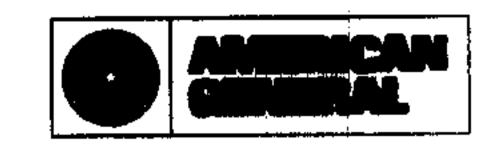
2000 Level

AMERICAN GENERAL FINANCE, INC.

'A Subsidiary of American General Corporation



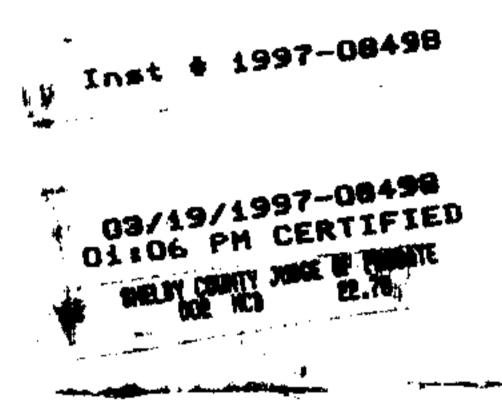
STATE OF ALABAMA	
Shelby	COUNT

County, Alabama, to wit:

MORTGAGE

₩.		TI WAVE		
_	nade on March	18,1997	<u> </u>	, between
		Harmon, husband		
(hereinafter, whether one or	more, referred to as "Mortg	agor"), and American Generi	ni Finance, Inc., (hereinafter	referred to as
Mortgagee"). WHEREAS the said	Richard W Harm	E SSETH on and Linda S H	armon, husband a	nd wife
(is) (are) Hetiyo indebted t		ed by a note of even da		HEED ON IN CHICK
April 3,2002	able in monthly installmen	nts, the last of which insta	silments shall be due and he "Loan").	i payable on
payment of the Loan and co	ompliance with all the stipu	nether one or more) in considuations herein contained, doi ing described real estate, situ	es hereby grant, bargain, e	I to secure the

Lot 12, in Block 3, according to the Survey of Bermuda Hills-Third Sector, as recorded in Map Book 7, page 15 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.



Together with all rights, privileges, tenements and appurtenances thereunto belonging or in any wise appertaining, including, but not limited to, heating, air-conditioning, lighting, plumbing and all other fixtures appertaining to said real estate, all of which shall be deemed realty and conveyed by this mortgage (said real estate and fixtures being hereinafter sometimes referred to as the "Property").

TO HAVE AND TO HOLD the Property, and every part thereof, unto Mortgagee, its successors and assigns forever, and Mortgager covenants with Mortgagee that Mortgager is lawfully seized in fee simple of the Property and has a good right to mortgage and convey the same; that the property is free of all encumbrances, except the lien of current ad valorem taxes, the hereinafter described first mortgage, and such other encumbrances, if any, as are expressly set out above; and Mortgager will warrant and forever defend the title to the same unto Mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever.

To secure the Loan further, Mortgagor agrees: (a) to pay all taxes, assessments or other liens taking priority over this mortgage, Imposed legally upon the Property, and should default be made in the payment of any part thereof, Mortgagee, at its option, may pay the same; and (b) to keep the Property continuously insured in such manner and in such companies as may be satisfactory to Mortgagee, for the full insurable value thereof, with loss, if any, payable to Mortgagee, as its interest may appear. If Mortgagor fails to keep the Property so insured, Mortgagee may, at its option, so insure the Property for Mortgagee's own benefit, the proceeds from such insurance, if collected, shall be credited on the Loan, less the cost of collecting same, or, at the election of Mortgagee, may be used in repairing or reconstructing the property. All amounts so expended by Mortgagee for insurance or for the payment of taxes, assessments or any other prior flens shall become an additional debt due and at once payable to Mortgagee, without demand upon or notice of any person, shall be secured by the lien of this mortgage, and shall bear interest from date of payment by Mortgagee, and at the election of Mortgagee, and without notice to any person, Mortgagee may deciare the Loan due and payable, and this mortgage may be foreclosed as hereinafter provided.

Mortgagor agrees to take good care of the Property, not to commit or permit any waste thereon, to keep the same repaired, and at all times to maintain the same in as good condition as the same now is, reasonable wear and tear excepted.

Notwithstanding any other provision of this mortgage or the note or notes 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.

Mortgagor agrees that no delay or failure of Mortgages to exercise any option to declare the maturity of any debt secured hereby shall be deemed a waiver of its right to exercise such option or declare such forfeiture, either as to any part or present default; and it is further agreed that no terms or conditions contained in this mortgage can be waived, altered or changed except in writing, signed by Mortgagor and by an executive officer of Mortgages.

After any default hereunder, Mortgagee shall, upon bill filed or other proper legal proceedings being commenced for the foreclosure of this Mortgage, be smittled, as a matter of right, to the appointment by any competent court or tribunal, without notice to any party, of a receiver of the rents, issues and profits of the Property, with power to lease and control the Property, and with such other powers as may be deemed necessary.

