



20060718000346240 1/3 \$36.20
Shelby Cnty Judge of Probate, AL
07/18/2006 01:26:16PM FILED/CERT

This instrument prepared by:

Linnea Sherwood
Amerifirst Home
Improvement Finance Co.
4405 S. 96th St.
Omaha, NE 68127

For Recording Purposes Only

MORTGAGE

I (we), the undersigned DJIBY THIAM and MAGETTE THIAM (hereafter
"Mortgagor" whether one or more), whose address is 2586 BRIDLEWOOD DR,

HELENA

999969751
, AL 35080, do hereby mortgage and warrant to ENERGY COMPANY

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

, AL35244, 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 MAY 20TH, 2006, having an

Amount Financed of \$ 12779.2, together with finance charges described therein (hereafter
the "indebtedness"). Unless sooner paid, the indebtedness secured by this Mortgage will
mature on JUNE 30 2018.

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 20th day of MAY, 2006. Djiby Thiam

X
Mortgagor

X
Mortgagor

Mageite Thiam

STATE OF ALABAMA

COUNTY OF SHELBY

)
SS:
)

The foregoing instrument was acknowledged before me this 20th day of MAY, 2006, by DJIBY THIAM AND MAGEITE THIAM, the above-named Mortgagor(s), who is (are) personally known to me or who has (have) produced Alabama Drivers License as identification and who did (did not) take an oath.

MY COMMISSION EXPIRES 03-30-09

Michael A Ellis
NOTARY PUBLIC

prepared by:
Juniea Sherrett
AmeriFirst

MICHAEL A ELLIS
NOTARY PRINTED NAME

Please return recorded document to:

AmeriFirst Home Improvement Finance Co.
4405 South 96th Street
Omaha, NE 68127


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EXHIBIT A

The following described real estate situated in Shelby County, Alabama, to-wit:

Lot 33, according to the Survey of Dearing Downs 12th Addition 2nd Phase, as
recorded in Map Book 16, Page 17, in the Probate Office of Shelby County, Alabama.


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