or should default in any of the other terms, provisions and conditions of said prior Mortgage occur, then such default under the prior
Mortgage shall constitute a default under the terms and provisions of the within Mortgage, and the Mortgagee herein may, at its option, declare
the entire indebtedness due hereunder immediately due and payable and the within Mortgage subject to foreclosure. Failure to exercise this
option shall not constitute a waiver of the right to exercise same in the event of any subsequent default. The Mortgagee herein may, at its option,
make on behalf of Mortgagor any such payments which become due on said prior Mortgage, or incur any such expenses or obligations on behalf
of Mortgagor, in connection with the said prior Mortgage, in order to prevent the foreclosure of said prior Mortgage, and all such amounts so
expended by Mortgagee on behalf of Mortgagor shall become a debt to Mortgagee, or its assigns additional to the debt hereby secured, and
shall be covered by this Mortgage, and shall bear interest from date of payment by Mortgagee, or its assigns, at the same interest rate as the
indebtedness secured hereby and shall entitle the Mortgagee to all of the rights and remedies provided herein, including at Mortgagee's option,
the right to foreclose this Mortgage.


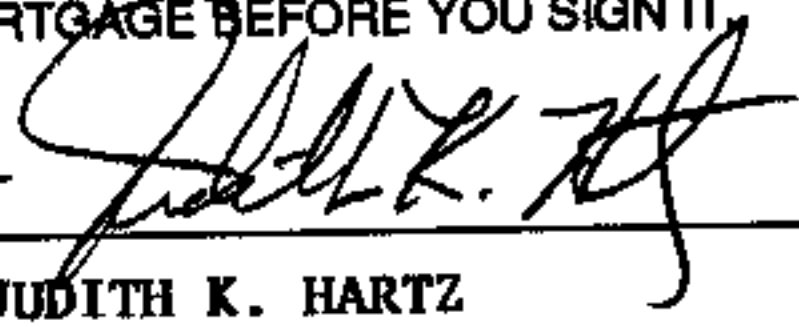
For the purpose of further securing the payment of the indebtedness, the Mortgagor agrees to pay all taxes or assessments when imposed
legally upon the real estate, and should default be made in the payment of same, the Mortgagee may at Mortgagee's option pay off the same;
and to further secure the indebtedness, Mortgagor agrees to keep the improvements on the real estate insured against loss or damage by fire,
lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable
to Mortgagee as its interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if undersigned
fails to keep property insured as above specified, or fails to deliver said insurance policies to Mortgagee, then Mortgagee, or assigns, may at
Mortgagee's option, insure the real estate for said sum, for Mortgagee's own benefit, the policy if collected to be credited on the indebtedness,
less cost of collecting same. All amounts so expended by Mortgagee for taxes, assessments or insurance, shall become a debt to Mortgagee
or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest at the same interest rate
as the indebtedness secured hereby from date of payment by Mortgagee or assigns and be at once due and payable.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the indebtedness, and reimburses Mortgagee or assigns for any amounts Mortgagee may have expended, then the conveyance to be null and void; but should default be made in the payment of any sums expended by the Mortgagee or assigns, or should the indebtedness hereby secured, or any part thereof, or the interest thereon remain unpaid at maturity, or should the interest of Mortgagee or assigns in the real estate become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of the indebtedness hereby secured, at the option of Mortgagee or assigns, shall at once become due and payable, and this Mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the Mortgagee, agents or assigns shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving eighteen days notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in the County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the main door of the Court House of the County (or the division thereof), where a substantial and material part of the real estate is located, at public outcry, to the highest bidder for cash, and apply the proceeds of sale: First, to the expense of advertising, selling and conveying, including, if the original amount financed exceeded three hundred dollars, attorney's fees not in excess of fifteen percent of the unpaid balance on the loan, and referral to an attorney not your salaried employee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or the other incumbrances, with interest thereon; Third, to the payment of the indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the Mortgagor. Undersigned further agrees that Mortgagee, agents or assigns may bid at said sale and purchase the said estate, if the highest bidder therefor. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Any Mortgagor who co-signs this Mortgage but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the real estate under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Mortgagee and any other Mortgagor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Note without that Mortgagor's consent.

IN WITNESS WHEREOF, the undersigned Mortgagor has hereunto set his signature and seal on the day first above written.

CAUTION — IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS MORTGAGE BEFORE YOU SIGN IT.

 AKA  (Seal)
JUDITH KAY HARTZ a.k.a. JUDITH K. HARTZ

(Seal)


(Seal)

THE STATE OF ALABAMA } I, LYNNE WILSON, a Notary Public
JEFFERSON COUNTY } In and for said County, in said State, hereby certify that JUDITH KAY HARTZ
A.K.A. JUDITH K. HARTZ whose

name(s) is/are known to me, acknowledged before me on this day that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 23RD day of JULY, 1993

My Commission Expires: 10/15/95

Notary Public 

MORTGAGE

JUDITH KAY HARTZ a.k.a. JUDITH K. HARTZ
203 CLAY STREET
GOODWATER, AL. 35072

TO

TRANSAMERICA FINANCIAL SERVICES
ONE CHASE CORPORATE CENTER STE. 240
HOOVER, AL. 35244

THIS INSTRUMENT PREPARED BY LYNNE WILSON
OF:

TRANSAMERICA FINANCIAL SERVICES
ONE CHASE CORPORATE CENTER
SUITE 240
HOOVER, AL. 35244

Guaranty Land Title
T H C

State of Alabama

Coosa & Shelby County

Parcel 1

Lot 14, Block 9, according to the Survey of Kerry Downs, as recorded in Map Book 5, Pages 135 and 136, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Parcel 2

Beginning at the intersection of Clay Street and McAdory Street, said point being the POINT OF BEGINNING of parcel herein conveyed; then N. 49 degrees 30 minutes E. along the South side of Clay Street 156.8 feet to the Northwest corner of George A. & Marry G. Sanders lot as described in Deed Book 54, Page 182 of the Probate Office of Coosa County; thence S. 46 degrees E. 164.0 feet to a corner; thence N. 44 degrees E. 90 feet to Southeast corner of said Sanders lot and point on West side of Vernon G. Crew lot; thence S. 38 degrees 30 minutes E. 229.4 feet to Southwest corner of Vernon G. Crew; thence N. 66 degrees 30 minutes E. 132.8 feet to Southeast corner of Vernon G. Crew lot; thence S. 37 degrees E. 434.0 feet down a large ditch across a branch to a corner; thence S. 26 degrees W. 82 feet to a point on North line of John Turner, Sr. property; thence N. 85 degrees W. 309.0 feet along John Turner and T.J. Vaughn line to the Northeast corner of a lot sold for a Methodist parsonage (also known as Sheppard Property); thence N. 30 degrees W. 210 feet along East side of said parsonage lot to the Northeast corner of parsonage lot, at an iron stake; thence S. 84 degrees W. 216.0 feet to the Northwest corner of said parsonage lot being on the east side of McAdory Street; thence N. 27 degrees 30 minutes W. 359.2 feet along the East side of McAdory Street to the Point of Beginning.

The above described tract of land being located in the City of Goodwater, Alabama, and in the North Half of the Southeast Fourth Section 15, Township 24 N., Range 20 E., Coosa County, Alabama. This tract of land is further described as being the property owned by O.T. and/or Linnie C. Smith at the time of their deaths.

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