

This instrument was prepared by

1526

(Name) Dale Corley

(Address) 2100 16th Avenue, South

Form 1-1-22 Rev. 1-66

MORTGAGE—LAWYERS TITLE INSURANCE CORPORATION, Birmingham, Alabama

STATE OF ALABAMA

COUNTY Jefferson

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Cross-Kimbrell Partnership

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to

Robert Kim and wife, Julie Kim

(hereinafter called "Mortgagee", whether one or more), in the sum

of Sixty Thousand and no/100----- Dollars
(\$60,000.00), evidenced by one promissory note of even date herewith according
to the terms and conditions of said note

And Whereas, Mortgagors 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 Mortgagors, Cross-Kimbrell Partnership

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, State of Alabama, to-wit:

See Exhibit "A" for Legal Description

The mortgagee herein will release from the lien of this mortgage an acre of land for ~~\$25,000.00~~ per acre.

\$12,500.00 JCK
A.W.C.

The proceeds of this loan have been applied on the purchase price of the property described herein, conveyed to mortgagors simultaneously herewith.

This is a purchase money second mortgage.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

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To Have And To Hold the above granted property unto the said Mortgagee, Mortgages's successors, heirs, and assigns forever; and for the purpose of further securing the 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 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 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 or assigns, additional to the debt hereby specially secured, and shall be covered 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 Mortgagees 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 the 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 incumbrance 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 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, 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 front of the Court House 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 it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, 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 undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree 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 secured.

IN WITNESS WHEREOF the undersigned Cross-Kimbrell Partnership

have hereunto set its signature and seal, this 24th day of July, 19 86

CROSS-KIMBRELL PARTNERSHIP (SEAL)

CROSS HOMEBUILDERS, INC.

By: *Andrew W. Cross* (SEAL)

By: Andrew W. Cross, Its President

BY: KIMBRELL HOMES, INC. (SEAL)

By: *John C. Kimbrell, Jr.* (SEAL)

By: John C. Kimbrell, Jr., Its President

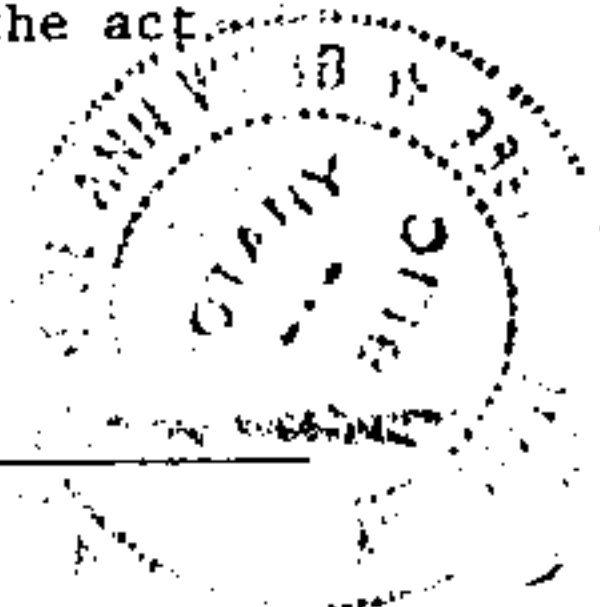
STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Andrew W. Cross, as President of Cross Homebuilders, Inc., a partner of Cross-Kimbrell Partnership and John C. Kimbrell, Jr., as President of Kimbrell Homes, Inc., a partner of Cross-Kimbrell Partnership, 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, as such officers and with full authority executed the same voluntarily for and as the act of said corporations in their capacity as general partners.

Given under my hand and official seal this 24th day of July, 1986.

Dorothy Ann With
Notary Public



Return to:

RETURN TO:

Wiley, Moncus, Bynum & DeBuys, Attorneys
2100 South 16th Avenue
Birmingham, Alabama 35205

MORTGAGE DEED

THIS FORM FROM

Lawyers Title Insurance Corporation

Title Guaranty Division

TITLE INSURANCE - ABSTRACTS

Birmingham, Alabama

EXHIBIT "A"

A part of the SW 1/4 of SE 1/4, Section 5, Township 19, Range 1 West, in Shelby County, described as: Begin at the Northwest corner of said quarter section; run thence South along said quarter section line 200 feet; thence East parallel with the North line of said quarter section to the right of way of Highway #91; thence North along said right of way to the North line of said SW 1/4 of SE 1/4; thence West along the said quarter section line to the point of beginning; being situated in Shelby County, Alabama.

ALSO, All that part of the South 630 feet of NW 1/4 of SE 1/4, Section 5 Township 19, Range 1 West, lying West of right of way of U. S. Highway 280, subject to a right of way 30 feet wide off the North end of said parcel of land for a public and private road as set out in Deed Book 183, Page 434 in Probate Office.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1986 AUG 21 AM 9:38

Thomas H. J. J. J.
JUDGE OF PROBATE

1. Deed Tax	\$	_____
2. Mtg. Tax		<u>90.00</u>
3. Recording Fee		<u>7.50</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>98.50</u>

RETURN TO:

Corley, Mancus, Bynum & DeBuys, Attorneys
2100 South 16th Avenue
Birmingham, Alabama 35205

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