

146028-88

Return To: Associated Credit Union
6789 Peachtree Industrial Boulevard
Atlanta, Georgia 30360

Deed to Secure Debt

State of Georgia

Dekalb County

THIS INDENTURE, Made this 14TH day of AUGUST 2001, between

LAVERN J. THIELMAN AND CAROL M. THIELMAN, HUSBAND AND WIFE, as joint tenants with right of survivorship.

of [REDACTED]
(herein after called the "Borrower"), and

Associated Credit Union
6789 Peachtree Industrial Boulevard
Atlanta, Georgia 30360

of Dekalb County, State of Georgia
(hereinafter called the "Lender"),

WITNESSETH: Borrower is indebted to Lender in the sum of

TWENTY FIVE THOUSAND THREE HUNDRED EIGHTY ONE AND 40/100's Dollars

\$25,381.40 Dollars

evidenced by principal note signed by Borrower, dated this day,
payable to Lender or order.

As security for payment of said indebtedness Borrower hereby grants, bargains, sells and conveys unto the Lender all that tract or parcel of land lying and being in Land Lot 351, ACCORDING TO THE SURVEY OF WEATHERLY, WIXFORD MOOR, SECTOR 24, AS RECORDED IN MAP BOOK 20 PAGE 144 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA..

* this property is being filed for additional collateral only.

Maturity Date: AUGUST 27, 2006.

Inst # 2001-48894

11/13/2001-48894
11:56 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
19.00
003 MEL

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof (together with heating, plumbing, lighting, water-heating, refrigerating, and air-conditioning fixtures, screens, awnings, flowers, and shrubs now or hereafter placed in said premises, all of which are hereby declared to be a part of said realty) to the use, benefit and behoof of the Lender, forever in FEE SIMPLE.

The Borrower warrants and will forever defend the right and title of the above described property unto the Lender against the unlawful claims of all persons whomsoever.

This instrument is a deed passing title pursuant to the laws of the State of Georgia governing loan or security deeds and is not a mortgage; and is made and intended to secure the payment of said indebtedness, or any renewal thereof, and interest thereon.

It is agreed that the Lender shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of this loan.

The Borrower agrees to pay all taxes, liens, assessments and charges of every character that may lawfully accrue or be assessed against said property; to keep the improvements on said premises insured against fire loss in the amount of said loan, and against wind loss for half that amount, in an insurance company or companies acceptable to the Lender with loss, if any, payable to the Lender; to deposit with the Lender policies with standard mortgagee clause without contribution evidencing such insurance; to keep said premises and all improvements thereon in first-class condition and repair.

The Borrower hereby agrees that should he fail to pay as the same matures any tax, assessment, lien or charge that may lawfully accrue against said property, or should fail to maintain the insurance as herein provided for, or should fail on ten (10) days' written notice from the Lender to repair the premises in a reasonable time, then and in any of said events the entire unpaid balance of the indebtedness secured hereby shall after thirty (30) days from the happening of any of said events, become due and collectible at the option of the holder, and the right of action thereon shall then exist.

The Borrower agrees that should he default in complying with the terms of the note or notes secured hereby authorizing acceleration, then the entire unpaid balance of the indebtedness secured hereby shall at once become due and collectible at the option of the holder and the right of action thereon shall at once exist.

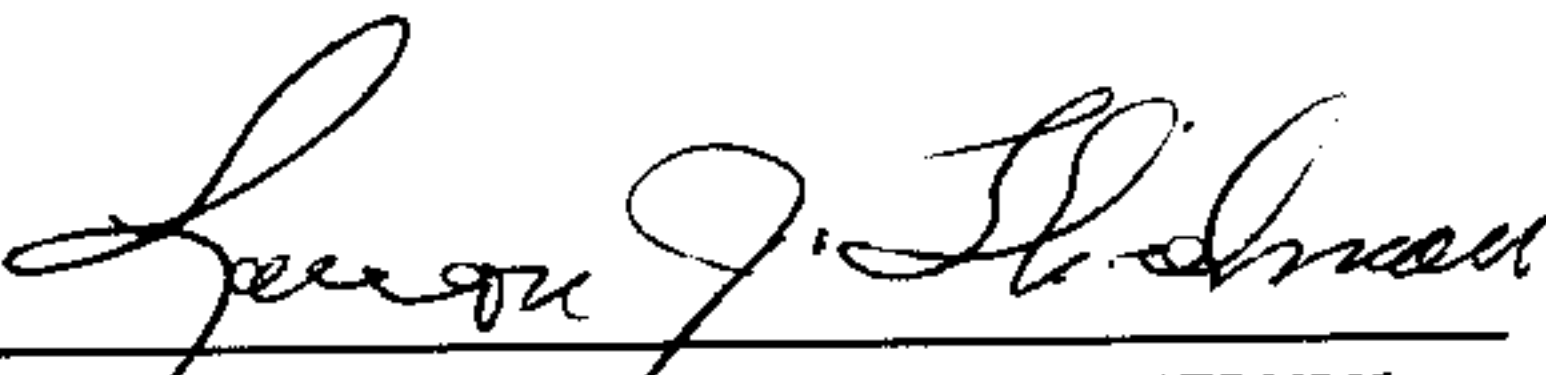
In the event of any such default by the Borrower in paying such taxes or assessments, providing such insurance or making such repairs, then the Lender may at its option pay such taxes or assessments, or procure such insurance, or make such repairs, and all payments of the Lender in connection therewith shall be secured by this deed, and shall bear Eight (8%) per cent interest per annum from the time of payment by the Lender until repayment by the Borrower to the Lender.

