Record and return to:

EquiCredit Corporation/Ala. & Miss. 3940 Montclair Road, Suite 201 Birmingham, AL 35213-2416

JUNIOR MORTGAGE (Interest Bearing Loan)

Loan Number: 3901562

Page 1 of 3

390 E.

SAMUEL R DUDLEY AND WIFE SANDY L DUDLEY Miss. Florida proposition (whereaster called "Mortgages") Is (pre) Missers of the Mortgage in the amount of _ERNTHOUSAND DOLLARS and OCENTS tally indebted to the Mortgage in the amount of _ERNTHOUSAND DOLLARS and Ocents tally indebted to the Mortgage in the amount of _ERNTHOUSAND DOLLARS and Ocents tally indebted to the Mortgage in the amount of _ERNTHOUSAND DOLLARS and Ocents tally indebted to the Mortgage in the amount of _ERNTHOUSAND DOLLARS and ocents tally indebted to the Mortgage in the amount of _ERNTHOUSAND DOLLARS and ocents tally indebted to the Mortgage in the amount of _ERNTHOUSAND DOLLARS and ocents tally indebted to the Mortgage in the amount of _ERNTHOUSAND DOLLARS and ocents tally indebted to the Mortgage in the amount of a call and th	This indenture is made and entered into this $22nd$ day of Jun	e, 1995	by and between _			l th
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EquiCredit Corporation/Ala. & Miss. 3940 Montclair Road. Suite 201 Birmingham. AL 35213-2416	The Mortgagor hereby authorizes the holder of any prior mortg (1) the amount of indebtedness secured by such mortgage; (2) indebtedness is or has been in arrears; (4) whether there is thereby; and (5) any other Information regarding such mortgage or the indebtedness secured thereby which the Mort The Mortgagor expressly agrees that if default should be ma provisions of the prior mortgage or mortgages listed above or such default, without notice to anyone, by paying whatever am standing; and any and all payments so made, together with applicable law, whichever is less, shall be added to the Indebthereon, shall be immediately due and payable; and, if such as this mortgage shall be in default and subject to immediate force for the purpose of further securing the payment of the Debt, over this mortgage (hereinafter jointly called "Liens"), and if option, may pay the same; in the event Mortgagor fails to perform the whortgagor fails to perform the companies as may be satisfactory to the Mortgage, agains insurance policy with standard extended coverage endorsem Mortgagor fails to maintain hazard insurance (including any charges owed Mortgagee (in addition to payment of all lier Mortgagee may, in its sole discretion, obtain such insurance rany premiums paid for such insurance to be in an amount at least forth in the Note; such insurance to be in an amount at least forth in the Note; such insurance to be in an amount at least by the mortgage agrees in writing that such insurance may be delivered to and held by the Mortgagee until the Debt is paid giving at least fifteen days prior written notice of such cancella Subject to the rights, if any, of the holder of any prior mortgag security for the payment of the Debt each and every policy of thereof, together with all the right, title and interest of the 1 Mortgagor's right, title and interest in and to any premiums of all to keep the Real Estate insured as specified above then declare the entire Debt due and payable and this mortgage is regardless of whether the Mortgage	page encumbering the Real) the amount of such indeb or has been any default age or the indebtedness se gagee may request from the de in the payment of prine r any other such prior more counts may be due under the interest thereon at the interest thereon at the interest thereon at the interest in all respects as p the Mortgagor agrees to: default is made in the pay any due and payable to add the amounts thereof to the Note; (2) keep the Real at loss by fire, vandalism, ent, with loss, if any, payable and charges which may required flood insurance) as and charges which may haming Mortgagee as the se and of the loan secured by the list equal to the full insurable in a lesser amount. The o in full. The insurance polic ation to the Mortgagee at the peset forth above, the Mort hazard insurance now or h Mortgagor in and to each paid on such hazard insura- to, at the election of the Mort able to foreclosure, and due and payable and this e value (or for such lesser and the cost of collecting same) are reconstructing the improvement a debt due by the Mort age, and shall bear interest and law, whichever is less.	Estate to disclose stedness that is unposed to surpose to surpose to surpose to time. Cipal, interest or an agage, the Mortgaghe terms of such provided by law and crovided by law and (1) pay all taxes, assessments the principal amount suffly have priority over the beneficiary (since Mortgage on whether the mortgage on whether in affect wand every such periority over the priority over the priority over the priority over the priority over the mortgage on whether the mortgage on whether the mortgage and without this mortgage subject the mortgage subjec	to the Mortgagee the paid; (3) whether any ch mortgage or the d (5) any other information of the sum payable may, but shall not mortgage so as to month, or the high amount paid by high amount paid by high amount paid by high amount paid by high assessments, and other liens afform of the loan secures in and other perils us see, as its interest micient to satisfy all interest coverage in the rest coverage i	e following information regard the under the tot be obligate to put the same heat rate persolation of the Margage fecting the Research the Mortgage ay appear; in the Real Est ments therefore at the continues, and the Real Est ments therefore the Real Est ments therefore the Real Est ments therefore the Mortgage provements, or the Mortgage provements at th	formation: d on such s secured ding such terms and terms and terms and terms and the formation the in good mitted by the interest dortgagee, at its the event fees, and the event fees, and at Estate), the insurer as further or any part the insurer the
THE REPORT OF THE PARTY OF THE	Subject to the rights, if any, of the holder of any prior mortgag security for the payment of the Debt the following described p	ge set forth above, the Mor property, rights, claims, ren	igagor hereby assig ts, profits, issues a	gns and pledges to t nd revenues:	не мондяўес	, as lui ii le

Central Al. Title

Laser Form #411 AL 2nd Mtg. (IB) (Rev. 4/92) DP ...

