

THIS INSTRUMENT PREPARED BY:

NAME: Charles L. Sparks, Attorney
ADDRESS: Suite 800, The Galleria Tower
Birmingham, AL 35244
MORTGAGE - ALABAMA TITLE CO., INC., Birmingham, Alabama

State of Alabama

Shelby COUNTY

Know All Men By These Presents, that whereas the undersigned J. Michael Campbell is justly indebted to Corporation For Resource Development, Inc., in the sum of Twenty-Four Thousand (\$24,000.00) Dollars evidenced by a promissory note executed simultaneously herewith and payable according to the terms set out therein.

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest 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, J. Michael Campbell, do, or does, hereby grant, bargain, sell and convey unto the said Corporation For Resource Development, Inc. (hereinafter called Mortgagee) the following described real property situated in

Shelby County, Alabama, to-wit:

Lot 309, according to the Survey of Riverchase Country Club, Tenth Addition, Residential Subdivision, as recorded in Map Book 8, Page 47, in the Office of the Judge of Probate of Shelby County, Alabama.

The above described property is subject to all restrictions of record as recorded in the Office of the Judge of Probate of Shelby County, Alabama.

This is a purchase money mortgage given to secure the unpaid balance of the purchase price of the above described property.

Mortgagors hereby agree to make no alterations, improvements, excavations, or shall not remove any trees and vegetation on said property without the expressed written permission of the Mortgagee until said mortgage indebtedness is paid in full.

The above described property may not be sold during the term of this mortgage without the written consent of the Mortgagee.

Inst # 1992-25861

11/05/1992-25861

11:43 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
002 MCD 45.00

Said property is warranted free from all incumbrances and against any adverse claims.

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 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 specially 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.

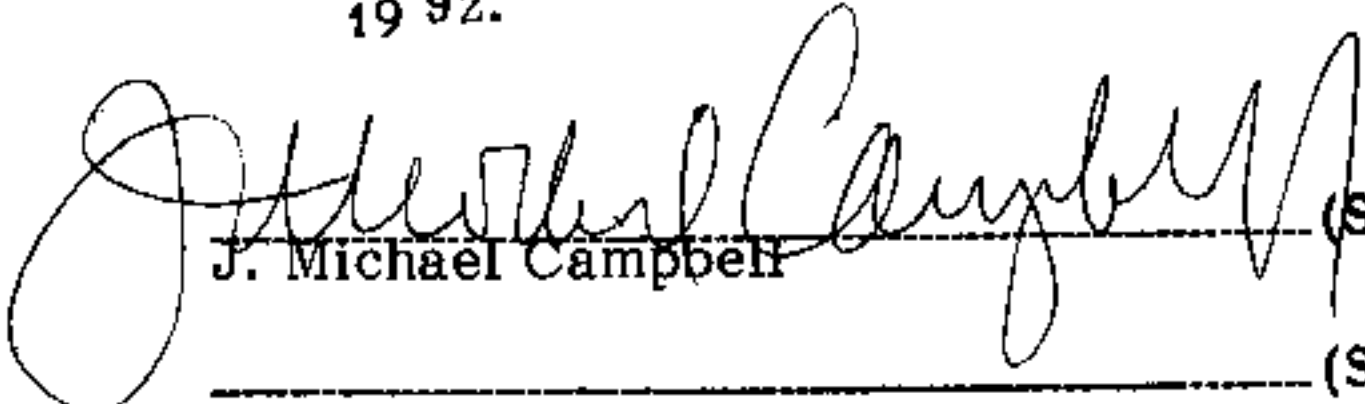
Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the interest thereon, then this conveyance to be null and void, but should default be made in the payment of 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 incumbrance 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 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 expended in paying insurance, taxes, or other incumbrances, with interest there-

on; 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 therefor, 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 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 29th day of October 19 92.
WITNESSES:

 (Seal)
J. Michael Campbell

(Seal)
(Seal)
(Seal)

STATE OF ALABAMA

General Acknowledgement

Jefferson County

I, the undersigned, Charles L. Sparks, a Notary Public in and for said County in said State, hereby certify that J. Michael Campbell, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance has executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of October 19 92.

Notary Public.

STATE OF
COUNTY OF

Corporate Acknowledgement

I, a Notary Public in and for said County, in said State, hereby certify that whose name as President of a corporation, is signed to the foregoing conveyance, and who is 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, this the day of , 19

Notary Public

Return to Charles L. Sparks
Suite 800, The Galleria Tower
Birmingham, AL 35244

J. Michael Campbell

TO

Corporation For Resource
Development, Inc.

MORTGAGE

Inst # 1992-25861

11/05/1992-25861
11:43 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCD 45.00

This Form Furnished By
ALABAMA TITLE CO., INC.
615 North 21st Street
Birmingham, Alabama