## REAL PROPERTY MORTGAGE

Together with all and singular the rights, privileges, hereditaments, easements and appurtenances thereunto belonging or in anywhee apparationing:  To HAVE AND TO HOLD FOREVER, unto the said Mortgages, Mortgages's euccessors, heirs and assigns.  To HAVE AND TO HOLD FOREVER, unto the said Mortgages, Mortgages's euccessors, heirs and assigns.  The above described property is warranted free from all incumbrances and against adverse claims, except as stated shove.  If the Mortgages shall be authorized to declare, at its option, all or any part of such state in the Mortgages, the Mortgage is a second Mortgage, then the time declares to said prior Mortgage as a recorded in Jettle within Mortgage is a second Mortgage, then the time state of the twinter to said prior Mortgage on the transfer of the Whitin Mortgage is a second Mortgage, the hortgage is subcordinate to said prior Mortgage only to the sextend by the balance.  The within Mortgage is a second Mortgage, then the side of the without to said prior Mortgage only to the sextend by the balance of the twinter was constructed by the above described by the short of the within Mortgage is a second Mortgage is subcordinate to said prior Mortgage only to the sextend by the above described by the above described by the above described property as a second Mortgage, the Mortgage only to the sextend the current belance of the within Mortgage as a second Mortgage, the Mortgage only to the sextend the current belance downly. Alsoemers, but the Mortgage is subcordinate to said prior Mortgage only to the sextend the current belance downly.	. Diversity vende	de and entered into on this _1. Gibson AKA Suzanne i	Oth day of	May Gibson, Jr.	and Mike C.	Moseley
as "Motigages"; to secure the psychiatric of out.  (5			and TRANSAM	RICA FINANCIA	L SERVICES, INC.	, (hereinafter referred to
See Schedule "A"  Together with all and singular the rights, privileges, hereditaments, essements and appurtenances thereunto belonging or in anywise appartaining:  TO HAVE AND TO HOLD FOREVER, unto the said Mortgages, Mortgages's successors, heirs and assigns.  The above described property is warranted tree from all incumbrances and against adverse claims, except as stated above.  If the Mortgager shall sell, lease or otherwise transfer the mortgaged property or any part thereof without the prior written consent of the Mortgages, the Mortgages shall be authorized to declars, at its option, all or any part of such indebtones immediately due and payable.  If the within Mortgage is a second Mortgage, then it is subordinate to the fund certain prior Mortgage as recorded in Jefferson  Vol. 3274 (Alabama; but this Mortgage is subordinate to said prior Mortgage as present betain country, Alabama; but this Mortgage is subordinate to said prior Mortgage only to the extent of the current balance.	4237.16	), evidenced by a Promisso	ory Note of even da	te herewith and p	ayable according to	the terms of said Note.
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For the purpose of further securing the payment of the indebtedness, the Mortgagor agrees to pay all taxes or assessments when imposed legally upon the real estate, and should default be made in the payment of same, the Mortgagoe may at Mortgagoe's option pay off the same; and to further secure the indebtedness, Mortgagor agrees to keep the improvements on the real estate insured against loss or damage by fire, and to further secure the indebtedness, Mortgagor agrees to keep the improvements on the real estate insured against loss or damage by fire, and to further secure the indebtedness attisfactory to the Mortgagoe, with loss, if any, payable to Mortgagoe as its interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagoe; and if undersigned fails to keep property insured as above specified, or fails to deliver said insurance policies to Mortgagoe, then Mortgagoe, or assigns, may at Mortgagoe's option, insure the real estate for said sum, for Mortgagoe's own benefit, the policy if collected to be credited on the indebtedness, less cost of collecting same. All amounts so expended by Mortgagoe for taxes, assessments or insurance, shall become a debt to Mortgagoe or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgago, and bear interest at the same interest rate as the indebtedness secured hereby from date of payment by Mortgagoe or assigns and be at once due and payable.

15011 (Rev. 800) Lings

(Continued on Reverse Side)

UPON CONDITION, HOWEVER, that if the Mortgagor pays the indebtedness, and reimburses Mortgagee 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 Mortgages 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 sald events, the whole of the indebtedness hereby secured, at the option of Mortgagee 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 Mortgages, 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, seiting and conveying, including, if the original amount financed exceeded three hundred dollars, attorney's fees not in excess of fifteen 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 of assigns may bid at said sale and purchase the said estate, if the highest bidder therefor. Fallure 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 s	et his signature and seal or	the day first above wr	itten.
CAUTION — IT IS IMPORTANT T	HAT YOU THOROUGHL	Y READ THIS MORTGAGE	BEFORE YOU SIGN	IT.
343race 258	Suzanne Ren	Gibson AKA Suzan	<b></b>	(Seal) (Seal)
	V.W. Gibson	Jr.		(Seal)
THE STATE OF ALABAMA   I,_  Jefferson COUNTY   In a		med authority  Id State, hereby certify that	the above	a Notary Public
		!		whose
name(s) is/are known to me, acknowledged bet the same voluntarily on the day the same beam		; eing informed of the content ;	s of the conveyance, ti	ney executed
Given under my hand and seal this				_91
My Commission Expires: 4/19/93		D. 1	ill.	•
My Commission Expires: 7//7/ 73	Notary Public_	C. M. Min		<del></del>
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SCHEDULE "A"

UNIT 907, BUILDING 9, IN THE GABLES, A CONDOMINIUM, A CONDOMINIUM LOCATED IN SHELBY COUNTY, ALABAMA, AS ESTABLISHED BY DECLARATION OF CONDOMINIUM AND BY-LAWS THERETO, AS RECORDED IN REAL VOLUME 10, PAGE 177 AND AMENDED IN REAL VOLUME 27, PAGE 733, REAL VOLUME 50, PAGE 942 AND AMENDED IN REAL 59, PAGE 340 AND RE-RECORDED IN REAL 50, PAGE 942 AND AMENDED IN REAL 59, PAGE 19 AND FURTHER AMENDED BY CORPORATE VOLUME 30, PAGE 407 AND IN REAL 96, PAGE 855 AND REAL 97, PAGE 937 AND BY-LAWS AS SHOWN IN REAL VOLUME 27, PAGE 733 AND THEN AMENDED IN REAL VOLUME 50, PAGE 325 TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS, AS SET FORTH IN THE AFORESAID MENTIONED DECLARATION, SAID UNIT BEING MORE PARTICULARLY DESCRIBED IN THE FLOOR PLANS AND ARCHITECTURAL DRAWINGS OF THE GABLES CONDOMINIUM AS RECORDED IN MAP BOOK 9, PAGES 41 THRU 44, AND AMENDED IN MAP BOOK 9, PAGE 135 AND FURTHER AMENDED BY MAP BOOK 10, PAGE 49, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Total

91 HAY 15 AH 10: 37