1. all rents, profits, issues, and revenues of the Real Estate from time to time accruing, whether under leases or tenancies now existing or hereafter created, reserving to the Mortgagor, so long as the Mortgagor is not in default hereunder, the right to receive and retain such rents, profits, issues and revenues;

2. all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Real Estate, or any part thereof, under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Real Estate, or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets, and all payments made for the voluntary sale of the Real Estate, or any part thereof, in lieu of the exercise of the power of eminent domain. The Mortgagee is hereby authorized on behalf of, and in the name of, the Mortgagor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. The Mortgagee may apply all auch sums so received, or any part thereof, after the payment of all the Mortgagee's expenses, including court costs and attorneys' fees, on the Debt in such manner as the Mortgagee elects, or, at the Mortgagee's option, the entire amount or any part thereof so received may be released or may be used to rebuild, repair or restore any or all of the improvements located on the Real Estate.

The Mortgagor agrees to take good care of the Real Estate and all improvements located thereon and not to commit or permit any waste thereon, and at all times to maintain such improvements in as good condition as they now are, reasonable wear and tear excepted.

Notwithstanding any other provisions of this mortgage or the note evidencing the Debt, the Debt shall become immediately due and payable, at the

option of the Mortgagee, upon the conveyance of the Real Estate, or any part thereof or any interest therein.

The Mortgagor agrees that no delay or failure of the Mortgages to exercise any option to declare the Debt due and payable shall be deemed a waiver of the Mortgagee's right to exercise such option, either as to any past or present default, and it is agreed that no terms or conditions contained in this mortgage may be walved, altered or changed except by a written instrument signed by the Mortgagor and signed on behalf of the Mortgagee by one of its officers.

After default on the part of the Mortgagor, the Mortgagee, upon bill filed or other proper legal proceeding being commenced for the foreclosure of this mortgage, shall be entitled to the appointment by any competent court, without notice to any party, of a receiver for the rents, issues and profits of the

Real Estate, with power to lease and control the Real Estate, and with such other powers as may be deemed necessary.

Upon condition, however, that if the Mortgagor pays the Debt (which Debt includes the indebtedness evidenced by the promissory note referred to hereInbefore and any and all extensions and renewals thereof and all interest on said indebtedness and on any and all such extensions and renewals) and reimburses the Mortgages for any amounts the Mortgages has paid in payment of Liens, amounts in default under any prior mortgage or insurance premiums, and interest thereon, and fulfills all of its obligations under this mortgage, this conveyance shall be null and void. But if: (1) any warranty or representation made in this mortgage is breached or proves false in any material respect; (2) default is made in the due performance of any covenant or agreement of the Mortgagor under this mortgage (3) default is made in the payment to the Mortgagee of any sum paid by the Mortgagee under the authority of any provision of this mortgage; (4) the Debt, or any part thereof, remains unpaid at maturity; (5) the interest of the Mortgages in the Real Estate becomes endangered by reason of the enforcement of any prior lien or encumbrance thereon; (6) any statement of lien is filed against the Real Estate, or any part thereof, under the statutes of Alabama relating to the liens of mechanics and materialmen (without regard to the existence or nonexistence of the debt or the lien on which such statement is based); (7) any law is passed imposing or authorizing the imposition of any specific tax upon this mortgage or the Debt or permitting or authorizing the deduction of any such tax from the principal or interest of the Debt, or by virtue of which any tax, lien or assessment upon the Real Estate shall be chargeable against the owner of this mortgage; (8) any of the stipulations contained in this mortgage is declared invalid or inoperative by any court of competent jurisdiction; (9) Mortgagor, or any of them (a) shall apply for or consent to the appointment of a receiver, trustee or liquidator thereof or of the Real Estate or of all or a substantial part of such Mortgagor's assets, (b) be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy, (c) fail, or admit in writing such Mortgagor's inability generally to pay such Mortgagor's debts as they come due, (d) make a general assignment for the benefit of creditors, (e) file a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law, or (f) file an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against such Mortgagor in any bankruptcy, reorganization or insolvency proceedings; or (10) an order for relief or other judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking liquidation or reorganization of the Mortgagor, or any of them if more than one, or appointing a receiver, trustee or liquidator of any Mortgagor or of the Real Estate or of all or a substantial part of the assets of any Mortgagor; then, upon the happening of any one or more of said events, at the option of the Mortgagee, the unpaid balance of the Debt (which includes principal and accrued interest) shall at once become due and payable and this mortgage shall be subject to foreclosure and may be foreclosed as now provided by law in case of past-due mortgages; and the Mortgagee shall be authorized to take possession of the Real Estate and, after giving at least twenty-one days notice of the time, place and terms of sale by publication once a week for three consecutive weeks in some newspaper published in the county in which the Real Estate is located, to sell the Real Estate in front of the courthouse door of said county, at public outcry, to the highest bidder for cash, and to apply the proceeds of said sale as follows: first, to the expense of advertising, selling and conveying the Real Estate and foreclosing this mortgage, including reasonable attorney's fees (provided, however, that such attorney's fees shall not exceed 15% of the unpaid Debt after default and referral to an attorney not a salaried employee of the Mortgagee and no such attorney's fee shall be collectible if the original principal amount or the original amount financed does not exceed \$300); second, to the payment of any amounts that have been spent, or that it may then be necessary to spend. In paying insurance premiums, Liens, amounts in default under any prior mortgage or other encumbrances, with Interest thereon; third, to the payment in full of the balance of the Debt (which includes principal and accrued interest) 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 paid to the party or parties appearing of record to be the owner of the Real Estate at the time of the sale, after deducting the cost of ascertaining who is such owner. The Mortgagor agrees that the Mortgagee may bid at any sale had under the terms of this mortgage and may purchase the Real Estate if the highest bidder therefor. At the foreclosure sale the Real Estate may be offered for sale and sold as a whole without first offering it in any other manner or it may be offered for sale and sold in any other manner the Mortgagee may elect.

