

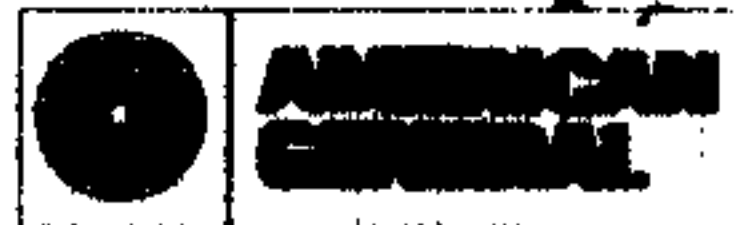
American General Finance, Inc.

A Subsidiary of American General Corporation

STATE OF ALABAMA

SHELBY

COUNTY)



FIRST MORTGAGE

THIS INDENTURE made on FEBRUARY, 8 2000 between OCTAVIA ALEXANDER AKA
(hereinafter, whether one or more, referred to as "Mortgagor"), and American General Finance, Inc., OCTAVIA ALEXANDER THOMAS

WITNESSETH

WHEREAS, the said OCTAVIA ALEXANDER, A SINGLE WOMAN (is) (are) justly indebted to Mortgagee as evidenced by a note of even date herewith in the principal amount of \$ 10193.56 together with interest and other allowable charges is \$ 15946.56 payable in monthly installments, the last of which installments shall be due and payable on FEBRUARY 8, 2007 (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 American General Finance, Inc., its successors and assigns, the following described real estate, situated in SHELBY County, Alabama, to wit

FROM THE NORTHWEST CORNER OF THE SE 1/4 OF THE SW 1/4 OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 3 WEST, RUN EASTERLY ALONG THE NORTH BOUNDARYLINE OF THE SAID SE 1/4 OF TH SW 1/4 OF SECTION 14, TOWNSHIP 20 S. RANGE 3 WEST, FOR 759.03 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUE EASTERLY ALONG THE NORTH BOUNDARY LINE OF THE SE 1/4 OF THE SW 1/4 OF SECTION 14, TOWNSHIP 20 S. RANGE 3 WEST FOR 84.01 FEET; THENCE TURN AN ANGLE OF 82 DEGREES, 51 MINUTES TO THE RIGHT AND RUN SOUTHEASTERLY FOR 243.04 FEET; THENCE TURN AN ANGLE OF 102 DEGREES, 54 MINUTES, 20 SECONDS TO THE RIGHT AND RUN NORTHWESTERLY FOR 87.14 FEET; THENCE TURN AN ANGLE OF 77 DEGREES, 28 MINUTES, 40 SECONDS TO THE RIGHT AND RUN NORTHWESTERLY 233.97 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.
THIS LAND BEING A PART OF THE SE 1/4 OF THE SW 1/4 OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 3 WEST AND BEING 0.479 ACRES, MORE OR LESS.

Inst # 2000-03937

02/07/2000-03937

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SHELBY COUNTY JUDGE OF PROBATE

003 MMS 28.80

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, 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 costs 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 to 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 past 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 property legal proceeding being commenced for the foreclosure of this Mortgage be entitled, as 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

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 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 in case of past due mortgages; 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 the 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 waives all right of homestead exemption in the property and relinquishes all rights of courtesy and dower in this property

Plural or singular words used herein to designate the undersigned shall be construed to refer to 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

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:

Quinto Evans

Octavia Alexander (SEAL)
OCTAVIA ALEXANDER
(SEAL)

STATE OF ALABAMA
SHSLEY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Octavia Alexander whose name(s) (is) (are) signed to the foregoing conveyance, and who (re) (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 3rd day of Feb 2000

Joe E Fry
Notary Public

NOTARY PUBLIC
MY COMMISSION EXPIRES ON 12-31-01
BONDED THIRD NOTARY PUBLIC UNDERWRITERS

(AFFIX SEAL)

This instrument was prepared by:

QUINTO EVANS

NAME **APPROX**

STATE OF ALABAMA
COUNTY OF SHELBY

BEFORE ME, the undersigned authority, personally appeared this day, OCTAVIA THOMAS, well known to me and known to me to be the person(s) described herein and who being by me first duly sworn, deposes and says:

That Octavia Thomas is one and the same person as Octavia Alexander Thomas
 _____, who is record title holder of property known as
 _____. This affidavit is made with the express knowledge and understanding that it will be relied
 upon by American General Finance (lender) by any subsequent purchaser of said loan deed and the note secured
 thereby, by the Attorney certifying title to said property, and by title insurance companies insuring title to said property.

Chauia Thomas

STATE OF ALABAMA
COUNTY OF Jefferson

Sworn to and subscribed before me
this 3rd day of Feb, 2000.


Notary Public

My Commission Expires: **NOTARY PUBLIC STATE OF ALABAMA ATTORNEY**
MY COMMISSION EXPIRES: Nov 17, 2003
BONDED THREE NOTARY PUBLIC UNDERWRITERS

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02:33 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MMS 28.80