

FIRST INDIANA BANK Open End Credit
REAL ESTATE MORTGAGE

68-349479

CONSIDERATION AND GRANT OF MORTGAGEMORTGAGE DATE *November 9, 2000*

The mortgage is made on the date noted above between the parties listed below. Under this mortgage and related Home Equity Loan Account Contract ("Account"), Mortgage is obligated to make advances on a continuing basis, for ten (10) years, up to the principal amount shown below (Mortgagor's Credit Limit), consistent with the terms of the Account. Any party interested in the details related to Mortgagee's continuing continued advances to Mortgagor(s) under Mortgagor(s) Account, Mortgagor(s) mortgages and warrants to the Mortgagee, its successors and assigns, forever, the land and property located and described as noted below, together with all interest in the property or right, privilege or improvement belonging or passable with the property, easements and rights of way of the property and buildings and fixtures.

PROPERTY DESCRIPTION

*LOT 84, ACCORDING TO THE SURVEY OF ST CHARLES PLACE,
 PHASE 2, SECTOR 6, AS RECORDED IN MAP BOOK 21, PAGE 77,
 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.*

Borrower Mailing Address:

723 CLAIBORNE ST HELENA, AL 35080

MORTGAGOR(S)		MORTGAGEE	
NAME(S) <i>MICHAEL TODD NEFF</i> , unmarried,		NAME(S) First Indiana Bank	
ADDRESS <i>723 CLAIBORNE ST</i>		ADDRESS 135 N. Pennsylvania	
CITY <i>HELENA</i>		CITY Indianapolis	
COUNTY <i>SHELBY</i>	STATE <i>AL</i>	COUNTY Marion	STATE Indiana

PRINCIPAL AMOUNT

Twenty Four Thousand Two Hundred Fifty and 00/100 \$ *24250.00*

COLLATERAL FOR ACCOUNT. This Mortgage is given to secure the agreements specified in this Mortgage as well as the Account Contract between Mortgagor(s) and Mortgagee which this Mortgage secures.

PAYMENT. The Mortgagor(s) will pay all indebtedness secured by this Mortgage according to the terms of the Contract between Mortgagor(s) and Mortgagee which is secured by this Mortgage.

COLLATERAL PROTECTION. The Mortgagor(s) will keep all of the property mortgaged in good repair, and will keep it insured for Mortgagee's protection with an insurer of the Mortgagor's choice. The Mortgagor(s) will pay all taxes, assessments and other charges when they are due.



Inst # 2000-39999

11/17/2000-39999
 02:25 PM CERTIFIED
 SHELBY COUNTY JUDGE OF PROBATE
 002 CJ1 50.45

PAYMENT OF SUPERIOR INTERESTS. The Mortgagor(s) will pay all mortgage indebtedness to which this Mortgage is secondary, according to the terms of such other obligation(s), and in no way will cause such other indebtedness to be declared in default.

FORECLOSURE COSTS. Mortgagor(s) agree to pay, and this Mortgage shall secure, the payment of all costs of foreclosure, including, but not limited to, reasonable attorney fees, costs of abstract, title insurance, court and advertising costs.

POWER OF SALE. The Mortgagor(s) grant to Mortgagee a power of sale, including any statutory procedure for foreclosure of a mortgage by advertisement, which Mortgagee may use directly or indirectly to sell the mortgaged property if the Mortgagor(s) default on the payment of any indebtedness secured by this Mortgage or commit any other act or omission as specified in the Account Contract which is secured by this Mortgage under the provision entitled Account Termination and Acceleration of Amounts Due. The Mortgagor(s) hereby waive and release all rights under any homestead or exemption law that might otherwise affect the real estate being mortgaged hereunder.

PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

SIGNATURES - MORTGAGOR(S)/WITNESSES

Signed and sealed by Mortgagor(s):

X
Mortgagor's Signature MICHAEL TODD NEFF

X
Mortgagor's Signature _____

X
Mortgagor's Signature _____

X
Mortgagor's Signature _____

Signed and delivered in the presence of:

X
Witness' Signature _____

X
Witness' Signature _____

NOTARIZATION

On the Mortgage Date shown above, the name Mortgagor(s) personally appeared before me and acknowledged that the execution of the Mortgage was his, her, or their free act and deed.

State of AL ss. Date: 11/09/00
County of SHELBY

My Commission Expires 3/2/2004
Account # 8768349479

Date 11/09/00
Notary Public's Signature X [Signature]
Notary's Name Stephen D Keith
Shelby County, AL

Drafted by: FIRST INDIANA BANK
Address: 35 N. PENNSYLVANIA STREET
City & State: INDIANAPOLIS, IN. 46204
PREPARED BY: JENNIFER RIDDLE

When Recorded Return To:
First Indiana Bank
P.O. Box 441159
Indianapolis, IN 46244-1159

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