(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

MORTGAGE

MORTGAGOR(S): ACCOUNT NUMBER 943802955

THIS INSTRUMENT WAS PREPARED BY MORTGAGEE

LAST NAME	FIRST	INITIAL	SPOUSE'S NAME
HUDGINS	STEVEN	D	HUDGINS, LYNN P

MORTGAGEE:
AVCO FINANCIAL SERVICES
OF ALABAMA INC
2976 PELHAM PKWY STE D
PELHAM ALABAMA, State of Alabama:

Mortgagor hereby conveys to Mortgagee, the following described real estate in the County of SHELBY

LOT 2, BLOCK 10, ACCORDING TO THE SURVEY OF BERMUDA LAKE ESTATE, FIRST SECTOR, AS RECORDED IN MAP BOOK 9, PAGE 98 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Inst # 1999-10554

03/12/1999-10554
11:26 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 CRH 23.35

TOGETHER WITH all buildings and improvements now or hereafter erected thereon, all of which, shall be subject to the lien hereof, and the hereditaments and appurtenances pertaining to the property, all of which is referred to hereinafter as the "premises"

Mortgagor also assigns to Mortgage all rents, of said premises, granting the right to collect and use the same, with or without taking possession of the premises, during any default hereunder, and during such default authorizing Mortgagee to enter upon said premises and/or collect and enforce the same without regard to adequacy of any security for the indebtedness hereby secured by any lawful means including appointment of a receiver in the name of any party hereto, and to apply the same less costs and expenses of operation and collection, including reasonable attorney's fees as provided below, upon the indebtedness secured hereby

FOR THE PURPOSE OF SECURING: (1) Performance of each agreement of mortgagor contained herein; (2) Payment of the principal sum with interest, as provided in a Promissory Note dated 03/09/99, whose final payment is due on 03/15/2005 or as extended or rescheduled by the parties hereto, herewith executed by Mortgagor and payable to the order of Mortgagee to which Promissory Note reference is hereby made. (3) Payment of any additional advances, not in a principal sum in excess of $ 10,250.35, with interest thereon, as may hereafter be loaned by Mortgagee or the then holder of this Mortgage to Mortgagor; (4) The payment of any money with interest thereon that may be advanced by the Mortgagee to third parties where the amounts are advanced to protect the security in accordance with the covenants of this Mortgage.

All payments made by Mortgagor on the obligation secured by this Mortgage shall be applied in the following order FIRST To the payment of taxes and assessments that may be levied against said premises insurance premiums, repairs, and all other charges and expenses agreed to be paid by the Mortgagor SECOND To the payment of said note in the manner set forth in said note

TO PROTECT THE SECURITY THEREOF, MORTGAGOR COVENANTS AND AGREES: (1) To keep said premises insured against fire and such other casualties as the Mortgagee may specify, up to the full value of all improvements for the protection of Mortgagee in such manner, in such amounts, and in such companies as mortgagee may from time to time approve and to keep the policies therefor properly endorsed on deposit with Mortgagee, and that loss proceeds (less expenses of collection) shall, at Mortgagee's option, be applied on said indebtedness, whether due or not or to the restoration of said improvements. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee who may make proof of loss if not made promptly by Mortgagor and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of Mortgagor. (2) To pay all taxes and special assessments of any kind that have been or may be levied upon said premises. (3) To keep said premises free from all prior liens except the existing first mortgage, if any (4) To pay when due any prior lien or Mortgage on the premises and, notwithstanding any right or option granted by any prior lien or the [illegible] lienholder to permit the principal balance of such prior lien to increase, not to permit the principal balance of such prior lien to increase above the balance existing thereon at the time of the making of this Mortgage until this Mortgage shall have been paid in full (5) In the event of default by Mortgagor under Paragraphs (1), (2), (3) or (4) above, Mortgagee at its option whether electing to declare the whole indebtedness [illegible] hereby due and collectible or not), may (a) effect the insurance above provided for any pay the reasonable premiums and charges therefor (b) pay all said taxes and assessments without determining the validity thereof and (c) pay such liens and all such disbursements, with interest thereon from the time of payment at the highest rate allowed by law and such disbursements shall be deemed a part of the indebtedness secured by this Mortgage and shall be immediately due and payable by Mortgagor to Mortgagee (6) To keep the premises in good condition and repair not to commit or suffer any waste or any use of said premises contrary to restrictions of record or contrary to laws, ordinances or regulations of proper public authority and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises [illegible] remove or demolish any building thereon, to complete within One Hundred Eighty (180) days or restore promptly and in a good and workmanlike manner any building which may be constructed, damaged [illegible] thereon and to pay, when due, all claims for labor performed and material furnished therefor (7) That the time of payment of the indebtedness hereby secured, or of any portion thereof may be extended [illegible] and any portions of the premises herein described may, without notice be released from the lien hereof, without releasing or affecting the personal liability of any person or corporation for the payment [illegible] indebtedness or the lien of this instrument upon the remainder of said premises for the full amount of said indebtedness then remaining unpaid and no change in the ownership of said premises shall [illegible] or otherwise affect any such personal liability on the lien hereby created

