

Paula C. Greenway, Esq.
9105 Parkway East
Birmingham, AL 35206
(205) 833-5684

STATE OF ALABAMA)
)
SHELBY COUNTY)

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned, DERRICK ERVIN, a married man, and SHEMELIA ERVIN, his wife (hereinafter referred to as "Mortgagors"), is justly indebted to THE 113 WINDSOR CIRCLE TRUST, HOWARD GRANT DUNNAM, JR., not Personally as Trustee (hereinafter referred to as "Mortgagee"), in the sum of THREE HUNDRED EIGHTY THOUSAND & NO/100 (\$380,000.00) Dollars as evidenced by a promissory note executed simultaneously herewith, and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due.

NOW THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the debt evidenced by said note and any future note or notes, and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such extensions and renewals (the aggregate amount of such debt and interest thereon, including any extensions and renewals and the interest thereon, is hereinafter collectively called "said indebtedness") and the compliance with all the stipulations herein contained, the Mortgagor does, hereby grant, bargain, sell and convey unto the said Mortgagee the following described real estate and improvements thereon situated in Shelby County, Alabama, to-wit:

Lot 4, according to the Survey of Weatherly Windsor, Sector 9, as recorded in Map Book 17, page 125, in the Probate Office of Shelby County, Alabama.

This conveyance is subject to the following:

1. Taxes due in the year of 2000, a lien, but not yet payable for parcel 14-9-30-0-000-001.041.
2. Rights or claims of parties in possession not shown by the public records.
3. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
4. Encroachments, overlaps, conflicts in boundary lines, shortages in area, and any matters which would be disclosed by an accurate and correct survey and physical inspection of the premises.
5. Covenants, restrictions, easements, or claims of easements, not shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. 100 foot building setback line across the East side of subject property as shown by recorded

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Inst # 2000-36468
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- map.
9. 30 foot utility easement inside building setback line as shown by recorded map.
 10. 10 foot easement across rear of property from West property line to East property line at varying angles.
 11. 10 foot easement across front Western corner from Windsor Circle to West property line.
 12. Rear of subject property located in 100 year flood zone.
 13. Permits granted to Alabama Power company as recorded in Deed Book 230, page 117 and Deed Book 242, page 911.
 14. Terms and conditions of agreement as recorded in Instrument No. 1993-36369. Restrictive covenants as recorded in Instrument No. 1993-37547.
 15. Easement granted to Alabama Power Company as to underground cables as recorded in Instrument No. 1994-1187.
 16. Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, together with any release of liability for injury or damage to persons or property as a result of the exercise of such rights as recorded in Instrument No. 1993-36367.

Said property is warranted free from all encumbrances and against any adverse claims, unless otherwise noted above.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of payoff off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee as the interest of the said Mortgagee may appear, and promptly to deliver said policies, or any renewals of said policies, to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee then said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagors pay said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, but should default be made in the payment of any sum expended by the said Mortgagee, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on



which such statement is based, then in any one of said events, the whole of said indebtedness hereby secured 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 said Mortgagee shall be authorized to take possession of the premises hereby conveyed and with or without first taking possession, after giving twenty-one days' notice by publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said sale; First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may be necessary then to expend in paying insurance, taxes, or other encumbrances, with interest thereon; Third, to the payment of said 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 remainder, if any, to be turned over to the said Mortgagors; and the undersigned, further agrees that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagors by such auctioneer as agent, or attorney in fact; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee(s)" wherever used in this mortgage refers to the person, or to the person, or to the corporation or Trust named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation or Trust.

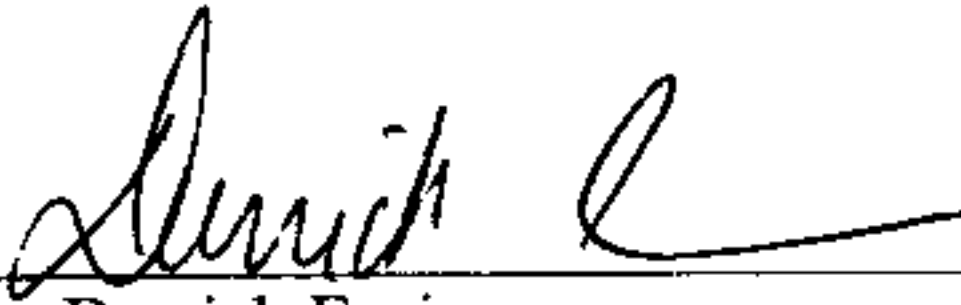
It is further understood and agreed that said property is subject to the terms and conditions of that certain mortgage dated 5-12-2000 in the original amount of \$25,000.00 from 113 Windsor Circle Trust, Howard Grant Dunnam, Jr., not personally, as Trustee to First Choice Funding, Inc., filed for record in Instrument No. 2000-16082.

