

Note: This mortgage is second and subordinate to that certain first mortgage from Darby C. Hale and Devon Hale to Decision One Mortgage, LLC., dated June 28, 2007, in the amount of \$198,350.

MORTGAGE

State of Alabama)
)
Shelby County)
Know All Men by These Presents.

That Whereas, Darby C. Hale and Devon Hale, (hereinafter referred to as "Mortgagor", whether one or more than one), is justly indebted to David L. Molde, and/or assigns (hereinafter referred to as "Mortgagee", whether one or more than one), in the sum of Fifteen Thousand Dollars and 00/100 (\$15,000.00), as evidenced by one promissory note of even date herewith. Mortgagor has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 5, 2009, and

Whereas, Mortgagor has 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 does hereby grant, bargain, sell, and convey unto Mortgagee, the following described real estate, situated in Shelby County, Alabama, to-wit:

Legal Description:

Lot 3, according to the Final Plat of Sunset Lake, Phase 2, as recorded in Map Book 31, Page 73, in the Probate Office of Shelby County, Alabama.

Said property being warranted free from all encumbrances and against any adverse claims except for that certain first mortgage to **Decision One Mortgage, LLC**, in the amounts of **\$198,350.00** as herein stated above.

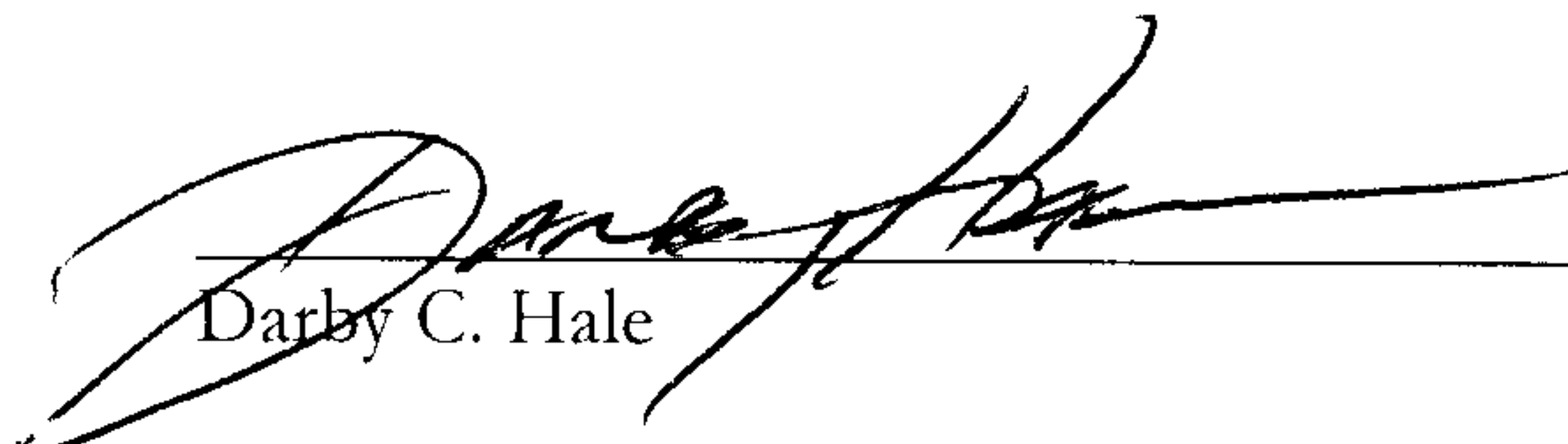
TO HAVE AND TO HOLD the above property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, Mortgagor agrees to pay all taxes or assessments when imposed legally upon said property, and should default be made in the payment of same, the said Mortgagee may, at Mortgagee's option, pay the same; and to further secure said indebtedness Mortgagor agrees to keep the improvements on said property insured against loss or damage by reason of fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to 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 the Mortgagor fails to keep said property insured as above specified, or fails to deliver said insurance policies to said Mortgagee, then the said Mortgagee may, at Mortgagee's option, insure said property for said 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 additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest at the note

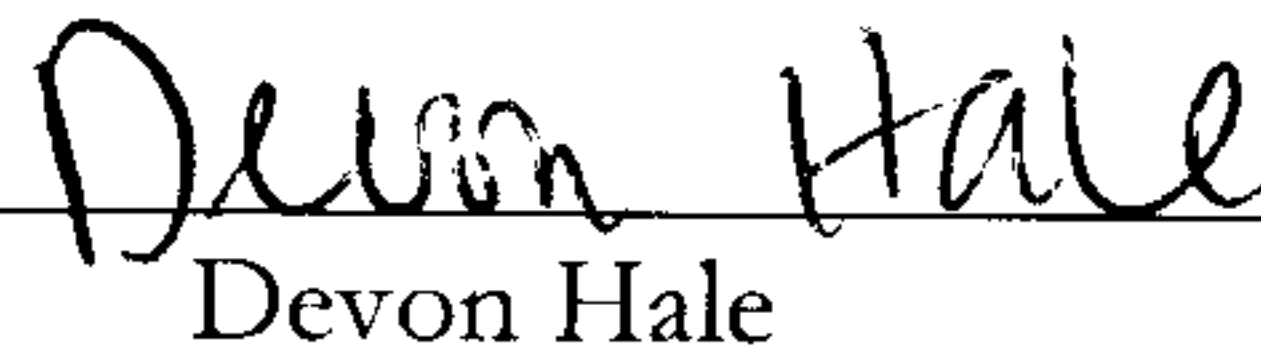

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rate from date of payment by said Mortgagee and be at once due and payable.

Upon Condition, However, that if the said Mortgagor pays said indebtedness and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments, and insurance and interest thereon, then this conveyance shall become null and void; but should default be made in the payment of any sum expended by the said Mortgagee 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 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 shall be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days notice by publication once a week for three consecutive weeks, of the time, place and terms of sale, in some newspaper published in the County of the State of Alabama wherein said property is situated, sell the same in lots or parcels or en masse as Mortgagee may deem best in front of the Courthouse door of said County, (or the division thereof), where said 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 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 Mortgagor further agrees that said Mortgagee may bid at said sale and purchase said property if the highest bidder therefore; and the Mortgagor further agrees to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this Mortgage if by judicial foreclosure should the same be so foreclosed, said fee to be a part of the debt hereby secured.

In Witness Whereof, Mortgagors have set their signatures and seals, this 29th day of June, 2007.


 (Seal)
Darby C. Hale


 (Seal)
Devon Hale

State of Alabama)
Shelby County)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Darby C. Hale and Devon Hale, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of June, 2007.


Notary Public
My commission expires: 3/20/2009


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