



ACCOUNT # 00860219

BRANCH AL046

This instrument was prepared by

(Name) JASON P JONES

(Address) 9460 PARKWAY EAST

BIRMINGHAM AL 35215-0000

REAL ESTATE MORTGAGE

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS:

That Whereas, STEPHEN PAUL DAVIS & BREND MAJORS D AVIS, husband and wife

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to Washington Mutual Finance, LLC, a Delaware limited liability company

hereinafter called "Mortgagee"), in the principal sum of FORTY-THREE THOUSAND TWO HUNDRED FORTY-FOUR DOLLARS AND SEVENTY-EIGHT CENTS

Dollars (\$ 43244.78), evidenced by a certain promissory note of even date, with a scheduled maturity date of 08-18-2013

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:

SEE EXHIBIT A

Being all or a portion of the real estate conveyed to Mortgagors by WASHINGTON MUTUAL FINANCE L.L.C. by a Deed dated _____, and recorded in Deed Book _____, Page 0 in the office of the County Clerk of SHELBY County, Alabama.

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

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 dam-

age 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 STEPHEN PAUL DAVIS BRENDA MAJORS DAVIS

have hereunto set his/her/their signature(s) and seal, on this day of 08-12-2003

[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: *Stephen Paul Davis*
Type Name Here: STEPHEN PAUL DAVIS

Signature: *Brenda Majors Davis*
Type Name Here: BRENDA MAJORS DAVIS

STATE OF ALABAMA
County Of JEFFERSON ss.

Before me, a Notary Public in and for said County and State, on 08-12-2003 personally appeared STEPHEN PAUL DAVIS BRENDA MAJORS DAVIS

to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal, the day and year above set forth.
My commission expires _____
PHYLLIS T. STEWART
Notary Public, Alabama State at Large
My Commission Expires December 11, 2004
Phyllis T. Stewart
Notary Public

STATE OF ALABAMA
County Of JEFFERSON ss.

Before me, a Notary Public in and for said County and State, on 08-12-2003 personally appeared STEPHEN PAUL DAVIS BRENDA MAJORS DAVIS

to me known to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledge to me that he/she/they executed the same as his/her/their free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal, the day and year above set forth.
My commission expires _____

Notary Public

EXHIBIT A

Re: Davis

Shelby County

Commence at the Southeast corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 17, Township 21 South, Range 3 West, Shelby County, Alabama, and run thence South $89^{\circ}51'50''$ West along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ a distance of 547.35 feet to a point; thence run North $2^{\circ}36'11''$ West a distance of 350.00 feet to a set rebar corner and the point of beginning of the property being described; thence continue last described course a distance of 155.00 feet to a set rebar corner; thence run South $77^{\circ}23'49''$ West a distance of 120.00 feet to a set rebar corner; thence run South $2^{\circ}36'11''$ East a distance of 155.00 feet to a set rebar corner; thence run North $77^{\circ}23'49''$ East a distance of 120.00 feet to the point of beginning.

ALSO:

A 15.0 foot wide easement for access to this property the centerline of which is described as follows: Commence at the Southeast corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 17, Township 21 South, Range 3 West, Shelby County, Alabama, and run thence South $89^{\circ}51'50''$ West along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ a distance of 547.35 feet to a point; thence run North $2^{\circ}36'11''$ West a distance of 350.00 feet to a set rebar corner; thence continue last described course a distance of 135.00 feet to a point; thence run North $87^{\circ}23'49''$ East a distance of 10.0 feet to the point of beginning on the centerline of the easement being described; thence run North $2^{\circ}36'11''$ West a distance of 216.12 feet to the intersection of said centerline with the Southerly right of way line of Shelby County Highway #260 and the end of said easement.