MORTGAGE

MORTGAGEE:

BEACON HOMES, INC.
(SELLER'S NAME)
P.O. BOX 19966
BIRMINGHAM, AL 35219
(SELLER'S ADDRESS) ALABAMA

ACCOUNT NUMBER

MORTGAGOR(S): THIS INSTRUMENT WAS PREPARED BY MORTGAGEE

LAST NAME	FIRST	INITIAL	SPOUSE'S NAME
EFFERSON, JR.	JAMES.	R.	TAJUANA A.

That Buyer (hereinafter referred to as Mortgagor), hereby grants, bargains, sells and conveys unto Seller (hereinafter referred to as Mortgagee), the following described real estate in the County of SHELBY, State of Alabama, to wit:

Commence at the Southeast corner of the S.E.¼ of the S.E.¼ of Section 28, Township 19 South, Range 1 West thence run westerly and along the south line for a distance of 494.99' feet to the point of beginning. Thence continue along same line for a distance of 230.0' feet, thence turn 90°00' to the right for a distance of 350.0' feet, thence turn 90°00' to the right for a distance of 230.0' feet, thence turn 90°00' to the right for a distance of 350.0' feet to the point of beginning.

A 20 foot wide easement of ingress and egress across a portion of the SW ¼ of the SE ¼ of Section 28 Township 19 South, Range 1 West, Shelby County, Alabama, and being more particularly descrived as follows:

Commence at the SW corner of the SE 1/4 of the SE 1/4 of Section 28, Township 19 South, Range 1 West, Shelby County, Alabama:

Thence run East along the South line of said 1/4-1/4 Section a distance of 132.15 feet;
Thence turn left 90° 12' for a distance of 15 feet to the point ofbeginning;
Thence run West and parallel with the South line of said 1/4-1/4 Section a distance of 132 feet, more or less, to the West line of said 1/4-1/4 Section.

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PRINCIPAL AMOUNT 41,245.00

together with all buildings and improvements now or hereafter erected thereon and all screens, shades, storm sash and blinds, and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith, all of which, for the purpose of this Mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property above described, all of which is referred to hereinafter as the "premises".

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereto belonging, to mortgagee and his heirs, executors, administrators, successors and assigns, for the use and purposes following, and none other:

Mortgagor also assigns to Mortgagee all rents, issues and profits of said premises, reserving the right to collect and use the same, with or without taking possession of the premises, during continuance of default hereunder, and during continuance of such default authorizing Mortgagee to enter upon said premises and/or collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means including appointment of a receiver in the name of any party hereto, and to apply the same less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, in such order as Mortgagee may determine.

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of Mortgagor contained herein; (2) Payment of the total of payments of a Time Sale Contract, in the sum of $ 91,504.80, as provided in accordance with the terms and provisions of a Time Sale Contract dated AUGUST 16, 1983 herewith executed by Mortgagor and payable to Mortgagee to which Time Sale Contract reference is hereby made; (3) The payment of any money that may be advanced by the Mortgagee to Mortgagor for any reason or to third parties where the amounts are advanced to protect the security or in accordance with the covenants of this Mortgage.

All payments made by Mortgagor on the obligation secured by this Mortgage shall be applied in the following order:
FIRST: To the payment of taxes and assessments that may be levied and assessed against said premises, insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor.
SECOND: To the payment of default, delinquency and deferment charges. THIRD: To the payment of said Time Sale Contract.

TO PROTECT THE SECURITY HEREOF, MORTGAGOR COVENANTS AND AGREES: (1) During the full period of this Agreement, Mortgagor shall keep the said premises insured against fire loss and risks covered by extended coverage. Mortgagee is entitled to be named loss payee under such insurance and to receive prompt evidence of coverage. On Mortgagor's failure to procure such insurance or to provide evidence of same to Mortgagee, Mortgagee has the right but not the obligation to procure insurance at Mortgagor's expense. The premium so advanced is payable on demand, or, if Mortgagee consents, is payable on time as agreed and may be added on to the then balance. Mortgagor assigns to Mortgagee all insurance proceeds including benefits and refunded premium for application on Mortgagor's obligation or for restoration or replacement of the collateral. Any overage shall be refunded to the Mortgagor. (2) To pay all taxes and special assessments of any kind that have been or may be levied or assessed upon said premises, or any part thereof. (3) In the event of default by Mortgagor under 1 or 2 above, Mortgagee, at its option (whether electing to declare the whole indebtedness secured hereby due and collectible or not), may (a) effect the insurance above provided for and pay the reasonable premiums and charges therefor; (b) pay all taxes and assessments without determining the validity thereof, and (c) pay such liens and all such disbursements, with interest thereon from the time of payment at the highest rate allowed by law, and such disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee. (4) To keep the buildings and other improvements now or hereafter erected in good condition and repair, not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to laws, ordinances or regulations of proper public authority, and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises, not to remove or demolish any building thereon; to complete within One Hundred Eighty (180) Days or restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay, when due all claims for labor performed and material furnished therefor. (5) That the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed and any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person for the payment of said indebtedness or the lien of this instrument upon the remainder of said premises for the full amount of said indebtedness then remaining unpaid, and no change in the ownership of said premises shall release, reduce or otherwise affect any such personal liability on the lien hereby created. (6) Mortgagor hereby fully and absolutely waives and releases all rights and claims he or she may have in or to said premises as a Homestead exemption now existing or which may hereafter be established, or any right in the nature of Dower or Curtesy, or any statutory substitute therefor. (7) Not to sell, encumber, or otherwise dispose of the property or place any lien, or give any mortgage upon said property, without written consent of the Mortgagee.

