

AMERICAN  
GENERAL  
FINANCIAL SERVICES

STATE OF ALABAMA  
SHELBY COUNTY)

FIRST MORTGAGE

THIS INDENTURE made on FEBRUARY 20TH, 2004, between YEVELLE L TRUSSEL & THOMAS MILES TRUSSELL (hereinafter, whether one or more, referred to as "Mortgagor"), and American General Financial Services of Alabama, Inc.,

WITNESSETH:

WHEREAS, the said YEVELLE L TRUSSELL & THOMAS MILES TRUSSELL (is) (are) justly indebted to Mortgagee as evidenced by a note of even date herewith in the principal amount of \$ 89,279.00 together with interest and other allowable charges is \$ 224,726.40, payable in monthly installments, the last of which installments shall be due and payable on FEBRUARY 20TH 2034 (the "Loan").

NOW, THEREFORE, the undersigned Mortgagor (whether one or more) in consideration of the premises and to secure the payment of the Loan and compliance with all the stipulations herein contained, does hereby grant, bargain, sell and convey unto American General Financial Services of Alabama, Inc., its successors and assigns, the following described real estate, situated in SHELBY County, Alabama, to wit:

LEGAL DESCRIPTION

FROM THE NE CORNER OF SECTION 11, TOWNSHIP 24 NORTH, RANGE 15 EAST, RUN SOUTH ALONG THE EAST BOUNDARY OF SAID SECTION 11, A DISTANCE OF 1591.70 FEET TO THE POINT OF THE BEGINNING OF HERIN DESCRIBED PARCEL OF LAND; THENCE TURN 76 DEGREES 17 MINUTES AND 20 SECONDS RIGHT AND RUN 181.36 FEET; THENCE TURN 76 DEGREES 27 MINUTES 20 SECONDS LEFT AND RUN 125.0 FEET; THENCE TURN 117 DEGREES 28 MINUTES 40 SECONDS LEFT AND RUN 198.44 FEET; THENCE TURN 62 DEGREES 21 MINUTES 20 SECONDS LEFT AND RUN 75.92 FEET TO THE POINT OF THE BEGINNING OF HEREIN DESCRIBED PARCEL OF SAID LAND. ALSO, AN EASEMENT OF 12.5 FOOT IN WIDTH LYING WEST OF AND RUNNING PARALLEL TO THE EAST BOUNDARY OF AFORE DESCRIBED PARCEL OF LAND. ACCORDING TO THE SURVEY OF SAM W HICKEY, REGISTERED LAND SURVEYOR.

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, RIGHTS, EASEMENTS, RIGHTS - OF - WAY, PROVISIONS, COVENANTS AND BUILDING SET BACK LINES OF RECORD.

ADDRESS 23 JETTE CIRCLE, SHELBY AL 35143 TAX MAP OR PARCEL ID NO. 33-1-11-0-001-019.000  
SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY

Together with all rights, privileges, tenements and appurtenances thereunto belonging or in any wise appertaining, including, but not limited to, heating, air-conditioning, lighting, plumbing and all other fixtures appertaining to said real estate, all of which shall be deemed realty and conveyed by this mortgage (said real estate and fixtures being hereinafter sometimes referred to as the "Property").

TO HAVE AND TO HOLD the Property, and every part thereof, unto Mortgagee, its successors and assigns forever; and Mortgagor covenants with Mortgagee that Mortgagor is lawfully seized in fee simple of the Property and has a good right to mortgage and convey the same; that the property is free of all encumbrances, except the lien of current ad valorem taxes, and such other encumbrances, if any, as are expressly set out above; and Mortgagor will warrant and forever defend the title to the same unto Mortgagee, its successors and assigns, against the lawful claims of all persons whomsoever.

