

THIS INSTRUMENT PREPARED BY: JOHN MARTIN GALESE, Attorney
3300 Cahaba Rd.
Birmingham, Alabama 35223

PURCHASE MONEY MORTGAGE

STATE OF ALABAMA)

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned Crestwood Realty, Inc. is/are justly indebted to Steve Russo and wife Julia E. Russo, in the sum of \$229,500.00, evidenced by two promissory notes of even date herewith, payable according to the terms therein set forth, and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with all charges and interest set forth in such note when the same falls due;

NOW THEREFORE, in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned Crestwood Realty, Inc. do, or does, hereby grant, bargain, sell and convey unto the said Steve Russo and wife Julia E. Russo (hereinafter referred to as the Mortgagee) the following described real property situated in Shelby County, Alabama, to-wit:

Lots 1, 2, 3, 7, 9, 12, 13, 14, 15, 17, 18, and 19, according to the amended map of Chaparral, First Sector, Phase I, as recorded in Map Book 7, page 161 in the Probate office of Shelby County, Alabama; AND

Lots 10-A, 11-A, 20-A, 22-A, 24-A and 25-A, according to the Resurvey of Lots 10, 11, 20 through 29 amended map of Chaparral, First Sector, Phase I, as recorded in Map Book 8, Page 93 in the Probate Office of Shelby County, Alabama. Subject to easements, buildings lines, agreements, rights of way and restrictions of record.

Mortgagees agree to release from the terms and conditions of this mortgage one lot (of mortgagor's choice) for each \$13,500.00 plus accrued interest, paid against the notes secured by this mortgage. Mortgagees will permit mortgagor to treat Lots 24-A and 25-A as one for purposes of this partial release clause.

Said property is warranted free from all encumbrances and against any adverse claim except as above set forth.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals of said policies to said Mortgagee; and if the undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee then said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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 specifically secured and shall be covered by this Mortgage, and bear interest from the 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 the interest thereon, then this conveyance to be 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, or if any statement of lien is filed under the Statutes of

Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based 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 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 publishing once a week for three consecutive weeks, the time, place and terms of sale, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best in front of the Court House door in said 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 a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may be necessary then 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 remainder if any, to be turned over to the said Mortgagor, and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefore, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and the undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons or to the corporation named as grantee or grantees in the granting clause herein.

Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgagee, if a corporation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 28 day of February, 1983.

CRESTWOOD REALTY, INC.

[Signature] LS
by B.J. Jackson, its President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

General Acknowledgment

I, the undersigned, a Notary Public in and for said State and in said County, hereby certify that B.J. Jackson, whose name as President of Crestwood Realty, Inc. a corporation, is 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, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal on this the 28 day of February, 1983.

NOTARY PUBLIC
NOTARY WAS FULLY

1983 MAR -2 AM 10:00

[Signature]
NOTARY PUBLIC

[Signature]
NOTARY PUBLIC

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3.00
1.00
348.25-

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