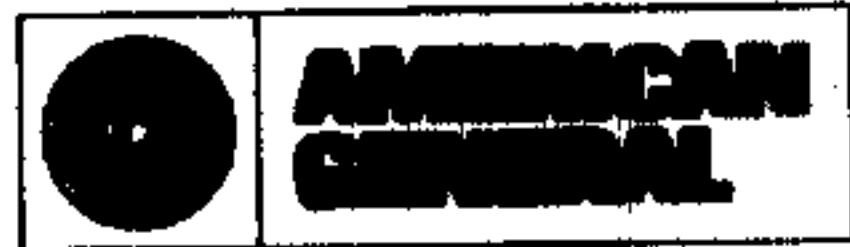


AMERICAN GENERAL FINANCE, INC.

A Subsidiary of American General Corporation



STATE OF ALABAMA

SHELBY

COUNTY

THIS IS TO CORRECT PRINCIPAL AMOUNT
OF MORTGAGE RECORDED 05-15-97
INST #1997-15256

MORTGAGE

THIS INDENTURE made on 14TH MAY 1997 between
WILLIAM M. JOHNSON and TONYA L. JOHNSON, a married couple
(hereinafter, whether one or more, referred to as "Mortgagor"), and American General Finance, Inc., (hereinafter referred to as
"Mortgagee").

WITNESSETH

WHEREAS, the said WILLIAM M. JOHNSON and TONYA L. JOHNSON
(is) (are) justly indebted to Mortgagee as evidenced by a note of even date herewith in the principal amount of
\$ 6793.63 together with interest and other
allowable charges is payable in monthly installments, the last of which installments shall be due and payable on
May 19th, 2002 (The "Loan").

NOW THEREFORE, the undersigned Mortgagor (whether one or more) in consideration of the premises and to secure the
payment of the Loan and compliance with all the stipulations herein contained, does hereby grant, bargain, sell and convey
unto Mortgagee, its successors and assigns, the following described real estate, situated in Shelby
County, Alabama, to wit:

Lot 15, according to the survey of Canterbury Estates, 1st Addition,
as recorded in Map Book 16 at Page 67 in Probate Office of Shelby
County, Alabama, situated in Shelby County, Alabama.

06/02/1997-17069
01:54 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DOE MD 12.00

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
Mortgagor covenants with Mortgagee that Mortgagor 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 Mortgagor 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 liens 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 declare 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 Mortgagee 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 Mortgagee.

After any default hereunder, Mortgagee shall, upon bill filed or other proper legal proceedings being commenced for the
foreclosure of this Mortgage, be entitled, 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 REAL ESTATE MORTGAGE

Inst # 1997-17069

Inst # 1997-17069

UPON CONDITION HOWEVER, that if Mortgagor pays the Loan and any renewals or extensions thereof, and all other indebtedness secured hereby, and reimburses Mortgagee 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 Mortgagee 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 Mortgagee, 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 earned 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 unearned 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 one or more persons; all covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives and assigns of the undersigned; and every option, right and privilege herein reserved or secured to Mortgagee shall inure to the benefit of its successors and assigns.

This mortgage is junior and subordinate to that certain mortgage heretofore executed to _____

USDA-Farmers Home Administration

dated April 4th 1995, recorded in Volume 1995, page 8768 in the Probate Office of Shelby County, Alabama.

It is specifically agreed that in the event default shall be made in the payment of principal, interest or any other sums payable under the terms and provisions of said prior mortgage, the Mortgagee herein shall have the right, without notice to anyone, but shall not be obligated, to make good such default by paying whatever amounts may be due under the terms of said prior mortgage so as to put the same in good standing, and any and all payments so made, together with interest thereon from the date of payment, shall be added to the indebtedness secured by this mortgage, and the same, with interest thereon, shall be immediately due and payable, at the option of Mortgagee, and this mortgage subject to foreclosure in all respects as provided by law and by the provisions hereof.

Mortgagor waives all rights of homestead exemption in the property and relinquishes all rights of courtesy and dower in this property.

Each of the undersigned hereby acknowledges receipt of a completed duplicate copy of this mortgage.

IN WITNESS WHEREOF, each of the undersigned has hereunto set his or her hand and seal on the day and year first above written.

**CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY
READ THIS CONTRACT BEFORE YOU SIGN IT.**

WITNESSES:

STATE OF Alabama
Jefferson COUNTY)

aka: WILLIAM M. JOHNSON

aka: TONYA L. JOHNSON

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that
WILLIAM M. JOHNSON and TONYA L. JOHNSON, a married couple

whose name(s) (is) (are) signed to the foregoing conveyance, and who (is) (are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, (he) (she) (they) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 14 day of May 1997.

Notary Public
(AFFIX SEAL)

My Commission expires _____

This instrument was prepared by: Louis F. Smith, American General Finance, Inc.

001-00007 (3-97) ALA412 ALABAMA REAL ESTATE MORTGAGE

AKA
William M. Johnson
TONYA L. JOHNSON
06/02/1997
01:54 PM
SHELBY COUNTY JUDGE OF PROBATE
12.00
002

File - County, Alabama