

**REAL PROPERTY MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS:

THIS MORTGAGE, is made and entered into on this 29th day of October, 19 92, by and between the under-  
signed, Jimmy Nix & Wife, Eva Mae Nix

(hereinafter referred to as "Mortgagor", whether one or more) and TRANSAMERICA FINANCIAL SERVICES, INC., (hereinafter referred to  
as "Mortgagee"); to secure the payment of Eight Thousand Five Hundred Ninety Two & 21/100 Dollars  
(\$ 8,592.21), evidenced by a Promissory Note of even date herewith and payable according to the terms of said Note.

NOW, THEREFORE, In consideration of the premises, the Mortgagor, 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:

SEE EXHIBIT A

Inst # 1992-25450

11/02/1992-25450  
03:08 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DUB MCD 2440

Together with all and singular the rights, privileges, hereditaments, easements and appurtenances thereunto belonging or in anywise  
appertaining;

TO HAVE AND TO HOLD FOREVER, unto the said Mortgagee, Mortgagee's successors, heirs and assigns.

The above described property is warranted free from all incumbrances and against adverse claims, except as stated above.

If the Mortgagor 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 \_\_\_\_\_  
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 the date of the within Mortgage. Mortgagor hereby agrees not to increase the balance  
owed that is secured by said prior Mortgage. In the event the Mortgagor should fail to make any payments which become due on said prior  
Mortgage, or should default in any of the other terms, provisions and conditions of said prior Mortgage occur, then such default under the prior  
Mortgage shall constitute a default under the terms and provisions of the within Mortgage, and the Mortgagee herein may, at its option, declare  
the entire indebtedness due hereunder immediately due and payable and the within Mortgage subject to foreclosure. Failure to exercise this  
option shall not constitute a waiver of the right to exercise same in the event of any subsequent default. 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 prevent the foreclosure of said prior Mortgage, and all such amounts so  
expended by Mortgagee on behalf of Mortgagor shall become a debt to Mortgagee, or its assigns additional to the debt hereby secured, and  
shall be covered by this Mortgage, and shall bear interest from date of payment by Mortgagee, or its assigns, at the same interest rate as the  
indebtedness secured hereby and shall entitle the Mortgagee to all of the rights and remedies provided herein, including at Mortgagee's option,  
the right to foreclose this Mortgage.

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 Mortgagee may at Mortgagee'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,  
lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable  
to Mortgagee as its interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if undersigned  
fails to keep property insured as above specified, or fails to deliver said insurance policies to Mortgagee, then Mortgagee, or assigns, may at  
Mortgagee's option, insure the real estate for said sum, for Mortgagee's own benefit, the policy if collected to be credited on the indebtedness,  
less cost of collecting same. All amounts so expended by Mortgagee for taxes, assessments or insurance, shall become a debt to 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 Mortgagee or assigns and be at once due and payable.

*First Title*

UPON CONDITION, HOWEVER, that if the Mortgagor pays the indebtedness, and reimburses Mortgagee or assigns for any amounts Mortgagee 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 Mortgagee 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 said 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 Mortgagee, 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, selling 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 or assigns may bid at said sale and purchase the said estate, if the highest bidder therefor. Failure 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 set his signature and seal on the day first above written.

CAUTION — IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS MORTGAGE BEFORE YOU SIGN IT.

Jimmy Nix (Seal)  
Jimmy Nix  
Eva Mae Nix (Seal)  
Eva Mae Nix  
\_\_\_\_\_  
(Seal)

THE STATE OF ALABAMA }  
Chilton COUNTY }

I, The Undersigned, a Notary Public  
in and for said County, in said State, hereby certify that \_\_\_\_\_  
Jimmy Nix & Wife, Eva Mae Nix whose

name(s) is/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 seal this 29th day of October, 19 92.

My Commission Expires: 6/23/93 Notary Public Angela Calloway FKA  
Angela Littlefield

TO  
MORTGAGE

EXHIBIT A

Commence at a capped pipe found in place at the NE corner of Section 5, Township 20 South, Range 1 West, thence run South along the East boundary of said Section, a distance of 2651.41 feet to the NE corner of the NE 1/4 of SE 1/4 of said Section 5; thence turn an angle of 90 degrees 19 minutes 13 seconds to the right and run along an accepted property line a distance of 1402.70 feet to a pine knot in a rock pile; thence turn an angle of 88 degrees 53 minutes 05 seconds to the left and run a distance of 366.0 feet to a point; thence turn an angle of 89 degrees 00 minutes to the left and run a distance of 390.0 feet to a point on the East line of a 30 foot private road easement; thence turn an angle of 83 degrees 48 minutes 54 seconds to the right and run along said easement a distance of 42.28 feet to a point; thence turn an angle of 1 degree 47 minutes 06 seconds to the right and continue along said easement a distance of 107.53 feet to a point; thence turn an angle of 3 degrees 07 minutes 35 seconds to the right and continue along said easement a distance of 94.69 feet to the point of beginning; thence continue along said easement and along the same line a direction a distance of 51.47 feet to a point; thence turn an angle of 2 degrees 59 minutes 33 seconds to the right and continue along said easement a distance of 192.18 feet to a point; thence turn an angle of 12 degrees 33 minutes 17 seconds to the left and continue along said easement a distance of 37.88 feet to a point 30 feet North of the centerline of County Highway 36; thence turn an angle of 85 degrees 35 minutes 12 seconds to the left and run along a line 30 feet from and parallel to said centerline of County Highway 36 a distance of 130.95 feet to a point; thence proceed along a curve to the right (concave Southerly and having a radius of 323.0 feet and a central angle of 22 degrees 50 minutes 36 seconds) an arc distance of 128.78 feet to a point being 30 feet North of the centerline of said County Highway 36; thence turn an angle of 103 degrees 57 minutes 25 seconds to the left and run a distance of 277.50 feet to a point; thence turn an angle of 92 degrees 27 minutes 50 seconds to the left and run a distance of 271.98 feet to the point of beginning. Said parcel of land is lying in the NE 1/4 of SE 1/4, Section 5, Township 20 South, Range 1 West, and contains 1.6 acres. Situated in Shelby County, Alabama.

*Jimmy Nix*  
 Jimmy Nix  
*Eva Mae Nix*  
 Eva Mae Nix

*Angela Calloway FKA*  
 Notary Public  
*Angela Littlefield*

*6-23-93*  
 My Commission Expires

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 OCS MCD 240