20061002000487390 1/3 \$39.05 Shelby Cnty Judge of Probate, AL 10/02/2006 03:42:10PM FILED/CERT

This/instrument prepared by:
Instal Mallymout
Amerifirst Home
Improvement Finance Co.
4405 S. 96th St.
Omaha, NE 68127

or Recording Purposes Only	

## MORTGAGE

<u>COLUMBIANA</u>

, AL 35051, do hereby mortgage and warrant to SOURCE 1 HOME

SERVICES

(hereafter "Mortgagee"), whose address is 303 D N. OPOTHLEOHOLA ST

,WETUMPKA,AL36092,its successors and assigns,

that immovable property and the improvements thereon situated in the County of

, State of Alabama, and legally described as:

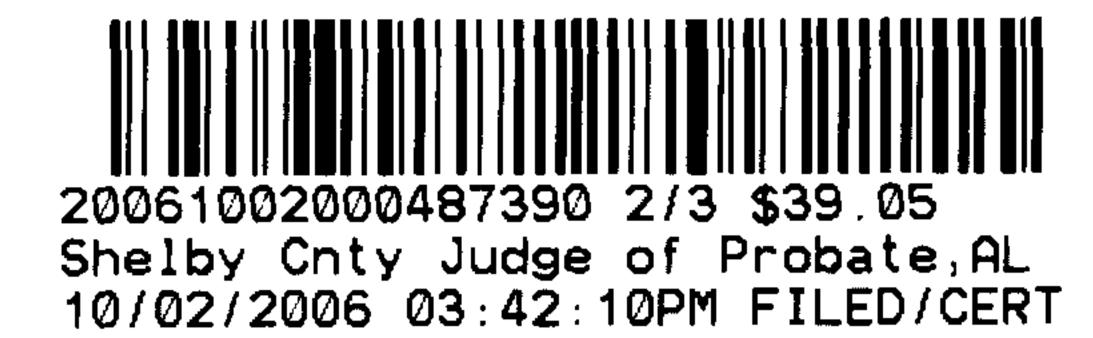
## SEE EXHIBIT A

(hereafter the "premises") to secure payment of a certain Alabama Home Improvement Retail Installment Contract, dated  $\underline{Sep}$  8, ...,  $20\underline{-06}$ , having an Amount Financed of \$ 14607.05, together with finance charges described therein (hereafter the "indebtedness"). Unless sooner paid, the indebtedness secured by this Mortgage will mature on  $\underline{10-19-2020}$ .

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.

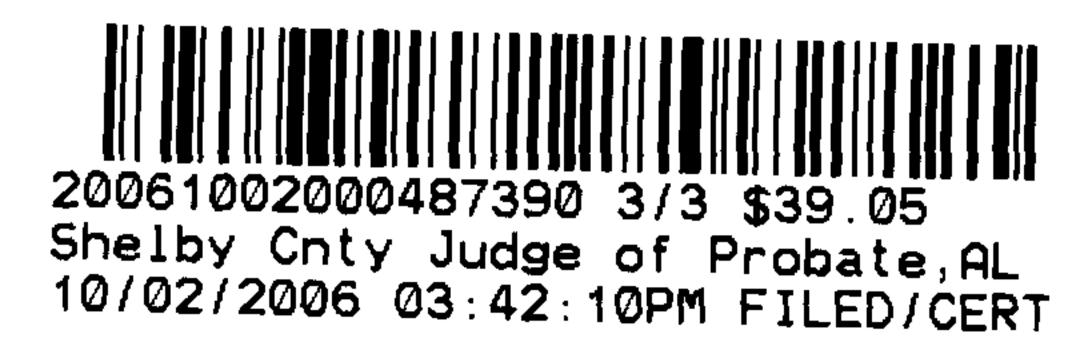
In the event of any breach of the foregoing covenants, Mortgagee shall be entitled to all available remedies under Alabama law, including, without limitation, foreclosure of this Mortgage.

Payment of this Mortgage is subject to the terms of a home improvement installment contract of even date between Mortgagor and Mortgagee.

Dated this QLL day of	September	
		Pamela Blythe
		Pamela Blythe Xanala Oblythe Mortgagor
		X Peter 2. But Mortgagor Common State of the
		Christopher L Blythe
STATE OF ALABAMA		
COUNTY OF Ecmore	) SS: )	
The foregoing instrument was	as acknowledged befor ARNELA BLYTHE	e me this 8th day of MEN L. BLYTHE
	the above-	named Mortgagor(s), who is (are)
personally known to me or who identification and who did (did n		
MY COMMISSION EXPIRES	COMMISSION EXPIRE	S. Paul Elltter NOTARY PUBLIC
	APRIL 6, 2010	PAUL E UTTON
		NOTARY PRINTED NAME

Please return recorded document to:

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



## SCHEDULE A

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY, ALABAMA TO-WIT:

COMMENCE AT THE NORTHEAST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA AND RUN THENCE WESTERLY ALONG THE NORTH LINE OF SAID QUARTER-QUARTER A DISTANCE OF 716.10 FEET TO A POINT; THENCE TURN 91 DEGREES 25 MINUTES 36 SECONDS LEFT AND RUN SOUTHERLY A DISTANCE OF 235.96 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SHELBY COUNTY ROAD NO. #435 AND THE POINT OF BEGINNING OF THE PROPERTY BEING DESCRIBED; THENCE CONTINUE ALONG LAST DESCRIBED COURSE 425.74 FEET TO A POINT; THENCE TURN 89 DEGREES 15 MINUTES 32 SECONDS LEFT AND RUN EASTERLY 124.80 FEET TO A POINT; THENCE TURN 90 DEGREES 04 MINUTES 19 SECONDS LEFT AND RUN NORTHERLY 439.85 FEET TO A POINT ON THE SAME SAID SOUTH RIGHT OF WAY LINE OF SAME SAID HIGHWAY NO. #435; THENCE TURN 96 DEGREES 09 MINUTES 05 SECONDS LEFT AND RUN WEST-SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE 130.53 FEET TO THE POINT OF BEGINNING.

ACCORDING TO THE SURVEY OF RODNEY Y. SHIFLETT, AL. REG. #21784, DATED JANUARY 17, 1998.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.