REAL PROPERTY MORTGAGE

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KNOW ALL MEN BY THESE PRESENTS: THIS MORTGAGE, is made and entered into on this26th day of August, 1994, by and between the signed,Aubrey Melvin Freeman, ir., A Single Man	under-
(hereinafter referred to as "Mortgagor", whether one or more) and TRANSAMERICA FINANCIAL SERVICES, INC., (hereinafter re-	
(\$ **17,081.04**), evidenced by a Promissory Note of even date herewith and payable according to the terms of sa	aid Note.
NOW, THEREFORE, in consideration of the premises, the Mortgagor, and all others executing this Mortgage, do hereby grant sell and convey unto the Mortgagee the following described real estate situated in Shelby State of Alabama, to-wit:	t, bargain, County,
Lot 28, Block 1, according to the Survey of Willow Glen, Second Sector, as recorded in Map Book 8, Page 102, in the Probate Office of Shelby County, Alabama.	
* 1994-26715	
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Together with all and singular the rights, privileges, hereditaments, easements and appurtenances thereunto belonging or appertaining;	in anywise
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 co- Mortgages, the Mortgages shall be authorized to declare, at its option, all or any part of such indebtedness immediately due and	nsent of the i payable.
If the within Mortgage is a second Mortgage, then it is subordinate to that certain prior Mortgage as f Vol. 1993 at Page 24385 In the office of the Judge of Probate of Shelby	
County, Alabama; but this Mortgage is subordinate to said prior Mortgage this to the extent of now due on the debt secured by said prior Mortgage. The within Mortgage will not be subordinated to any advances secured in described prior mortgage, if said advances are made after the date of the within Mortgage. Mortgage hereby agrees not to increase owed that is secured by said prior Mortgage. In the event the Mortgage should fall to make any payments which become due of Mortgage, or should default in any of the other terms, provisions and conditions of said prior Mortgage occur, then such default under Mortgage shall constitute a default under the terms and provisions of the within Mortgage, and the Mortgage herein may, at its op the entire indebtedness due hereunder immediately due and payable and the within Mortgage subject to foreclosure. Failure to option shall not constitute a waiver of the right to exercise same in the event of any subsequent default. The Mortgagee herein may, make on behalf of Mortgager any such payments which become due on said prior Mortgage, or incur any such expenses or obligation of Mortgagor, in connection with the said prior Mortgage, in order to prevent the foreclosure of said prior Mortgage, and all such expended by Mortgages on behalf of Mortgagor shall become a debt to Mortgagee, or its assigns additional to the debt hereby shall be covered by this Mortgage, and shall bear interest from date of payment by Mortgagee, or its assigns, at the same interest indebtedness secured hereby and shall entitle the Mortgagee to all of the rights and remedies provided herein, including at Mortgage the right to foreclose this Mortgage.	the balance on said prior der the prior deciare this option ons on behalf amounts at rate as the gee's option then impose the characteristics.
For the purpose of further securing the payment of the mode in the payment of same, the Mortgagee may at Mortgagee's option pay legally upon the real estate, and should default be made in the payment of same, the Mortgagee may at Mortgagee's option pay legally upon the real estate, and should default be made in the payment of same, the Mortgagee may at Mortgagee's option pay	W ,

and to further secure the indebtedness. Mortgagor agrees to keep the improvements on the real estate lightning and tomado 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 falls to keep property insured as above specified, or falls to deliver said insurance policies to Mortgages, then Mortgages, 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 Mortgages or assigns and be at once due and payable.

15-011 (Rev. 8-90) Guarante Land Tille

(Continued on Reverse Side)

UPON CONDITION, HOWEVER, that if the Mortgagor pays the Indebtedness, and reimburses Mortgages or assigns for any amounts Mortgages 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 Mortgages 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 Mortgagea, 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 litteen 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.

CALITION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS MORTGAGE BEFORE YOU SIGN IT.

	Aubrey Melvin Freeman, Jr.	·		_(Sea!)
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,				(Seal)
HE STATE OF ALABAMA	, The Undersigned		_ a Not	ary Publ
Chilton COUNTY	In and for said County, in said State, hereby certify that			whos
me(s) is/are known to me, acknowledge e same voluntarily on the day the same	d before me on this day that being informed of the contents of the con- bears date.	veyance	, they e	xecuted
Given under my hand and seal th	ls 26th day of August	, 19	94	·····
ly Commission Expires: 1498	Notary Public Julia Studant		····	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

In t * 1994-26715

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SLEY COUNTY JUDGE OF PROMATE
OUR MCD 36.65

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