

This instrument prepared by:

Colenda Bera

Amerifirst Home

~~Improvement Finance Co.~~

4405 S. 96th St.

Omaha, NE 68127

For Recording Purposes Only

MORTGAGE

I (we), the undersigned BRIAN C WATSON and STACIA WATSON (hereafter

"Mortgagor" whether one or more), whose address is 604 WILDERNESS RD,

PELHAM

, AL 35124, do hereby mortgage and warrant to ENERGY COMPANY

(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 August 10, 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 8-10-2011.

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 Mortgagee.

Dated this 10th day of August, 2005.

X Brian C. Watson
Mortgagor Brian C. Watson
X Stacia Watson
Mortgagor Stacia Watson

STATE OF ALABAMA)
COUNTY OF Shelby) SS:

The foregoing instrument was acknowledged before me this 10th day of August, 2005, by BRIAN C. WATSON AND STACIA WATSON, the above-named Mortgagor(s), who is (are) personally known to me or who has (have) produced Alabama Driver's License as identification and who did (did not) take an oath.

MY COMMISSION EXPIRES MARCH 30, 2009.

Michael A Ellis
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


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

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.