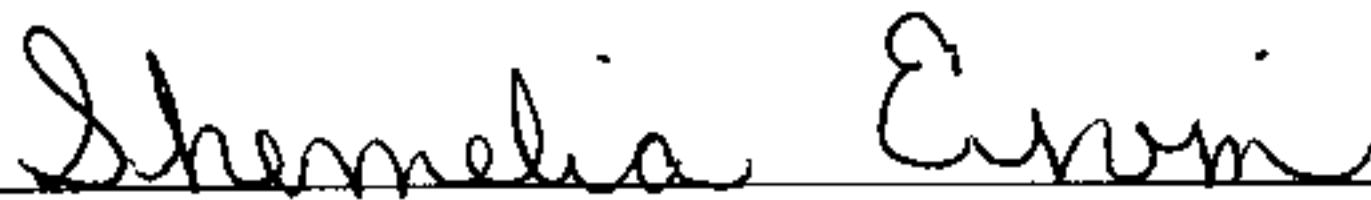
The Mortgagee warrants that, so long as all payments due hereunder are paid promptly by the Mortgagor, it will not cause said prior mortgage to become in default and that the Mortgagee will faithfully pay and discharge said prior mortgage indebtedness as when the same matures in accordance with the terms of said mortgage and the note evidencing the said debt and shall submit evidence of such payment to Mortgagor on a monthly basis. In addition, in the event the Mortgagor prepays any portion of this mortgage, Mortgagee warrants that he will apply said

amount to the prior mortgage.

In the event the Mortgagee shall fail to make timely payment on said prior mortgage, Mortgagor herein shall have the right to pay the same or any part thereof and to deduct any such payment from the indebtedness payable hereunder.

IN WITNESS WHEREOF, the said Mortgagor has hereunto set its hand and seal this the 29th day of September, 2000.


Derrick Ervin

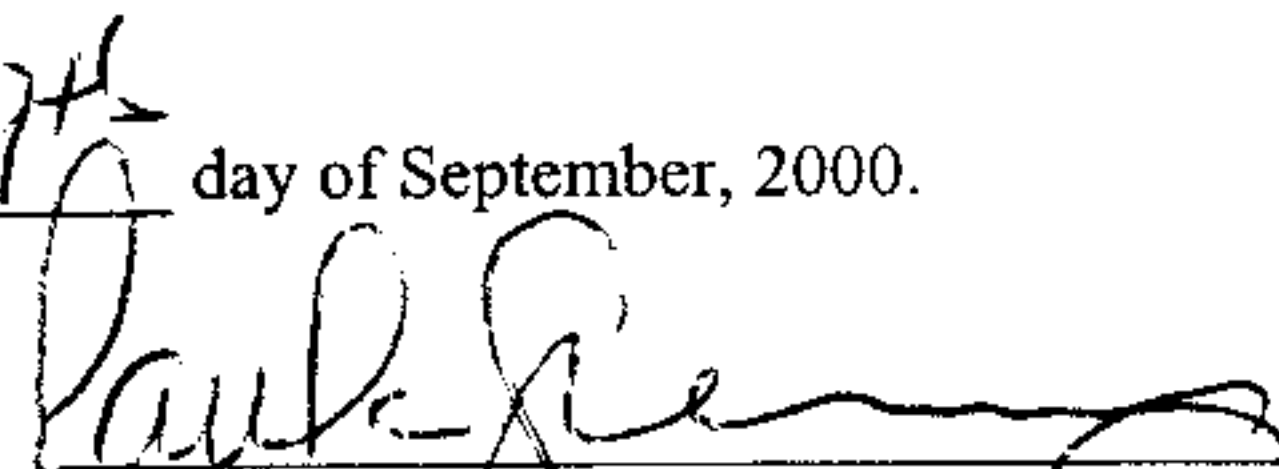

Shemelia Ervin

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that DERRICK ERVIN and SHEMELIA ERVIN, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they with full authority, executed the same voluntarily.

Given under my hand and official seal this 29th day of September, 2000.


Notary Public
My Commission Expires: 7-31-01

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