REAL PROPERTY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THIS MORTGAGE, is made and entered into on this 3rd day of January, 19 96, by and between the undersigned, DAVID BLAKE AND WIFE, LUCY BLAKE

(hereinafter referred to as "Mortgagor", whether one or more) and TRANSAMERICA FINANCIAL SERVICES, INC., (hereinafter referred to as "Mortgagee"); to secure the payment of NINETYTWOTHOUSANDTHREEHUNDREDNINETYNINEAND 51/100 - - - - Dollars ($ 92,399.51), 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"

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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. 1996, at Page 239, 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.

(Continued on Reverse Side)

Central Al. Title

ORIGINAL

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.

This document was prepared by
Carmel Thagard at Transamerica
Financial Ser. Inc.
1000 Urban Center Dr.
Ste. 270; Bham., AL 35242

David Blake (Seal)
David Blake

Lucy Blake (Seal)
Lucy Blake

_______________ (Seal)

THE STATE OF ALABAMA
Jefferson COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that David Blake and wife, Lucy Blake 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 3rd day of January, 19 96.

My Commission Expires: 9-21-97 Notary Public Charles Bruce Wathers

TO

MORTGAGE

EXHIBIT "A"

PARCEL 1:

The North 770 feet of the East 1130 feet of the NW1/4 of the NW1/4 of Section 20, Township 22 South, Range 1 West.

PARCEL 2:

From the Northeast corner of the NE1/4 of the NE1/4, Section 19, Township 22 South, Range 1 West, Shelby County, Alabama, as beginning point, run West along the North line of Section 19 for 1388 feet; thence run South 02 deg. 17 min. East 1045 feet; thence run North 89 deg. 11 min. East for 1574.80 feet; thence run Northerly along a line 190 feet easterly of and parallel to the east section line 1045 feet to the north line of Section 20; thence run westerly along the north line of Section 20 for 190 feet, back to the beginning point; being situated in Shelby County, Alabama.

LESS AND EXCEPT THE FOLLOWING:

A parcel of land lying and being situated in the NE1/4 of NE1/4, Section 19, Township 22 South, Range 1 West, Shelby County, Alabama, described more particularly as follows: From the NW corner of said forty, run South 02 deg. 17 min. East along the West forty line for 445 feet; thence run North 89 deg. 11 min. East for 436.70 feet; thence run North 02 deg. 17 min. West for 445 feet to a point on the North forty line; run thence South 89 deg. 11 min. West along the North forty line for 436.7 feet, and back to the point of beginning; being situated in Shelby County, Alabama.

A parcel of land lying and being situated in the NE1/4 of NE1/4, Section 19, Township 22 South, Range 1 West, Shelby County, Alabama, described more particularly as follows: From the NW corner of said forty, run South 02 deg. 17 min. East along the West forty line for 445 feet to the point of beginning; from said point thus established, continue said course along said line for 600 feet; thence run North 89 deg. 11 min. East for 436.70 feet; thence run North 02 deg. 17 min. West for 600 feet; thence run South 89 deg. 11 min. West for 436.70 feet, and back to the point of beginning. LESS AND EXCEPT an easment across said lot being 10 feet in width, either side of a line decscribed as follows: From the NW corner of said forty, run South 02 deg. 17min. East for 997 feet, more or less, to a point in the center of an existing dirt road, and the point of beginning of said easement; thence run North 89 deg. East for 100 feet; thence run North 69 deg. East for 100 feet; thence run North 53 deg. East for 240 feet; thence run North 16 deg. East for 34.3 feet; thence run North 3 deg. East for 43.5 feet to the East line of the parcel described above and the end of said 20 foot easement. It being the intention of the parties hereunto appertaining, to reserve the road bed that exists this day for use and for ingress and egress.

David Blake

David Blake

Lucy Blake

Lucy Blake

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