IT IS MUTUALLY AGREED THAT: (1) If the Mortgagor shall fail or neglect to pay installments on said Time Sale Contract as the same may hereafter become due, or upon default in performance of any agreement hereunder, or upon sale or other disposition of the premises by Mortgagor without written approval of the Mortgagee, or upon contracting without Mortgagee's prior written consent for any home improvement which could, if not paid for give rise to a claim for Mechanic's Lien or should any action or proceeding be filed in any court to enforce any lien on, claim against or interest in the premises, then all sums owing by the Mortgagor to the Mortgagee under this Mortgage or under the Time Sale Contract secured hereby shall immediately become due and payable at the option of the Mortgagee on the application of the Mortgagee or Assignee or any other person who may be entitled to the monies due thereon; and after any one of said events this mortgage will 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 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 a reasonable attorney's fee and any evidence of title procured in connection with such sale; 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, and Fourth, the balance, if any, to be turned over to 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.

(2) Mortgagor agrees to surrender possession of the hereinabove described premises to the Purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Mortgagor, and for failure to surrender possession, will pay to Purchaser the reasonable rental value of the premises during or after the redemption period.

(3) In the event said premises are sold by Mortgagee, Mortgagor shall be liable for any deficiency remaining after sale of the premises, and application of the proceeds of said sale to the indebtedness secured and to the expenses of conducting said sale, including attorney's fees and legal expenses if allowed by law.

(4) Should said property or any part thereof be taken or damaged by reason of any public improvements or condemnation proceeding, or damaged by fire or in any other manner, Mortgagee shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement in connection with such taking or damage.

(5) Whenever, by the terms of this instrument or of said Time Sale Contract, Mortgagee is given any option, such option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and continuing or thereafter accruing.

(6) If Mortgagor shall pay said Time Sale Contract at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee will, within the statutory period after written demand therefor by Mortgagor, execute a release or satisfaction of this Mortgage.

(7) Notwithstanding anything in this Mortgage or the Time Sale Contract secured hereby to the contrary, neither this Mortgage nor said Time Sale Contract shall be deemed to impose on the Mortgagor any obligation of payment, except that the same may be legally enforceable, and any provision to the contrary shall be of no force or effect. Invalidity or unenforceability of any provision herein shall not affect the validity and enforceability of any other provision.

(8) All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained.

(9) If any of the undersigned is a married woman, she represents and warrants that this instrument has been executed on her behalf, and for her sole and separate use and benefit and that she has not executed the same as surety for another.

IN WITNESS WHEREOF the Mortgagors have hereunto set their signatures and seal, this 16th day of August, 19 83

Signed, Sealed and Delivered in the presence of

Witness — JAMES R. EFFERSON JR. (SEAL) Mortgagor - Buyer

Witness — Tajuana A. Efferson (SEAL) Mortgagor - Buyer

THE STATE OF ALABAMA, COUNTY OF SHELBY ss.

I, Huddie Danaby, a Notary Public in and for said County, in said State, hereby certify that JAMES R. EFFERSON JR and TAJUANA A EFFERSON whose name ARE signed to the foregoing conveyance, and who ARE known to be 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 16TH day of AUGUST, 19 83.

Huddie Danaby Notary Public

My Commission expires 5-15-85

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ASSIGNMENT OF MORTGAGE

FOR VALUABLE CONSIDERATION, the undersigned, the sole owner and holder of that certain Mortgage dated August 16TH A 83 executed by JAMES R. EFFERSON JR. and TAJUANA A. EFFERSON Mortgagor(s) and recorded in the official records of SHELBY County, Alabama, does hereby transfer, assign and set over the same together with the Time Sales Contract which it was given to secure unto AYCO FINANCIAL SERVICES OF THE UNITED STATES Mortgagee.

Dated at BIRMINGHAM AL (Seller-Mortgagee's Town and State) this 22ND day of NOVEMBER 1983

Signed BEACON HOMES INC (Name of Seller-Mortgagee) (SEAL) By Tom Godwin (PRES) (Officer - Co-Partner - Owner)

Mtg. tax 61.95
Rec 3.00
Ind 1.00
65.95

STATE OF ALABAMA
COUNTY OF SHELBY } ss.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1983 NOV 22 PM 12:00
JUDGE OF PROBATE

I, Sue N. Attaway, do certify that Tom Godwin personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 22nd day of November, 1983

My Commission Expires June 30, 1984

Sue N. Attaway (Signature of Notary)

My Commission Expires June 30, 1984

MORTGAGE

From:

To:

County of, Alabama

Received for Recording:

Month Day Year

Time o'clock M.

Mortgage Record Number

Page Number

Recorder Signature

For

Recording Fee $ County, State of Alabama