The Mortgagor agrees to pay all costs, including reasonable attorney's fees (not exceeding 15% of the unpaid Debt after default and referral to an attorney not a salaried employee of the Mortgages; provided, however, that no such attorney's fees shall be collectible if the original principal amount or original amount financed does not exceed \$300) incurred by the Mortgagee in collecting or securing or attempting to collect or secure the Debt, or any part thereof, or in defending or attempting to defend the priority of this mortgage against any lien or encumbrance on the Real Estate, unless this mortgage is herein expressly made subject to any such lien or encumbrance; and/or all costs incurred in the foreclosure of this mortgage, either under the power of sale contained herein, or by virtue of the decree of any court of competent jurisdiction. The full amount of such costs incurred by the Mortgages shall be a part of the Debt and shall be secured by this mortgage. The purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money. In the event of a sale hereunder, the Mortgagee, or the owner of the Debt and mortgage, or auctioneer, shall

execute to the purchaser, for and in the name of the Mortgagor, a good and sufficient deed to the Real Estate. Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this mortgage, whether one or more natural persons, corporations, associations, partnerships or other entities. All covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives, successors and assigns of the undersigned; and every option, right and privilege herein reserved or secured to the Mortgagee shall inure to the benefit of the Mortgagee's successors and assigns.

2. Riders to this Mortgage. If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage. [Check applicable box(es)].

1 Condominium Rider

) Adjustable Rate Rider

] 1-4 Family Rider

[] Graduated Payment Rider [] Planned Unit Development Rider
[] Other(s) (specify)	·
In witness whereof, the undersigned Mortgagor has	(have) executed this instrument on the date first written above.
Witness	Signature of SAMUEL R DUDLEY (Seal)
Witness	Signature of SANDY L DUDLEY (Seal)

ACKNOWLEDGMENT FOR INDIVIDUAL(S)

STATE OF ALABAMA SHELBY	COUNTY)			
I, the undersigned authority, in a	·	hereby certify th	at	
SAMUEL R DUDLEY	AND WIFE, SANDY L DI	UDLEY		
whose name(s) is (are) signed t	o the foregoing instrument, and	l who is (are) kno	wn to me, acknowledged before r	me on this day that, being informed of
the contents of said instrument,	they executed the	e same voluntarily	on the day the same bears date.	
Given under my hand and offici	al seal, this $\underline{22nd}$ day of \underline{Jul}	ne, 1995		
				1 11
			July J. V	ample
		,	Motery Public JULIA SAMPLE My commission expires:	
		,	AMA COLUMNSSION exhites: 1 1	<i>/</i> •
				·
			NOTARY MUST AFFIX SEAL	
	ACKNOV	VLEDGMENT FO	R CORPORATION	•
STATE OF)			
	COUNTY)			
I the maderal and authority in	and for said county in said state	a. haraby certify t	nat	
whome name as		, of -		, a corporation, is
signed to the foregoing instru	iment, and who is known to m	ne, acknowledge:	i before me on this day that, b	eing intormed of the contents of said
instrument, he as such officer,	and with full authority, executed	i the same volunt	arity for and as the act of said cor	poration.
Given under my hand and offic	cial seal this day of		 •	
	•	**.	Notary Public	······································
			My commission expires:	
		•		
	•		NOTARY MUST AFFIX SEAL	
This instrument prepared by:		I		
CLARA ODOM 3940 Montclair Road, Sui	ta 201	_ L	± 1995-16614	
	35213-2416	Inst	-	

O6/26/1995-16614
O8:05 AM CERTIFIED
SHELBOSOUNDY JUDGE SE STOBATE

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