AMERICAN GENERAL FINANCIAL SERVICES

STATE OF ALABAMA

JEFFERSON COUNTY)

FIRST MORTGAGE

THIS INDENTURE made on DECEMBER 22, 2005, between DALLAS W. WHITE, A SINGLE MAN (hereinafter, whether one or more, referred to as "Mortgagor"), and American General Financial Services of Alabama, Inc.,

WITNESSETH:

WHEREAS, the said DALLAS W. WHITE, A SINGLE MAN (is) (are) justly indebted to Mortgagee as evidenced by a note of even date herewith in the principal amount of $ 137,892.50 together with interest and other allowable charges is $ 373,219.20, payable in monthly installments, the last of which installments shall be due and payable on JANUARY 01, 2036 (the "Loan").

NOW, THEREFORE, the undersigned Mortgagor 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:

SEE EXHIBIT "A"

20051229000669440 1/5 $229.85
Shelby Cnty Judge of Probate,AL
12/29/2005 12:53:09PM FILED/CERT

PROPERTY LOCATED: 9063 BUSH AVENUE SE
LEEDS, ALABAMA 35094

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 may elect to have Mortgagee maintain an escrow fund for payment of real estate taxes, assessments, insurance premiums, or other obligations that might encumber the Real Estate if not timely paid when due. If Mortgagor so elects, Mortgagor shall pay to Mortgagee on the day Monthly Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Mortgage as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Mortgagee, including, but not limited to Hazard Insurance and Flood Insurance; and (d) Mortgage Insurance premiums, if any, or any sums payable by Mortgagor to Mortgagee in lieu of the payment of Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Mortgagee may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Mortgagor, and such dues, fees and assessments shall be an Escrow Item. Mortgagor shall promptly furnish to Mortgagee all notices of amounts to be paid under this Section. Mortgagor shall pay Mortgagee the Funds for Escrow Items unless Mortgagee waives Mortgagor's obligation to pay the Funds for any or all Escrow Items. Mortgagee may waive Mortgagor's obligation to pay Mortgagee Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Mortgagor shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Mortgagee and, if Mortgagee requires, shall furnish to Mortgagee receipts evidencing such payment within

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such time period as Mortgagee may require. If Mortgagor is obligated to pay Escrow Items directly and fails to do so, Mortgagee may pay such amount and Mortgagor shall then be obligated to repay to Mortgagee any such amount. Mortgagee may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the notice provision of this Mortgage and, upon such revocation, Mortgagor shall pay to Mortgagee all Funds, and in such amounts, that are then required under this or other applicable Sections.

Mortgagee may, at any time, collect and hold Funds in an amount (a) sufficient to permit Mortgagee to apply the Funds at the time specified under the federal Real Estate Settlement Procedures Act and implementing regulations (collectively, "RESPA") and (b) not to exceed the maximum amount a Mortgagee can require under RESPA. Mortgagee shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity or in any Federal Home Loan Bank. Mortgagee shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Mortgagee shall not charge Mortgagor for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Mortgagee pays Mortgagor interest on the Funds and Applicable Law permits Mortgagee to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Mortgagee shall not be required to pay Mortgagor any interest or earnings on the Funds. Mortgagor and Mortgagee can agree in writing, however, that interest shall be paid on the Funds. Mortgagee shall give to Mortgagor, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Mortgagee shall account to Mortgagor for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Mortgagee shall notify Mortgagor as required by RESPA, and Mortgagor shall pay to Mortgagee the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Mortgagee shall notify Mortgagor as required by RESPA, and Mortgagor shall pay to Mortgagee the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Mortgage, Mortgagee shall promptly refund to Mortgagor any Funds held by Mortgagee.

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 Loan, the Loan 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 commended 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 Loan 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:

_____ _____ (SEAL)
DALLAS W. WHITE

_____ _____ (SEAL)

20051229000669440 3/5 $229.85
Shelby Cnty Judge of Probate,AL
12/29/2005 12:53:09PM FILED/CERT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that DALLAS W. WHITE, A SINGLE MAN 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 22ND day of DECEMBER, 2005.

(AFFIX SEAL)

Notary Public

This instrument was prepared by:
TAMMY M. NICKLES

RAY L. HUFFSTUTLER
NOTARY
PUBLIC
ALABAMA STATE AT LARGE

ALB433 (10-17-04) Real Estate First Mortgage

Document Prepared by
Ray Huffstutler P.C.
9107 Parkway East
Birmingham, AL 35206

20051229000669440 4/5 $229.85
Shelby Cnty Judge of Probate,AL
12/29/2005 12:53:09PM FILED/CERT

LEGAL DESCRIPTION
EXHIBIT "A"

