

This instrument was prepared by:

NAME Thomas H. Jackson  
ADDRESS 1810 Third Avenue, N., Bessemer, AL 35020  
SOURCE OF TITLE \_\_\_\_\_  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

Subdivision	Lot	Plat Bk.	Page
QQ	Q	Inst 994-37380 T	R

12/27/1994-37380  
12:47 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 RCD 47.00

MORTGAGE

STATE OF ALABAMA  
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

David Allen Smith and wife, Patricia Y. Smith

(hereinafter called "Mortgagors", whether one or more) are justly indebted to First Family Financial Services Inc., a corp. (hereinafter called "Mortgagee", whether one or more) in the sum

of TWENTY FOUR THOUSAND ONE HUNDRED EITHTY SEVEN & .39/100 Dollars

(\$24187.39). Dollars, together with finance charges as provided in said Note And Security Agreement executed on even date herewith and payable according to the term of said Note And Security Agreement until such Note And Security Agreement is paid in full. And Whereas, Mortgagors agree, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

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:  
Lot #2, according to Survey and map made by Theo Sparks of the Town of Wilton, more particularly described as follows: From the Northwest corner of Southeast Quarter of Northeast Quarter of Section 8, Township 24 North, Range 12 East, run south 169.1 feet; thence East 687 3/4 feet; thence South 1/2 degrees East 75 feet to the Northwest corner of said lot 2 and from this point of beginning run North 89 1/2 Degrees East 160 feet; thence South 1/2 degrees East 87.6 feet; thence 89 1/2 degrees West 160 feet; thence North 1/2 degrees west 87.6 feet to said Point of Beginning of said lot, the same being in the Town of Wilton and known as "The Bosworth Lot" and being that lot conveyed Arthur Milstead by Mae Moreland by Warranty Deed dated March 24, 1922, and recorded in the Probate Office of Shelby County, Alabama, in Deed Book 69, Page 476. Also, a certain lot or parcel of land 75 X 160 feet situated in the Southeast Quarter of Northeast Quarter of Section 8, Township 24 North, Range 12 East, and in the Town of Wilton, the same being Lot 1, according to a survey made by Theo Sparks and which said Lot is more particularly described as follows: For Point of Beginning, start at the Northwest corner of said Southeast quarter of Northeast quarter and run thence South 169.2 feet; thence run East 687 3/4 feet which point is the Northwest corner of the lot herein conveyed; run thence North 89 1/2 degrees east 160 feet; thence South 1/2 degrees East 75 feet; thence South 89 1/2 degrees West 160 feet; run thence North 1/2 degrees West 75 feet to point of beginning, said lot being that lot, which was conveyed by J. W. and Abbie C. Little to Arthur Milstead by Warranty Deed dated October 21, 1922, and recorded in Deed Book 69, Page 521, in the Probate Office of Shelby County, Alabama.

Address: 60 Church St., Tax Map or Parcel ID No. 36-3-8-1-0-4.

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 extent even in excess thereof of the principal amount hereof.

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. None at Page \_\_\_\_\_

NA 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 today's date. Mortgagor hereby agrees not to increase the balance owed that is secured by said prior mortgage. In the event the within 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, then such default under the terms and provisions of the within mortgage, and 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 the within Mortgagee on behalf of Mortgagor shall become a debt to the within 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 the within Mortgagee, or its assigns, at the same interest rate as the indebtedness secured hereby and shall entitle the within Mortgagee to all of the rights and remedies provided herein, including at Mortgagee's option, the right to foreclosure this mortgage.

The mortgage may be paid in full at any time on or before due date.

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

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 againsts 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; 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 shall 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, but 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 23rd day of DECEMBER 1994.

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

David Allen Smith (SEAL)  
Patricia Y. Smith (SEAL)

THE STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David Allen Smith and wife, Patricia Y. Smith

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 23rd day of December 1994

Notary Public

Inst # 1994-37380  
12/27/1994-37380  
12:47 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 NCB 47.30

MORTGAGE

David Allen Smith and wife, Patricia Y. Smith

TO

First Family Financial Services Inc., a corp.

THE STATE OF ALABAMA

County

OFFICE OF JUDGE OF PROBATE

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