To secure the Loan further, Mortgagor agrees (a) to pay all taxes, assessments or other liens taking priority over this mortgage, imposed legally upon the Property, and should default be made in the payment of any part thereof, Mortgagee, at its option, may pay the same; and (b) to keep the Property continuously insured in such manner and in such companies as may be satisfactory to Mortgagee, for the full insurable value thereof, with loss, if any, payable to Mortgagee, as its interest may appear. If Mortgagor fails to keep the Property so insured, Mortgagee may, at its option, so insure the Property for Mortgagee's own benefit, the proceeds from such insurance, if collected, shall be credited on the Loan, less the costs of collecting same, or, at the election of Mortgagee, may be used in repairing or reconstructing the property. All amounts so expended by Mortgagee for insurance or for the payment of taxes, assessments or any other prior liens shall become an additional debt due and at once payable to Mortgagee, without demand upon or notice to any person, shall be secured by the lien of this mortgage, and shall bear interest from date of payment by Mortgagee, and at the election of Mortgagee, and without notice to any person, Mortgagee may declare the Loan due and payable, and this mortgage may be foreclosed as hereinafter provided.

Mortgagor agrees to take good care of the Property, not to commit or permit any waste thereon, to keep the same repaired, and at all times to maintain the same in as good condition as the same now is, reasonable wear and tear excepted.

Notwithstanding any other provision of this mortgage or the note or notes evidencing the Debt, the Debt shall become immediately due and payable at the option of the Mortgagee, upon the conveyance of the Real Estate, or any part thereof or any interest therein.

Mortgagor agrees that no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured hereby shall be deemed a waiver of its right to exercise such option or declare such forfeiture, either as to any past or present default; and it is further agreed that no terms or conditions contained in this mortgage can be waived, altered or changed except in writing, signed by Mortgagor and by an executive officer of Mortgagee.

After any default hereunder, Mortgagee shall, upon bill filed or other property legal proceeding being commenced for the foreclosure of this Mortgage, be entitled, as matter of right, to the appointment by any competent court or tribunal, without notice to any party, of a receiver of the rents, issues and profits of the Property, with power to lease and control the Property, and with such other powers as may be deemed necessary.



UPON CONDITION, HOWEVER, that if Mortgagor pays the Loan and any renewals or extensions thereof, and all other indebtedness secured hereby, and reimburses Mortgagee for any amount it may have expended in payment of taxes and insurance or other liens, and interest thereon, and shall do all other acts herein agreed to be done, this conveyance shall be null and void; but should default be made in the payment of any sum expended by Mortgagee under the authority of any of the provisions hereof, or should the Loan, or any renewals or extensions thereof, or any part thereof, or any interest thereon, remain unpaid at maturity, by acceleration or otherwise, or should the interest of Mortgagee in the Property become endangered by reason of the enforcement of any prior lien or encumbrance thereon so as to endanger the Loan, or should any law, either federal or state, be passed imposing or authorizing the imposition of any specific tax upon this mortgage or the Loan, or permitting or authorizing the deduction of any such tax from the principal or interest of the Loan, or by virtue of which any tax or assessment upon the Property shall be chargeable against the owner of this mortgage, then, in any one of said events, all indebtedness hereby secured, or such portion thereof as may not at said date have been paid, with interest thereon, shall at once become due and payable at the option of the Mortgagee, and this mortgage may be foreclosed as now provided by law in case of past due mortgages; and Mortgagee shall be authorized to take possession of the Property, and after giving twenty-one days' notice by publication once a week for three consecutive weeks of the time, place and the terms of sale, in some newspaper published in the county wherein the Property is located, to sell the same in front of the Courthouse door of such County, 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 such attorney's fee as may be permitted under the terms of the note evidencing the Loan; second, to the payment of any amounts that may have been expended, or that may then be necessary to expend, in paying insurance, taxes and other encumbrances, with interest thereon; third, to the payment in full of the Loan and earned interest thereon, whether or not the same shall have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale and any unearned interest shall be returned to Mortgagor; and fourth, the balance, if any, to be turned over to Mortgagor.

Mortgagor further agrees that Mortgagee, its successors or assigns, may bid at any sale had under the terms of this mortgage and purchase the Property, if the highest bidder therefor; and the Purchaser at any such sale shall be under no obligation to see to the proper application of the purchase money.

In the event of a sale hereunder, Mortgagee, or the owner of the debt and this mortgage, or the auctioneer, shall execute to the purchaser for and in the name of Mortgagor a good and sufficient deed to the Property.

Mortgagor waives all right of homestead exemption in the property and relinquishes all rights of courtesy and dower in this property.