COMMENCE AT THE TRUE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 17 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA; THENCE SOUTH 0 DEGREES 23 MINUTES 53 SECONDS WEST ALONG THE WEST LINE OF SAID 1/4-1/4 FOR 15.83 FEET TO A 3 INCH CAPPED PIPE FOUND AT THE LOCALLY ACCEPTED NW CORNER OF SAID 1/4-1/4, BEING THE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 25 MINUTES 11 SECONDS WEST ALONG THE WEST LINE OF SAID 1/4-1/4 FOR 354.15 FEET TO A 5/8 INCH REBAR SET; THENCE SOUTH 40 DEGREES 23 MINUTES 12 SECONDS EAST 410.62 FEET (M) 397.70 FEET (D) TO A 5/8 INCH REBAR SET; THENCE SOUTH 23 DEGREES 04 MINUTES 18 SECONDS EAST 423.70 FEET TO A 1 INCH CRIMPED IRON FOUND; THENCE SOUTH 58 DEGREES 22 MINUTES 42 SECONDS WEST 134.24 FEET (M) 137.45 FEET (D) TO A 1 INCH CRIMPED IRON FOUND; THENCE NORTH 72 DEGREES 02 MINUTES 37 SECONDS WEST 339.20 FEET (M) 338.10 FEET (D) TO A 1/2 INCH REBAR FOUND ON THE WEST LINE OF SAID 1/4-1/4; THENCE SOUTH 0 DEGREES 25 MINUTES 11 SECONDS WEST ALONG SAID LINE 310.04 FEET (M) 302.45 FEET (D) TO A 3 INCH CAPPED PIPE FOUND AT THE SW CORNER OF SAID 1/4-1/4; THENCE SOUTH 88 DEGREES 19 MINUTES 58 SECONDS EAST ALONG THE SOUTH LINE OF SAID 1/4-1/4 FOR 1322.24 FEET TO A 5/8 INCH REBAR SET AT THE SE CORNER OF SAID 1/4-1/4; THENCE NORTH 0 DEGREES 08 MINUTES 51 SECONDS EAST ALONG THE EAST LINE OF SAID 1/4-1/4 FOR 1353.15 FEET TO A 4 INCH X 4 INCH CONCRETE MONUMENT FOUND AT THE LOCALLY ACCEPTED NE CORNER OF SAID 1/4-1/4; THENCE NORTH 89 DEGREES 13 MINUTES 15 SECONDS WEST ALONG THE LOCALLY ACCEPTED NORTH LINE OF SAID 1/4-1/4 FOR 443.17 FEET TO A 5/8 INCH REBAR SET; THENCE SOUTH 2 DEGREES 07 MINUTES 09 SECONDS EAST 209.58 FEET (M) 210.00 FEET (D) TO A 3/8 INCH REBAR FOUND; THENCE NORTH 89 DEGREES 34 MINUTES 32 SECONDS WEST 212.88 FEET (M) 210.00 FEET (D) TO A 1 INCH CRIMPED IRON FOUND; THENCE SOUTH 1 DEGREES 27 MINUTES 41 SECONDS EAST 108.64 FEET (M) 110.00 FEET (D) TO A 5/8 INCH REBAR SET; THENCE NORTH 89 DEGREES 31 INUTES 25 SECONDS WEST 203.38 FEET (M) 210.00 FEET (D) TO A 5/8 INCH REBAR SET; THENCE SOUTH 2 DEGREES 32 MINUTES 39 SECONDS EAST 28.62 FEET (M) 29.00 FEET (D) TO A 5/8 INCH REBAR SET; THENCE NORTH 89 DEGREES 13 MINUTES 15 SECONDS WEST 165.00 FEET TO A 5/8 INCH REBAR SET; THENCE NORTH 2 DEGREES 30 MINUTES 20 SECONDS WEST 349.46 FEET (M) 349.00 FEET (D) TO A 5/8 INCH REBAR SET ON SAID NORTH LINE; THENCE NORTH 89 DEGREES 13 MINUTES 15 SECONDS WEST ALONG SAID NORTH LINE 287.58 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED TRACT CONTAINING 32.4 ACRES, MORE OR LESS. BEARINGS ARE BASED ON GPS OBSERVATIONS OF ALABAMA STATE PLANE COORDINATES WEST ZONE.
ACCORDING TO SURVEY DATED 12-20-05 BY STEVEN H. GILBERT, P.L.S. NO. 17507.
SUBJECT TO RIGHT OF WAY EASEMENT FOR INGRESS AND EGRESS TO THE JAY AND BRENDA HEISLER PROPERTY AS DESCRIBED IN SURVEY DATED 12-20-05 BY STEVEN H. GILBERT, P.L.S. NO. 17507.
SUBJECT TO ROADWAY EASEMENT (BUSH AVENUE) TO THE CITY OF LEEDS, ALABAMA, AS RECORDED IN BOOK 349 PAGE 20 AND AS DESCRIBED IN SURVEY DATED 12-20-05 BY STEVEN H. GILBERT, P.L.S. NO. 17507.
SUBJECT TO ALL RESTRICTIONS, RESERVATIONS, RIGHTS, EASEMENTS, RIGHTS-OF-WAY, PROVISIONS, COVENANTS, TERMS, CONDITIONS AND BUILDING SET BACK LINES OF RECORD.
TAX MAP OR PARCEL ID NO.: 01-6-23-0-001-041.000
SUBJECT PROPERTY IS LOCATED IN SHELBY COUNTY

SUBJECT PROPERTY ADDRESS IS 9063 BUSH AVENUE, LEEDS, AL 35094

Dallas White — 12-22-05

Dallas White — **Date**

20051229000669440 5/5 $229.85
Shelby Cnty Judge of Probate,AL
12/29/2005 12:53:09PM FILED/CERT

AMERICAN GENERAL FINANCIAL SERVICES

ADJUSTABLE RATE RIDER

Account Number: 07050415

This Adjustable Rate Rider is made on 12/22/05 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 36th payment and on that same date every twelve (12) 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.)

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 1.00 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 2.00 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 increase more than eight percentage points (for first mortgage loans) or ten percentage points (for subordinate mortgage loans) over the initial Prime Rate, and in no event will ever be more than 15.25 %, and will never be less 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:

_____ _____ (SEAL)
DALLAS W. WHITE

_____ _____ (SEAL)

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that DALLAS W. WHITE, A SINGLE MAN

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 22nd day of December, 2005.

_____
Notary Public
(AFFIX SEAL)

My Commission expires 5/2/08

This instrument was prepared by: _____
TAMMY NICKLES

RAY L. HUFFSTUTLER NOTARY PUBLIC ALABAMA STATE AT LARGE