

This instrument was prepared by: CHRISTI BUTLER
NAME FIRST FAMILY FINANCIAL SERVICES, INC
ADDRESS 3594 PELHAM PKWY STE 102

SOURCE OF TITLE _____
BOOK _____ PAGE _____

Subdivision		Lot	Plat Bk.	Page
QQ	Q	S	T	R

MORTGAGE

STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

NICKALAS AND WIFE, PAMELA MASSEY

(hereinafter called "Mortgagors", whether one or more) are justly indebted to FIRST FAMILY FINANCIAL SERVICES, INC

(hereinafter called "Mortgages", whether one or more) in the sum
of THIRTY-NINE THOUSAND SIX HUNDRED THIRTY FOUR DOLLARS AND NINTY-SIX CENTS Dollars

(\$ 39634.96). 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

SEE EXHIBIT A

NICKALAS MASSEY IS ONE AND THE SAME PERSON AS NICHOLAS MASSEY, THE
ABOVE NAMED GRANTOR.

Inst # 1996-28317

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SHELBY COUNTY JUDGE OF PROBATE
003 MCD 73.05

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, 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. _____ 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 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 condi-
tions of said prior mortgage, 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. 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 21ST day of aUGUST, 1996.

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

Nicholas A. Massey (SEAL)
Pamela Massey (SEAL)

THE STATE OF alabama
SHELBY COUNTY

I, THE UNDERSIGNED, a Notary Public in and for said County, in said State,
hereby certify that NICHOLAS MASSEY AND WIFE PAMELA MASSEY

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 21ST day of AUGUST, 1996.

Notary Public [Signature]

MORTGAGE

TO

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		
For Recording	\$	
For Taxes	\$	
TOTAL	\$	
JUDGE OF PROBATE		


EXHIBIT A

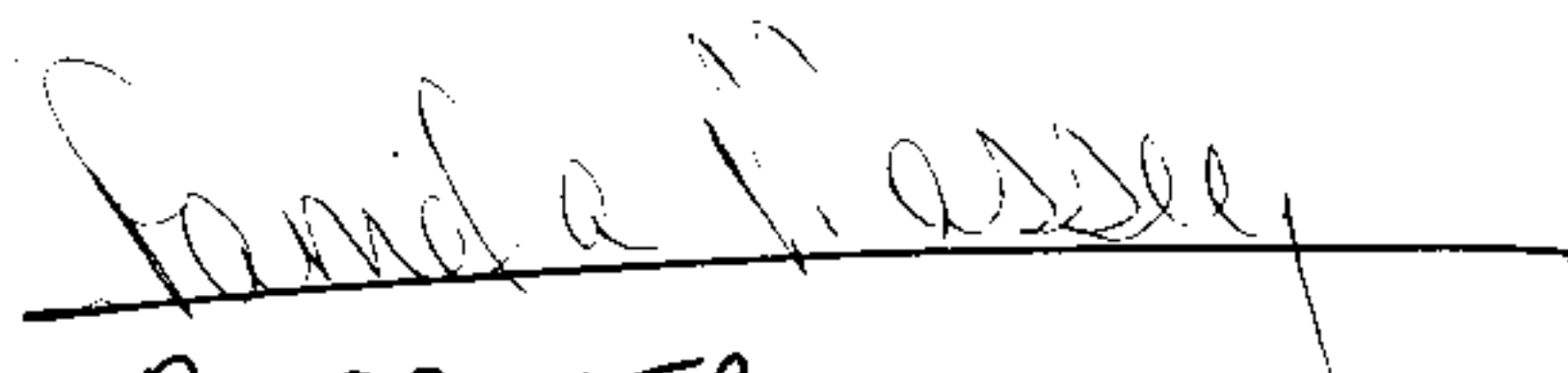
LEGAL DESCRIPTION:

SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT:

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: STARTING AT THE NORTHWEST CORNER OF THE SAID QUARTER-QUARTER SECTION, RUN EASTERLY ALONG THE NORTH BOUNDARY LINE OF SAID QUARTER-QUARTER SECTION A DISTANCE OF 280.0 FEET TO THE SOUTHWEST RIGHT OF WAY LINE OF U.S. HIGHWAY #31. THENCE RUN SOUTHEASTERLY ALONG SAID RIGHT OF WAY FOR 380.0 FEET TO AN ESTABLISHED PROPERTY LINE. THENCE TURN 44 DEGREES 30 MINUTES RIGHT AND RUN SOUTHERLY FOR 412.3 FEET TO AN IRON MARKER AT AN ESTABLISHED PROPERTY CORNER. THENCE RUN 30.0 FEET ALONG THE SAME LINE TO AN IRON MARKER, THE POINT OF BEGINNING. THENCE CONTINUE SOUTHERLY FOR 100.0 FEET TO AN IRON MARKER. THENCE TURN 90 DEGREES 00 MINUTES TO THE LEFT AND RUN EASTERLY FOR 191.2 FEET TO AN IRON MARKER AT AN ESTABLISHED PROPERTY CORNER. THENCE TURN 70 DEGREES 00 MINUTES TO THE LEFT AND RUN NORTHEASTERLY FOR 120.0 FEET TO AN IRON MARKER AT AN ESTABLISHED PROPERTY CORNER. THENCE RUN WESTERLY 232.2 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINS 0.53 ACRES, MORE OR LESS.
LESS AND EXCEPT MINERAL AND MINING RIGHTS.

SUBJECT TO ALL ENCUMBRANCES, LIMITATIONS, RESTRICTIONS, EASEMENTS AND RIGHTS OF WAY OF RECORD IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. ADDRESS: 626 MEMORY LANE. TAX MAP OR PARCEL ID NO. 23-1-12-0-000-036.002.


BORROWER


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