

MORTGAGE

THIS MORTGAGE is made on May 11, 2000, between the Grantor Mark A. Haas and wife, Kristyn D. Haas, aka Kristyn Kier Haas (herein "Borrower"), and the Mortgagee, Pinkertoh Financial Corporation, a corporation organized and existing under the laws of Alabama, whose address is 2090 Columbiana Road, Suite 2000, Birmingham, AL 35216, (herein "Lender")

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$3,200.00, which indebtedness is evidenced by Borrower's note dated this date and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not paid sooner, due and payable on May 11, 2005.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby grant and convey to Lender and Lender's successors and assigns with power of sale, the following described property located in the County of Shelby, State of Alabama:

Lot B4, according to the Survey of The Meadows, Plat 2, as recorded in Map Book 20, page 26, in the Private Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

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which has the address of 199 Jasmine Drive, Alabaster, AL 35007 ("Property Address").

[Street]
[City]

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Upon acceleration under paragraph 17 or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents including, but not limited to, receiver's fees, premiums or receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void and Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead, Dower and Curtesy. Borrower hereby waives all rights of homestead exemption in the Property and relinquishes all rights of dower and curtesy in the Property.

REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage

Signed, sealed and delivered in the presence of:

Mark A. Haas

(Seal)
Borrower

Kristyn D. Haas aka Kristyn Keli Haas

(Seal)
Borrower

STATE OF ALABAMA, JEFFERSON County ss:

On May 11, 2000, I, Alan C. Keith, a Notary Public in and for said county and in said state, hereby certify that Mark A. Haas and wife Kristyn D. Haas aka Kristyn Keli Haas, who names are signed to the foregoing conveyance, and who are known to me, acknowledged before me that, being informed of the contents of the conveyance, FIELD(24) executed the same voluntarily and as their act on the day the same bears date. Given under my hand and seal of office on May 11, 2000.

My Commission expires: April 6, 2004

Notary Public

This instrument was prepared by:

Alan C. Keith
3525 Loma Ridge Drive
Suite 100
Birmingham, Alabama 35216

[Space Below This Line Reserved for Lender and Recorder]

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