

SAID MORTGAGE IS BEING RE-RECORDED FOR THE
PURPOSE OF CORRECTING THE CITY WHERE THE
SHELBY COUNTY COURTHOUSE IS LOCATED AND DELETING

SECOND MORTGAGE

THE FHA TAX-EXEMPT FINANCING RIDER.

STATE OF ALABAMA
COUNTY OF SHELBY

WHEREAS, LARRY W. PARMLEY JR AN UNMARRIED MAN

("Mortgagor") is/are justly indebted to New South Federal Savings Bank ("Mortgagee") in the principal sum of Two thousand 00/00 Dollars (\$ 2,000.00) at zero percent interest, as evidence by the Promissory note executed by Mortgagor(s) under even date herewith, and payable under the terms as provided in said Note.

NOW, to secure the prompt of said note, Mortgagor(s) for and in consideration of the premises, and the sum of Five Dollars to the undersigned in hand paid by the said Mortgagee this day, the receipt of which is hereby acknowledged, do/does hereby Grant, Bargain, Sell and Convey to the said Mortgagee the following described real estate lying and situated in SHELBY County, Alabama, to wit:

This Mortgage is second and subordinate to the certain first mortgage of even date herewith executed by the Mortgagor herein in favor of New South Federal Savings Bank ("Mortgagee"). The term hereof shall run concurrent with the term of the above referenced first mortgage.

And said Mortgagor(s) do hereby covenant with the said Mortgagee that Mortgagor(s) are lawfully seized in fee of said premises; that they are free of and from all encumbrances except as noted above and the Mortgagor(s) will warrant and defend the same against the lawful claims and demands of all persons.

If Mortgagor(s) shall well and truly pay, or cause to be paid, said Note, when due, then this conveyance shall become null and void. Should Mortgagor(s) fail to pay and Note when due, Mortgagee is authorized and empowered to sell said property at auction for cash at the SHELBY County Courthouse door in the City of BIRMINGHAM, Alabama, first having given notice thereof as required by law, and execute proper conveyance to the purchaser.

EXHIBIT A ATTACHED

This second mortgage shall not be assumable.

CAUTION: It is important that you thoroughly read the contract before you sign it.

IN WITNESS WHEREOF, Mortgagor(s) have hereunto set their hands and official seals this 22ND day of MAY, 2000.

BORROWER(S):

LARRY W. PARMLEY JR

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, THE UNDERSIGNED, a Notary Public in and for said State hereby certify that LARRY W. PARMLEY, JR. whose name(s) are signed to the foregoing mortgage, and who known to me, acknowledge before me on this day that being informed of the contents of this mortgage, HE executed the same volutarily on the day the same bears date.

Given under my hand this 22ND day of MAY, 2000.

(Seal)

Notary Public

My Commission expires 3/3/2004

106

Revised 9/96

09/22/2000-33488
10:57 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

002 HMB 12.00

Inst # 2000-20373

Inst # 2000-33488

06/19/2000-20373
10:56 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
003 HMB



EXHIBIT "A" LEGAL DESCRIPTION

Lot B, Block 12, according to a resurvey of Lots A, B, C, and D, Block 12, Riverwood, 7th Sector, said resurvey recorded in Map Book 10, page 81, in the Probate Office of Shelby County, Alabama, together with an undivided interest in the common areas as set forth in Declaration recorded in Misc. Volume 39, page 880, in said Probate Office.

Inst # 2000-33488

09/22/2000-33488

10:57 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 NMB 12.00

A handwritten signature in black ink, appearing to be a stylized 'Z' or 'J' followed by a flourish.