

The State of ALABAMA
JEFFERSON County

Know All Men By These Presents, That whereas the undersigned

Raymond S. Phagan and wife, Rhonda E. Phagan

justly indebted to Finance One of Alabama, Inc., an Alabama corporation,
(hereinafter called Mortgagee)

in the sum of Six Thousand Nine Hundred Twenty-Five and 54/100----- Dollars
evidenced by a promissory note of even date herewith and payable according to
the terms thereof,

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and whereas the said Finance One of Alabama, Inc., an Alabama corporation,

desirous of securing 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 same
at maturity, they the said Raymond S. Phagan and wife, Rhonda E. Phagan

do hereby grant, bargain, sell and convey unto said Mortgagee the following described real property situated
in Shelby County, State of Alabama to-wit:

Lot 40, according to the Survey of Riverchase West-Dividing Ridge,
First Addition, as recorded in Map Book 7, Page 3, in the Probate
Office of Shelby County, Alabama.

Subject to all easements, restrictions and right-of-ways of record.

This mortgage is second and subordinate to that certain mortgage heretofore
executed to Johnson & Associates Mortgage Co., in the amount of \$70,750.00
on 12/14/78 recorded in the Office of the Judge of Probate of Shelby County,
Alabama in Mortgage Book 386, Page 490 and assigned to Old Colony Co-Operative
Bank in Miscellaneous Book 28, Page 816 in said Probate Office.

said property is warranted free from all incumbrances and against any adverse claims.

ROBERT E. CARTER, ATTORNEY

P. O. BOX 9114

BIRMINGHAM, AL 35218

To Have And To Hold the above granted premises unto the said Mortgagee, its 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; as 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 said 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 amounts 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 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 Mortgagees may have expended for taxes, assessments, and insurance, and 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 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 twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published at Columbian 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, in Columbian 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 a reasonable attorney's fee; 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; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF, we

have hereunto set OUR signatures and seal, this 21st day of September, 1982

Witnesses:

STATE OF ALABAMA
COUNTY OF JEFFERSON
NOTARY PUBLIC
THIS DEED WAS FILED

1982 SEP 28 AM 9:11

Thomas A. Snowling Jr.
JUDGE OF PROBATE

Raymond S. Phagan (SEAL)
Raymond S. Phagan

Rhonda E. Phagan (SEAL)
Rhonda E. Phagan

(SEAL)

(SEAL)

(SEAL)

THE STATE of ALABAMA

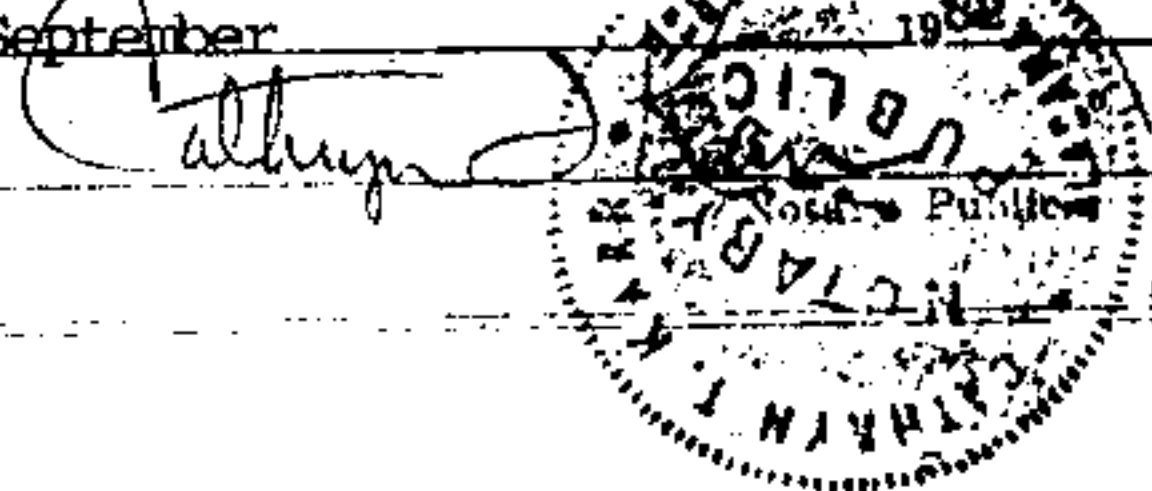
JEFFERSON County.

I, the undersigned

a Notary Public in and for said County, in said State hereby certify that Raymond S. Phagan and wife, Rhonda E. Phagan

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 21st day of September, 1982.

Given under my hand and official seal this 21st day of September, 1982



TO: Raymond S. Phagan and wife,
Rhonda E. Phagan

TO

Finance One of Alabama, Inc.,
an Alabama corporation

MORTGAGE DEED

THE STATE OF Jefferson County

I, Raymond S. Phagan, Judge of the Probate Court of said County, hereby certify that the foregoing conveyance was filed for registration in this office on the 21st day of September, 1982.

and was recorded in Vol. 1430

Record of Deeds, page 19

on the 21st day of September, 1982

JUDGE OF PROBATE

Att. Tax
Recording Fee
Total