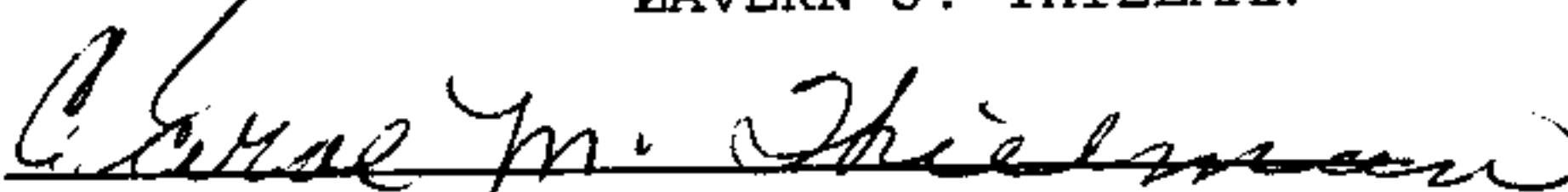
If said indebtedness be not paid when due, whether by acceleration or otherwise, the Lender may enter upon said premises, take possession, and collect the rents and profits thereof; and may sell as a whole, or any parcel thereof separately, at public sale or sales, before the Court House door in the County in which the property is situated, to the highest bidder for cash, first giving notice of the time, place and terms of such sale or sales by advertisement once a week for four weeks in the paper in which the Sheriff of the County wherein said land lies publishes his advertisements. This power shall not be exhausted until said indebtedness has been satisfied. The Lender may bid and/or purchase at such sale; and may execute and deliver to the purchaser or purchasers at such sale a sufficient conveyance of said property in fee simple with full warranties of title. The Borrower hereby constitutes and appoints the Lender his agent and attorney in fact to make such sale and conveyance, thereby divesting the Borrower of all right, title or equity that he or they have in and to said property and vesting the same in the purchaser or purchasers at such sale or sales, and all of the acts and doings of said attorney in fact are hereby ratified and confirmed, and any recitals in said conveyance as to facts essential to a valid sale shall be binding on said Borrower.

Time is of the essence of this instrument.

The words "Borrower" and "Lender" whenever used herein shall include their respective heirs, representatives, successors and assigns, and those claiming under either of them.

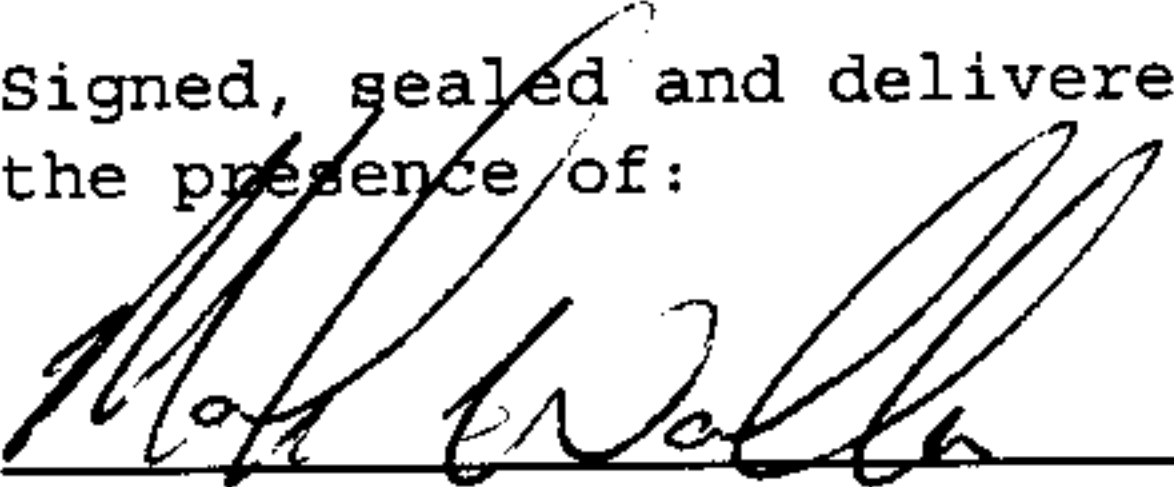
In Witness Whereof, the Borrower has hereunto set his hand and affixed his seal, the day and year first above written.



LAVERN J. THIELMAN


CAROL M. THIELMAN

Signed, sealed and delivered in
the presence of:



Witness

Notary Public

Inst # 2001-48894

11/13/2001-48894
08:56 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MEL 19.00