Plural or singular words used herein to designate the undersigned shall be construed to refer to maker or makers of this mortgage, whether one or more persons; all covenants and agreements herein made by the undersigned shall bind the heirs, personal representatives and assigns of the undersigned; and every option, right and privilege herein reserved or secured to Mortgagee shall inure to the benefit of its successors and assigns.

Each of the undersigned hereby acknowledges receipt of a completed duplicate copy of this mortgage.

IN WITNESS WHEREOF, each of the undersigned has hereunto set his or her hand and seal on the day and year first above written.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY  
READ THIS CONTRACT BEFORE YOU SIGN IT.

WITNESSES:  
D. Monks  
\_\_\_\_\_

Yvette L. Trussell (SEAL)  
Thomas Miles Trussell (SEAL)

STATE OF ALABAMA  
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that YVETTE L TRUSSELL & THOMAS MILES TRUSSELL whose name(s) (is) (are) signed to the foregoing conveyance, and who (is) (are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, (he) (she) (they) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 20TH day of FEBRUARY 2004.

[Signature]  
Notary Public

(AFFIX SEAL)

This instrument was prepared by:  
TINA MONKS

**AMERICAN  
GENERAL  
FINANCIAL SERVICES**

**ADJUSTABLE RATE RIDER**

Account Number: 27567432

This Adjustable Rate Rider is made on 02/20/04 and shall be deemed to amend and supplement that Mortgage of even date given by the undersigned (hereinafter called "Borrower") to secure Borrower's Note/Loan Agreement to AMERICAN GENERAL FINANCIAL SERVICES OF ALABAMA, INC.

(hereinafter called "Lender") of even date and covering the property set forth in said Mortgage.

**NOTE: THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND MONTHLY PAYMENT AMOUNT. INCREASES IN THE INTEREST RATE WILL RESULT IN INCREASES IN THE MONTHLY PAYMENT AMOUNT, WHILE DECREASES IN THE INTEREST RATE WILL RESULT IN DECREASES IN THE MONTHLY PAYMENT AMOUNT.**

**ADJUSTABLE RATE LOAN.** Borrower agrees that the agreed interest rate Borrower will pay may change on the Due Date of the third payment and on that same date every three (3) months thereafter ("the Change Date"). If there is no corresponding date in any given month, the Change Date will be the last day of the month. (For example, if the first Change Date is January 31, and it changes quarterly, the next Change Date will be April 30.)

Beginning on the first Change Date, the interest rate will be based on an index plus a margin. The index is the highest Prime Rate published in the The Wall Street Journal's "Money Rates" table. If this index should no longer be available, Lender will choose a comparable replacement index and will inform Borrower of the new index.

Prior to each Change Date, Lender will calculate the new agreed interest rate by taking the index as of 60 days prior to the Change Date and adding a margin of 3.50 percentage points. Lender will round the resulting figure down to the next lowest one-hundredth of one percent. Lender will then determine the new monthly payment amount necessary to repay the loan in full on the due date for the final payment.

Borrower's interest rate will never increase or decrease on any single Change Date by more than 1.00 percentage point(s) from the agreed rate of interest in effect immediately preceding the Change Date. Any rate change not implemented as a result of this limitation may be carried over to the next Change Date. Borrower's interest rate will never be greater than 12.00 %, and will never be lower than 5.00 %.

The new agreed interest rate will be effective as of the Change Date. The new monthly payment will be effective as of the next regularly scheduled due date subsequent to the Change Date. Lender will send Borrower notice of all rate and payment changes as required by law.

**CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY  
READ THIS CONTRACT BEFORE YOU SIGN IT.**

WITNESSES:

Tina Monks Yvette L. Trussel (SEAL)  
Thomas Miles Trussell (SEAL)

STATE OF ALABAMA  
SHELBY                      COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that  
YEVETTE L TRUSSEL AND THOMAS MILES TRUSSELL

whose name(s) (is) (are) signed to the foregoing conveyance, and who (is) (are) known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, (he) (she) (they) executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 20th day of February, 2004.

[Signature]  
Notary Public  
(AFFIX SEAL)

My Commission expires 12/08/04  
This instrument was prepared by: TINA MONKS