IT IS MUTUALLY AGREED THAT (1) if the Mortgagor shall fail to pay said Promissory Note, or upon default in performance of any agreement hereunder, then all sums owing by the Mortgagor to the Mortgagee [illegible] this Mortgage or under the Promissory Note secured hereby shall immediately become due and payable at the option of the Mortgagee on the application of the Mortgagee or assignee or any other person [illegible] be entitled to the monies due thereon, and after any one of said events this mortgage will 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 and with or without first taking possession, after giving twenty one days notice by publishing once a week for three consecutive weeks [illegible] 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 [illegible] including, if the amount financed was more than $300.00, a reasonable attorney's fee not to exceed 15% of the unpaid balance. Second, to the payment of any amounts that may have been expended or that [illegible] then be necessary to expend, in paying insurance, taxes or other incumbrances, with interest thereon. Third, to the payment of the then balance 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 said Mortgagor (2) Mortgagor agrees [illegible] the hereinabove described premises to the Purchaser at the aforesaid sale, immediately after such sale (3) in the event said premises are sold to Mortgagee Mortgagor [illegible] deficiency remaining after sale of the premises, and application of the proceeds of said sale to the indebtedness secured and to the expenses of conducting said sale (4) At any time and from time to time [illegible] affecting the liability of any person for the payment of the indebtedness secured hereby and without releasing the interest of any party joining in this Mortgage may (a) consent to the making of any map [illegible] property (b) join in the granting any easement or creating any restriction thereon (c) join in any subordination or other agreement affecting this Mortgage or the lien or charge thereof (d) grant any [illegible] modification of the terms of this loan, (e) release without warranty, all or any part of said property Mortgagor agrees to pay a reasonable fee to Mortgage for any of the services mentioned in this paragraph [illegible] said property or any part thereof be taken or damaged by reason of any public improvements or condemnation proceeding, or damaged by fire or earthquake or in any other manner Mortgagee shall [illegible] all compensation, awards, and other payments or relief therefor All such compensation, awards, damages, rights of action and proceeds are hereby assigned to Mortgagee who may after deducting [illegible] expenses, including attorney's fees, as provided for on the reverse side, apply the same as provided above for insurance less proceeds (6) Mortgagee shall be subrogated [illegible] encumbrances, liens or charges paid and discharged from the proceeds of the loan hereby secured (7) Whenever, by the terms of this instrument or of said Promissory Note, Mortgagee is given [illegible] option may be exercised when the right accrues or at any time thereafter, and no acceptance by Mortgagee of payment of indebtedness in default shall constitute a waiver of any default then existing and [illegible] or thereafter accruing (8) If Mortgagor shall pay said note at the time in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein [illegible] be null and void and Mortgagee will, within the statutory period after written demand therefor by Mortgagor, execute a release or satisfaction of this Mortgage (9) Notwithstanding anything in this Mortgage [illegible] Promissory Note secured hereby to the contrary, neither this Mortgage nor said Promissory Note shall be deemed to impose on the Mortgagor any obligation of payment, except to the extent that [illegible] legally enforceable, and any provision to the contrary shall be of no force or effect (10) Except as provided to the contrary herein, all Mortgagors shall be jointly and severally liable for fulfillment of [illegible] agreements herein contained (11) If any of the undersigned is a married person, he represents and warrants that this instrument has been executed in his behalf and for his sole and separate use and benefit [illegible] that he has not executed the same as surety for another, but that he is the Borrower hereunder (12) With respect to the real property conveyed by this Mortgage each of us, whether Principal, Surety, Guarantor, Endorser, or other party hereto, hereby waives and renounces, each for himself and family, any and all homestead or exemption rights except as to garnishment either of us have under or by virtue of the Constitution or Laws of any State, or of the United States, as against this debt or any renewal thereof

IN WITNESS WHEREOF the Mortgagors, have hereunto setS THEIR signature S and seal, this 9TH day of MARCH 19 99

Signed, Sealed and Delivered in the presence of

Grandi Howard
Witness

Grandi Howard
Witness

Steven D Hudgins (SEAL)
STEVEN D HUDGINS Mortgagor-Borrower

Lynn Hudgins (SEAL)
LYNN HUDGINS Mortgagor-Borrower

THE STATE OF ALABAMA
County

I, MARGARET L HAWKINS, a Notary Public in and for said County, in said State, hereby certify that STEVEN D HUDGINS and LYNN HUDGINS whose name S 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 9TH day of MARCH, 19 99

Margaret L Hawkins
Notary Public

[illegible] ALABAMA AT LARGE [illegible]

01-0555 (Rev 3-98) AL

ORIGINAL