20050921000489310 1/3 \$23.90 Shelby Cnty Judge of Probate, AL 09/21/2005 09:52:37AM FILED/CERT

This instrument prepared by:
Colenda Bera Amerifirst Home
Amerifirst Home
Improvement Finance Co.
- 4405 S. 96th St.
Omaha, NE 68127

or Recording Purposes Only			
For Recording Purposes Only			
For Recording Purposes Only			
<u></u>	or Recording Purposes Only		

## MORTGAGE

I (we), the undersigned <u>BRIAN C WATSON and STACIA WATSON</u> (hereafter "Mortgagor" whether one or more), whose address is <u>604 WILDERNESS RD</u>, <u>PELHAM</u>

(hereafter "Mortgagee"), whose address is 2086 VALLEYDALE TERRACE,

HOOVER, AL 35244, its successors and assigns, that immovable property and the improvements thereon situated in the County of Shelby, State of Alabama, and legally described as:

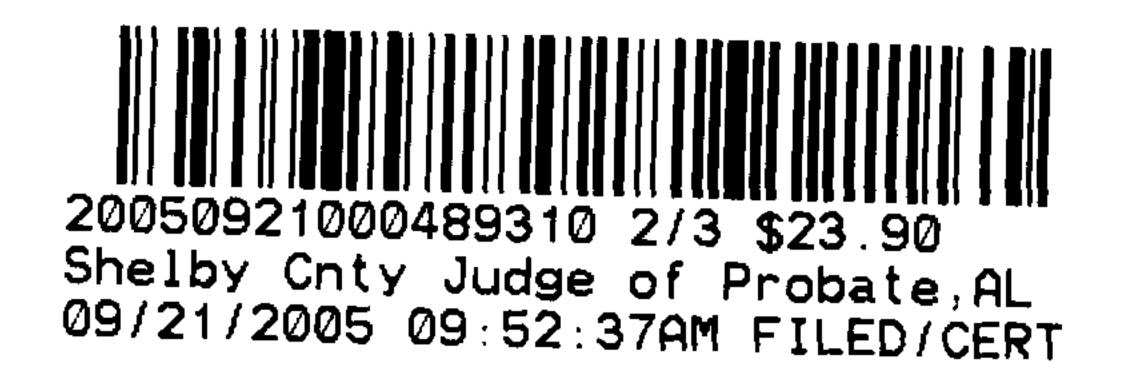
## SEE EXHIBIT A

(hereafter the "premises") to secure payment of a certain Alabama Home Improvement Retail Installment Contract, dated Augustum, 2005, having an Amount Financed of \$ 4574.68, together with finance charges described therein (hereafter the "indebtedness"). Unless sooner paid, the indebtedness secured by this Mortgage will mature on 970 2011.

The Mortgagor covenants with the Mortgagee, while this Mortgage remains in force, as follows:

- 1. To pay the indebtedness represented by the above-described Alabama Home Improvement Retail Installment Contract, together with all finance charges described therein, in the time and manner therein provided.
- 2. To pay all taxes, assessments and other charges that may be levied or assessed upon or against the premises within 30 days after the same shall become due and payable.
- 3. To keep all the improvements erected on the premises continually intact and in good order and repair and to permit or suffer no waste of said premises.

If default shall be made in the payment of the indebtedness or any part thereof, or in the performance of any of the covenants and agreements contained in said Alabama Home Improvement Retail Installment Contract and/or herein contained, the entire indebtedness secured hereby remaining unpaid shall at once become due and collectible if the Mortgagee so elects, without notice of such election except as may be required by law.



## MORTGAGE PAGE 2

In the event the ownership of the premises or any part thereof becomes vested in a person other than the Mortgagor, Mortgagee may deal with such successor or successors in interest with reference to this Mortgage and the indebtedness hereby secured in the same manner as with the Mortgagor, without in any manner vitiating or discharging the Mortgagor's liability hereunder, or the liability for the indebtedness hereby secured.

Mortgagor hereby waives all homestead exemptions relating to the premises to which Mortgagor may be entitled under the constitution and laws of the State of Alabama and of the United States of America.

In the event of any breach of the foregoing covenants, Mortgagee shall be entitled to all available remedies under Alabama law, including, without limitation, foreclosure of this Mortgage.

Payment of this Mortgage is subject to the terms of a home improvement installment

contract of even date between Mortgagor and	
Dated this 10th day of August	
	X Dun C. Words  Mortgagor Brian C watson  X Jacla Natzon  Mortgagor  Stacia watson
STATE OF ALABAMA )	
COUNTY OF SYELBY ) SS:	
personally known to me or who has (have) produdentification and who did (did not) take an oath.	nove-named Mortgagor(s), who is (are) iced Alabamas Drivus Cicara as
MY COMMISSION EXPIRES MARCH 30, 20	NOTARY PUBLIC
	Michael A Ellis NOTARY PRINTED NAME
	Please return recorded document to:
	Amerifirst Home Improvement Finance Co. 4405 S. 96th St. Omaha, NE 68127

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## EXHIBIT A

Lot 5, Block 1, according to the survey of Cahaba Valley Estates, Fourth Sector, as recorded in Map Book 5, page 127, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.