

ACCOUNT # 730494

BRANCH AT-047 BIRMINGHAM WEST

This instrument was prepared by ERTC MCGOWAN

(Name) WASHINGTON MUTUAL FINANCE, LLC

(Address) 7070 ARONOV DRIVE SUITE M
FAIRFIELD, ALABAMA 35064

REAL ESTATE MORTGAGE

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas, MICHAEL L. MC MANUS AND BRENDA C. MC MANUS

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to WASHINGTON MUTUAL FINANCE, LLC

(hereinafter called "Mortgagee", whether one or more), in the principal sum of FOURTEEN THOUSAND TWO HUNDRED NINETY-SEVEN & 39/100
Dollars (\$ 14,297.39), evidenced by a certain promissory note of even date, with a scheduled maturity date
of APRIL 02, 2008

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof. NOW
THEREFORE, in consideration of the premises, said Mortgagors, and all others executing this mortgage, do hereby grant, bargain, sell and convey
unto the Mortgagee the following described real estate, situated in SHELBY County, State of Alabama, to-wit:

A parcel of land in the Southwest 1/4 of the Southwest 1/4 of Section 24, Township 21 South, Range 1 West, Shelby
County, Alabama, described as follows:

Commence at the Southwest corner of Section 24, Township 21 South, Range 1, West; thence run Easterly along the
South line thereof 1319.97 feet; thence 90 degrees 47 minutes left run Northerly 135.00 feet; thence 89 degrees 13
minutes left run Westerly 500.07 feet to the point of beginning; thence continue along the last described course 199.99
feet to the Easterly right of way of Thompson Street; thence 83 degrees 58 minutes right run Northerly along said right
of way 100.65 feet; thence 97 degrees 27 minutes 54 seconds right run Northerly along said right of way 100.65 feet;
thence 97 degrees 27 minutes 54 seconds right run Easterly 200.08 feet; thence 82 degrees 32 minutes 06 seconds
right run Southerly 95.51 feet to the point of beginning; being situated in Shelby County, Alabama.

**BEING THE SAME PROPERTY CONVEYED IN Warranty Deed from Freddie L. Moody and wife, Dell E. Moody to
Michael L. McManus and wife, Brenda C. McManus, as joint tenants with right of survivorship dated
11/15/1996, recorded 11/15/1996, in Book 1996, Page 37907, in the Office of the Judge of Probate for Shelby
County, Alabama.**

Being all or a portion of the real estate conveyed to Mortgagors by FREDDIE L. MOODY AND WIFE, DELL E. MOODY
by a WARRANTY Deed dated 11/15/1996, and recorded in the JUDGE OF PROBATE
Office of SHELBY County, Alabama, in BOOK 1996, PAGE 37907

Said premises is warranted free from all encumbrances and against any adverse claims, except stated above or as follows:

USDA-RURAL HOUSING SERVICE

Inst # 2001-11132

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee, Mortgagee's successors and assigns forever, and for the purpose of further securing the payment of said indebtedness, the undersigned agree to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of the same, the said Mortgagee may at Mortgagee's option pay off the same, and to further secure said indebtedness, Mortgagors agree to the extent not prohibited by law, to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and promptly deliver said policies, or renewal of said policies to said Mortgagee; and if undersigned fail to keep said premises insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said premises for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and to the extent not prohibited by law bear interest at the lawful rate from date of payment by said Mortgagee, or assigns, and be at once due and payable. In the event of any casualty loss, Mortgagors direct any Insurer to pay holder directly to the extent of holder's interest and appoints holder as attorney in fact to endorse any draft, to the extent not prohibited by law.

Upon condition, however, that if said Mortgagors pay said indebtedness, and reimburse said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said premises become endangered by reason of the enforcement of any lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured less any required refunds shall at once become due and payable, without notice and demand, and this mortgage shall 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 successive weeks, the time, place, and terms of sale, together with a description of the premises, by publication in some newspaper published in the County or Counties in Alabama in which the aforesaid real estate is situated and to sell the same, free of exemptions, 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 Counties, (or the division thereof) where said premises is located, 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 reasonable attorney's fees as permitted by law and provided for herein; Second, to the payment of any amounts that may have been expended, or that it may be necessary to expend, in paying insurance, taxes, assessments, or other encumbrances, with interest thereon; Third, to the payment 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 the sale; Fourth, the balance, if any, to be turned over to the said Mortgagors and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said premises, if the highest bidder therefor; and the undersigned further agree where the amount financed exceeds \$300.00, to pay to Mortgagee or assigns reasonable attorney's fees not exceeding 15% of the unpaid debt after default and referral to an attorney not a salaried employee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

Mortgagors hereby waive as to the indebtedness secured hereby and to any renewals and extensions thereof, all rights of exemption, including homestead, under the Constitution and laws of Alabama and of any other state as to the premises, and all statutory provisions and requirements for the benefit of Mortgagors now or hereafter in force (to the extent the same may be lawfully waived).

Any part of this instrument contrary to applicable law shall not invalidate the other parts of this agreement.

IN WITNESS WHEREOF the undersigned MICHAEL L. MCMANUS AND WIFE, BRENDA C. MCMANUS

have hereunto set their signature^S and seal, this 23RD day of MARCH 2001

[CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.]

IMPORTANT
Signature must be the same as the name typed on the face of this instrument and below the signature lines.

Signature: Michael L. McManus
Type Name Here: MICHAEL L. MCMANUS
Signature: Brenda C. McManus
Type Name Here: BRENDA C. MCMANUS

THE STATE OF ALABAMA
COUNTY SHELBY

I, BRANDON J. REISMAN, a Notary Public in and for said County, in said State, hereby certify that THE MCMANUS' 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23RD day of MARCH 2001
My commissions expires: 03/27/2001 Brandon J. Reisman Notary Public

THE STATE OF
COUNTY

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____ Inst # 2001-11132 a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of such conveyance he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this _____ day of 03/27/2001-11132
My commissions expires: _____ 07:53 AM CERTIFIED Notary Public