HengerRast & Associates, LLC
3161 Cahaba Heights Rd Ste 203
Birmingham, AL 35243

20070129000042430 1/4 $90.20
Shelby Cnty Judge of Probate,AL
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Prepared by:
Paris Mitchell
3161 Cahaba Heights Rd, STE 203
Birmingham, Alabama 35205

MORTGAGE

STATE OF ALABAMA

KNOW ALL ME BY THESE PRESENTS:

JEFFERSON COUNTY

WHEREAS, Kim M Perry and Lovell Perry a married couple (hereinafter called "Mortgagor"), is justly indebted to *HengerRast & Associates, LLC*, (hereinafter called "Mortgagee", in the sum of $46,731.00, evidenced by one promissory note of even date herewith, and being due and payable according to the terms thereof; and

WHEREAS, Mortgagor agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW, THEREFORE, in consideration of the premises, said Mortgagor, and all others executing this mortgage do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, Alabama, to-wit:

See Attached Exhibit A

TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successors, heirs and assigns forever; and for the purpose of further securing payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at the Mortgagee's option pay off the same and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in

companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for skid sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be coveted by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns shall be authorized to take possession of the premises hereby conveyed, and with or without fast taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in from of the Courthouse door of said County (or the division thereof) where the property is located, at public outcry, to the highest bidder for cash and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended or that may then be necessary to expend, in paying insurance, taxes or other encumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and the undersigned further agrees that

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said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefore; and undersigned further agrees to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby

IN WITNESS WHEREOF, the undersigned Kim M Perry , Lovell Perry, has hereunto set their signature and seal this 06/30/2006.

Kim M. Perry (Seal)

Print Name: Kim M Perry

Lovell Perry (Seal)

Print Name: Lovell Perry

STATE OF ALABAMA
Shelby COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Kim M. Perry & Lovell Perry, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the of the instrument, she/he/they executed the same voluntarily on the day the same bears date..

Given under my hand and official seal, this the 30 day of June, 2006.

Notary Public

(SEAL)
My commission expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 13, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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Exhibit A

Borrower/Mortgagor: Perry /

Parcel 1:

Property: 207 WoodBridige Trail

207 WoodBridgeTrail
Chelsea, Al 35043

Legal Description:

Lot 95, according to the Survey of Cameron Woods, 2nd addition 2nd Sector, as recorded in Map Book 30, Page 20, in the Probate Office of **SHELBY** County, Alabama.

Parcel 2:

Property: 333 Normandy Lane

333 Normandy Lane
Chelsea Al 35043

Legal Description

Lot 52, according to the Survey of Courtyard Manor, a single family residential development, as recorded in Map Book 35, Page 144 A&B in the Probate Office of Shelby County, Alabama.

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