ADDRESS 2222 Arlington Avenue South, Birmingham, Alabama 35255

SOURCE OF TITLE

BOOK ________________ PAGE ________________

Subdivision		Lot	Plat Bk	Page
QQ	Q	S	T	R

MORTGAGE

STATE OF ALABAMA

COUNTY OF Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

James David Davis and wife, Judy Davis

(hereinafter called "Mortgagors", whether one or more) are justly indebted to TERMPLAN, INC.

(hereinafter called "Mortgagee", whether one or more) in the sum of Nine Thousand Five Hundred Fifteen and 72/100 Dollars ($ 9,515.72), evidenced by a promissory note executed on even date herewith and payable according to the term of said note until such note is paid in full, payable at 2110 7th Ave., So. Birmingham, Al. 35233. And Whereas, Mortgagors agree, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

BOOK 419 PAGE 269

NOW THEREFORE, in consideration of the premises, said Mortgagors, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

Commence at the Southeast corner of the NW 1/4 of NE 1/4 of Section 25, Township 19, South, Range 1 West; thence proceed along the South boundary of said quarter-quarter, in a Westerly direction for a distance of 432 feet to the point of beginning of the parcel of land herein described; thence proceed in a Northerly direction, parallel to the East boundary of said quarter-quarter for a distance of 150 feet to a point; thence proceed in a Westerly direction, parallel to the South boundary of said quarter-quarter, for a distance of 20 feet to a point; thence proceed in a Southerly direction parallel to the East boundary of said quarter-quarter,, for a distance of 55 feet to a point; thence proceed in a Westerly direction, parallel to the South boundary of said quarter-quarter, for a distance of 165 feet to a point; thence proceed in a Southwesterly direction for a distance of 120 feet to the point of intersection with the south boundary of said quarter-quarter section, being 545 feet West of the Southeast corner of said quarter-quarter section; thence proceed in an Easterly direction along the South boundary of said quarter-quarter section for a distance of 113 feet to the point of beginning.

Said parcel is lying in the NW 1/4 of NE 1/4, Section 25, Township 19 South, Range 1 West, and contains 0.33 acre, more or less.

Situated in Shelby County, Alabama.

See release Misc. Bk 54, pg 601 - (1-13-84)

This mortgage and lien shall secure not only the principal amount hereof but all future and subsequent advances to or on behalf of the Mortgagors, or any other indebtedness due from the Mortgagors to the Mortgagee, whether directly or acquired by assignment, and the real estate herein described shall be security for such debts to the total extent even in excess thereof of the principal amount hereof.

If the Mortgagors 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. ________ at Page ________ in the Office of the Judge of Probate of Shelby 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 today's date. Mortgagor hereby [illegible] not to increase the balance owed that is secured by said prior mortgage. In the event the within Mortgagor should fail to make any p[illegible] or should default in any of the other terms, provisions and conditions of [illegible] mortg[illegible] Mortgagee herein may, at its option, declare the entire indebtedness due hereunder immediately due and payable and the within mortgage subject to foreclosure. 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 prev[illegible] a deb[illegible] Mortgagee, or its assigns, additional to the debt hereby secured [illegible] interest [illegible] date of payment by the within Mortgagee [illegible] entitle the within Mortgagee to all of the rights and remedies provided herein, including at Mortgagee's option, the right to foreclose this mortgage.

This mortgage may be paid in full at any time before [illegible] due date.

Said [illegible]

TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said 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 said Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amount so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said 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 said Mortgagee, or assigns, and be at once due and payable.

UPON CONDITION, HOWEVER, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended, 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 assigns, 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 or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, 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, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving thirty 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 said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County (or the division thereof), where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including such attorney's fees as are allowed by law; 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 other incumbrances, 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 balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor.

IN WITNESS WHEREOF the undersigned Mortgagors have hereunto set their signatures and seals this 14th day of January, 19 81

"CAUTION—IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT"

James David Davis (SEAL)
James David Davis

Judy Davis (SEAL)
Judy Davis

THE STATE OF ALABAMA

JEFFERSON COUNTY

I, THE UNDERSIGNED, a Notary Public in and for said County, in said State, hereby certify that James David Davis and wife, Judy Davis

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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14th day of January, 19 81

BOOK 409 PAGE 270

19810119000006360 Pg 2/2 .00
Shelby Cnty Judge of Probate,AL
01/19/1981 00:00:00 FILED/CERTIFIED

Mtg TAX 14.40
Rec 3.00
Ind 1.00
18.40

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1981 JAN 19 AM 9:07
[signature]
JUDGE OF PROBATE

Notary Public Marilyn B. McQueen
My commission expires: 8/22/84

MORTGAGE

TO

THE STATE OF ALABAMA
County

OFFICE OF JUDGE OF PROBATE

I, ______ Judge of Probate in and for said County and State, do hereby certify that the foregoing conveyance was filed in my office for registration on the ______ day of ______ 19 ______ at ______ o'clock ______ M., and duly recorded in Mortgage Book No. ______, Page ______

Given under my hand this ______ day of ______ 19 ______

Judge of Probate.

AMOUNT OF FEES

For Recording .... $
For Taxes .... $
.... $
TOTAL .... $

Judge of Probate.