

STATE OF ALABAMA)
SHELBY COUNTY)

ALABAMA REAL PROPERTY MORTGAGE
(Closed-End Credit)
PHOENIX FUNDING
100 Chase Park South, Suite 220
Birmingham, AL 35244
Attn: De Etta Aigner

This instrument prepared by:
AMERICAN STANDARD CONSTRUCTION
COMPANY, INC.
2630 QUEENSTOWN ROAD
BIRMINGHAM, AL 35210

DATE OF LOAN: AUGUST 25, 1997 DATE FINANCE CHARGE ACCRUAL BEGINS SEPTEMBER 4, 19 97 LOAN NO.

Mortgagor(s) (Last name first) and address: ELWARD, JOHN C. AND ANGELA W. (WIFE) 1120 AMBERLEY WOODS DRIVE HELENA, AL 35080	Mortgagee/Name and address: AMERICAN STANDARD CONSTRUCTION COMPANY, INC. 2630 QUEENSTOWN ROAD BIRMINGHAM, AL 35210 (The term "Mortgagee" shall include any assignee to whom this Mortgage is assigned.)	Secured indebtedness: The principal sum of \$ 9,000.00 is scheduled to be paid in 36 monthly payments of \$ 303.20 and one of \$ NA commencing on OCTOBER 4 19 97 with the other payments due on the same day of each succeeding month. Final payment is scheduled to be paid on SEPTEMBER 4, 2000
COUNTY: SHELBY		

KNOW ALL MEN BY THESE PRESENTS, THAT: the above-named Mortgagor(s) have become indebted to Mortgagee for the secured indebtedness described above, as evidenced by a promissory note or retail installment contract of even date herewith (including any renewal or extension thereof or any amendment or modification of the same), and the Mortgagor(s) and the Mortgagee desire that the said indebtedness be secured as hereinafter set forth.
NOW, THEREFORE, in consideration of the said indebtedness, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure the payment and performance of the secured indebtedness described above, each of the undersigned Mortgagor(s) (whether one or more, hereinafter called "Mortgagor") do hereby grant, bargain, sell, and convey unto Mortgagee the following described real property (the "premises") situated in SHELBY County, Alabama, to-wit:

LOT 24-A, ACCORDING TO A RESURVEY OF LOTS 22 THROUGH 26, AMBERLEY WOODS, 1st SECTOR, AS RECORDED IN MAP BOOK 19 PAGE 64 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

09/05/1997-28605
03:09 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MEL 22.00

together with the hereditaments, appurtenances, easements, privileges and licenses thereto belonging or appertaining, and all buildings, structures, equipment, fixtures and other improvements now or hereafter existing, erected or installed thereon.

Mortgagor warrants that Mortgagor owns said property in fee simple and has a good and lawful right to mortgage the same to Mortgagee and that said property is free of encumbrances and adverse claims other than the lien for current ad valorem taxes and a mortgage in favor of COMPASS BANK (if none, so state).

TO HAVE AND TO HOLD the above granted premises unto Mortgagee, its successors and assigns, in fee simple, forever.
For the purpose of further securing the payment of said indebtedness, Mortgagor agrees to pay all taxes or assessments when legally imposed upon said premises and, should default be made in the payment of same, Mortgagee has the option of paying off the same for Mortgagor. To further secure said indebtedness, Mortgagor agrees to keep the buildings on the premises continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Mortgagee against the loss by fire (including so-called extended coverage), wind and such other hazards (including flood and water damage) as Mortgagee may specify from time to time, with loss, if any, payable to Mortgagee, and will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and will pay the premiums therefor as the same become due. Mortgagor shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Mortgagor or through an existing policy. Mortgagee may, for reasonable cause, refuse to accept any policy of insurance obtained by Mortgagor. Mortgagor shall give immediate notice in writing to Mortgagee of any loss or damage to the premises from any cause whatever. If Mortgagor fails to keep said premises insured as above specified, Mortgagee may insure said premises (but Mortgagee is not obligated to do so) for its insurable value, or the unpaid balance of the indebtedness, against loss by fire, wind and other hazards for the benefit of Mortgagor and Mortgagee or for the benefit of Mortgagee alone, at Mortgagee's election. All amounts so expended by Mortgagee for taxes, assessments, or insurance shall become a debt of Mortgagor to Mortgagee, additional to the debt hereby specifically secured, shall be covered by this Mortgage, shall bear interest from the date of payment by Mortgagee at the same rate as the promissory note secured hereby, and shall be at once due and payable.

UPON CONDITION, HOWEVER, that if Mortgagor pays said indebtedness and reimburses Mortgagee for any amounts Mortgagee may have expended for taxes, assessments, and insurance and the interest thereon, then this conveyance shall be and become null and void; however, should (i) default be made in the payment of any sum expended by Mortgagee, or in the payment of said indebtedness hereby secured or any part thereof or the interest thereon remain unpaid at maturity; (ii) the interest of Mortgagee in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon so as to endanger recovery of the debt hereby secured; or (iii) any statement of lien be filed under the statutes of Alabama relating to the liens of mechanics and materialmen without regard to the existence or nonexistence of the debt or any part thereof or of the lien on which such statement is based, then in any one or more of said events, the whole of said indebtedness hereby secured shall at once become due and payable and this Mortgage subject to foreclosure at the option of Mortgagee. Mortgagee shall be authorized to take possession of the premises hereby conveyed and, with or without first taking possession, after giving notice by publishing once a week for three (3) consecutive weeks the description of the property to be sold and the time, place, and terms of sale in some newspaper published in said county and state where the premises are located, to sell the same in lots or parcels or en masse as Mortgagee may deem best in front of the Courthouse door in said 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 a reasonable attorney's fee; 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 at the same rate as the promissory note secured hereby; third, to the payment of the secured indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale; and fourth, the balance, if any, to be paid over to Mortgagor. The undersigned further agrees that Mortgagee may bid at said sale and purchase said property if the highest bidder therefor as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of Mortgagor by such auctioneer as agent or attorney-in-fact. If the amount financed and secured by this mortgage exceeds \$300.00 and Mortgagee, after default, engages an attorney who is not a salaried employee of Mortgagee to enforce or foreclose this mortgage, Mortgagor will pay Mortgagee a reasonable attorney's fee, not to exceed 15% of the unpaid debt, and such fee shall be deemed a part of the expense incurred by Mortgagee in enforcing or foreclosing this mortgage, whether such mortgage be through exercise of the power of sale contained herein or through judicial proceedings.

Any estate or interest herein conveyed to Mortgagee or any right or power granted to Mortgagee in or by this Mortgage is hereby expressly conveyed and granted to the heirs, successors, agents, and assigns of Mortgagee.
IN WITNESS WHEREOF, each of the undersigned has hereunto set his or her hand(s) and seal(s) on this the 25th day of AUGUST, 1997

NOTICE TO BORROWERS: "CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT."

WITNESS: _____
WITNESS: _____
x John C. Elward (SEAL)
Mortgagor JOHN C. ELWARD
x Angela W. Elward (SEAL)
Mortgagor ANGELA W. ELWARD

(ALL PERSONS HAVING AN INTEREST IN THE PROPERTY MUST SIGN)

STATE OF ALABAMA)
SHELBY COUNTY)
I, Robert G. Ellis, a Notary Public, hereby certify that JOHN C. ELWARD AND ANGELA W. ELWARD, whose name(s) ARE signed to the foregoing conveyance, and who ARE known to me, acknowledge 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 of office this 25th day of AUGUST, 19 97
Robert G. Ellis
Notary Public
My commission expires: _____
[NOTARIAL SEAL]