001-00007 (3-97) ALA411 ALABAMA REÂL ESTATE MORTGAGE

First Title

UPON CONDITION HOWEVER, that if Mortgagor pays the Loan and any renewals or extensions thereof, and all other indebtedness secured hereby, and reimburses Mortgages for any amount it may have expended in payment of taxes and insurance or other liens, and interest thereon, and shall do all other acts herein agreed to be done, this conveyance shall be null and void; but should default be made in the payment of any sum expended by Mortgagee under the authority of any of the provisions hereof, or should the Loan, or any renewals or extensions thereof, or any part thereof, or any interest thereon, remain unpaid at maturity, by acceleration or otherwise, or should the interest of Mortgages in the Property become endangered by reason of the enforcement of any prior lien or encumbrance thereon (including but not limited to foreclosure or other enforcement of the first mortgage described below) so as to endanger the Loan, or should any law, either federal or state, be passed imposing or authorizing the imposition of any specific tax upon this mortgage or the Loan, or permitting or authorizing the deduction of any such tax from the principal or interest of the Loan, or by virtue of which any tax or assessment upon the Property shall be chargeable against the owner of this mortgage, then, in any one of said events, all indebtedness hereby secured, or such portion thereof as may not at said date have been paid, with interest thereon, shall at once become due and payable at the option of the Mortgages, and this mortgage may be foreclosed as now provided by law; and Mortgagee shall be authorized to take possession of the Property, and after giving twenty-one days; notice by publication once a week for three consecutive weeks of the time, place and terms of sale, in some newspaper published in the county wherein the Property is located, to sell the same in front of the Courthouse door of such County, at public outcry, to the highest bidder for cash, and apply the proceeds of said sale: first, to the expense of advertising, selling and conveying, including such attorney's fee as may be permitted under the terms of the note evidencing the Loan; second, to the payment of any amounts that may have been expended, or that may then be necessary to expend, in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the Loan and samed interest thereon, whether or not the same shall have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale and any uneamed interest shall be returned to Mortgagor; and fourth, the balance, if any, to be turned over to Mortgagor.

Mortgagor further agrees that Mortgagee, its successors or assigns, may bid at any sale had under the terms of this mortgage and purchase the Property, if the highest bidder therefor, and 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, Mortgagee, or the owner of the debt and this mortgage, or the auctioneer, shall execute to the purchaser for and in the name of Mortgagor a good and sufficient deed to the Property.

Mortgagor agrees not to violate, nor allow the violation of any federal or state (or subdivision thereof) environmental, health or safety law regulation or ordinance, affecting said real property. Any such violation shall be deemed a default and Mortgagor agrees to indemnify, defend and hold Mortgagee harmless against any and all damages directly or indirectly caused by such violation, including but not limited to cleanup costs, attorney fees and costs, and that said claims, damages and costs shall be deemed additional sums due under the Mortgage indebtedness set forth in the Note executed in conjunction herewith.

Plural or singular words used herein to designate the undersigned shall be construed to refer to the maker or makers of this

mortgage, whether personal represe Mortgagee shall is	ntatives and	assigns of th	re undersigr	ned; and	every opt	ion, right	and priv	/ilege herd	igned sn in resen	ved or se	ecured	to
This mortgage						otore exec	cuted to					_
Hilton Mc	-								nal 1	Mortg	jage,	Inc
dated 02-29			, /	ecorded	in Volum	e 199	6	, page	680	5	in th	
Probate Office of			,	County, A	labama.			, , ,				·
It is specifical payable under the anyone, but shall said prior mortga from the date of shall be immedia provided by law a Mortgagor was	ne terms and it not be oblinge so as to payment, altely due and and by the p	d provisions of igated, to make put the same half be added d payable, at rovisions here	of said prior ce good such in good star to the indeb the option o	mortgage th default ading, and tedness of Mortgag	the Mo by paying any and secured be see, and t	rtgagee hig whatever all payme by this mortgare.	erein ai er amou enta ao rigage, age aut	hall have tunts may limade, tog and the separate to for	the right, se due u ether wit ame, with eclosure	without inder the th interes h interes in all re	notice terms at thereo it thereo spects	to of on on, as
property. Each of the ur					lakad							
IN WITNESS above written.		JTION - IT READ TH	IS IMPO	RTANT	Γ THA	r you '	THOR	OUGH		gay 967+90-2661 ♦	8/1997-084\$8	CAMERTY AND CO. TREMEN
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STATE OF A	labama	\		-		,				F -	0	
Jeffers	on COU	NILV										
I, the undersigned N	•••	_	ublic in and	for said C	ounty in a	said State, band a	hereby	certify that	at			
whose name(s) (day that, being in same bears date) Given under r	(is) (are) sign nformed of the ny hand and expires	ned to the fore ne contents of d official seal, (going corive the conveys this <u>/ A</u>	day of	nd who (in the control of the contro	s) (are) kn ey) execu	own to ted the	me, ackno same volu	wledged intarily o	n the day	me on the	his
This instrument					<u>.</u>		 					-
001-00007 (3-97) ALA412 A	LABAMA REA	L ESTATE	MORTGA	GE				м	YCOMMI	SSION E	XPIRES

APRIL 14, 1898