

STATE OF ALABAMA)
COUNTY OF SHELBY)

NOTICE OF VENDOR'S LIEN

COMES NOW G. Randal Latta and Lisa E. Latta of 2517
Elizabeth Drive, ^{Pelham} Birmingham, Alabama 35124, and claim a Vendor's
Lien on the following described property situated in Shelby
County, Alabama, to-wit:

PARCEL I:

Lot 92, according to the survey of Portsouth, Third
Sector, as recorded in Map Book 7, Page 110, in the
Office of the Judge of Probate of Shelby County,
Alabama.

PARCEL II:

Commence at the Southeast corner of Lot 93, according
to the survey of Portsouth, Third Sector, as recorded
in Map Book 7, Page 100 in the Probate Office of Shelby
County, Alabama; thence run Northwesterly along the
East line of said Lot 145.95 feet to the Northeast
corner of said Lot; thence 171 degrees 39 minutes 44
seconds left and run Southeasterly for 137.21 feet to
the South line of said lot; thence 73 degrees 17
minutes 52 seconds left and run Easterly 21.96 feet to
the point of beginning.

Together with all and singular the tenements, hereditaments
and appurtenances thereunto belonging or in anywhere
appertaining.

This claim is based on a promissory note executed by
Christine L. Kemeys in the amount of One Thousand Eight Hundred
Seventy-Eight and 97/100ths (\$1,878.97) Dollars. Said sum was
used to purchase the above-described real estate on August 3,
1993. The original promissory note and settlement statement of
the sale is attached hereto as evidence of said Vendor's Lien.
At the present time, the outstanding principal balance is One
Thousand Three Hundred Seventy-Eight and 97/100ths (\$1,378.97)

Inst # 1993-37553

11/24/1993-37553
10:36 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 21.00

Dollars, plus accrued interest as set forth in the promissory note attached. Interest on the amount of One Thousand Three Hundred Seventy-Eight and 97/100ths (\$1,378.97) Dollars has accrued since August 3, 1993.

On November 23, 1993, the above-stated indebtedness was accelerated due to a default in payment.

IN WITNESS WHEREOF, G. Randal Latta and Lisa E. Latta have set their hands and seals on this 24 day of November, 1993.

G. Randal Latta
G. RANDAL LATTA

Lisa E. Latta
LISA E. LATTA

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that G. Randal Latta and Lisa E. Latta, whose names are signed to the foregoing Notice of Vendor's Lien, and who are known to me, acknowledged before me on this date that, being informed of the contents of the Notice of Vendor's Lien, they executed the same voluntarily on the day same bears date.

Given under my hand and seal of office this 24 day of November, 1993.

Robert S. Phillips
Notary Public
My commission expires: 7/10/94

STATE OF ALABAMA)
SHELBY COUNTY)

PROMISSORY NOTE

Hoover, Alabama

August 3, 1993

\$1,878.97

FOR VALUE RECEIVED, the undersigned, Christine L. Kemeys, (Maker), jointly and severally, promises to pay to the order of G. Randal Latta and Lisa E. Latta, (Payee) at 2517 Elizabeth Drive, Birmingham, Alabama 35124, or upon assignment or transfer of this Note by the Payee, and written notice thereof to the Maker, at such other place as may be designated from time to time by said assignee or transferee, the principal sum of One Thousand Eight Hundred Seventy-Eight and 97/100 (\$1,878.97) Dollars, with interest on the outstanding balance at Four and one-half (4.5) percent per annum.

Terms. Loan payments shall be made in Nineteen (19) equal installments each in the amount of One Hundred and 00/100 (\$100.00) Dollars, commencing on September 3, 1993, and continuing due and payable on the 3rd day of each month and one final payment of principal and interest in the amount of Fifty-two and 17/100 (\$52.17) Dollars which shall be due and payable on April 3, 1995.

Prepayment. The undersigned may at any time prepay any part of this loan without premium or penalty.

Late Charge. In the event Payee, its agent or assignee accepts a late payment after the tenth day of the month in which such payment is due, the Maker agrees to pay a late payment charge equal to five percent of the late amount as compensation for additional collection efforts.

Default. (a) If any deficiency in the payment of any installment under this note is not made good within twenty business days after the same shall have become due, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the Payee.

(b) It is expressly agreed that should any default in the payment as stipulated above of either principal or interest continue for twenty business days after the same shall have become due interest shall accrue on the outstanding principal balance of this note from the date of any default hereunder (so long as such default continues), regardless of whether or not there has been an acceleration of the payment of the principal as set forth herein, at a rate per annum which is ten points in excess of the rate at which interest would have accrued had such default not occurred.

Waivers. Presentment for payment, demand, protest and notice of demand, protest and non-payment are hereby waived by the Maker. The Maker of this Note also waives the benefit of any exemption, valuation or appraisal laws as to this debt. Failure to accelerate the debt evidenced hereby by reason of default in the payment of any installment due or the acceptance of a past due installment, shall not be construed as a waiver of the right of the Payee to thereafter insist upon strict compliance with the terms of the Note without previous notice of such intention being given to the Maker.

Miscellaneous. (a) This note, the indebtedness evidenced hereby and the obligations created hereunder, are made and intended as a contract under, and are to be construed in accordance with, the laws of the State of Alabama.

(b) This note may not be altered, amended or changed orally in any way, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

(c) As used herein, the terms "Payee" and "Maker" shall be deemed to include its respective successors and assigns, whether voluntary by operation of the parties or involuntary by operation of law.

(d) Time is of the essence of this note. In the event this note, or any unpaid part hereof, is collected by or through an attorney at law, the Maker agrees to pay all reasonable cost of collection including reasonable attorney's fees.

IN WITNESS WHEREOF, the Maker has caused this instrument to be properly executed on the date first above written.

CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS DOCUMENT BEFORE SIGNING IT.

MAKER


Christine L. Kemeys

A. SETTLEMENT STATEMENT

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan			
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv. Unins.	6. File Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		R93-684
		7. Loan Number	2018418
8. Mortgage Insurance Case No.#			
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked (P.O.C.) were paid outside the closing; they are shown here for information purposes and are not included in the totals.			
D. Name and Address of Borrower CHRISTINE L. KEMEYS 104 CONCH CIRCLE ALABASTER, ALABAMA 35007		E. Name and Address of Seller G. RANDAL LATTA LISA E. LATTA	
F. Name and Address of Lender SOUTHTRUST MORTGAGE CORPORATION 100 BROOKWOOD PLACE, SUITE 3 BIRMINGHAM, ALABAMA 35209			
G. Property Location 104 CONCH CIRCLE ALABASTER, ALABAMA 35007 LOT 92, PORTSOUTH, 3RD SECTOR		H. Settlement Agent PADEN & HARRIS Place of Settlement 100 CONCOURSE PARKWAY, SUITE 130 BIRMINGHAM, ALABAMA 35244	
		I. Settlement Date 08/03/93	
J. SUMMARY OF BORROWER'S TRANSACTION:		K. SUMMARY OF SELLER'S TRANSACTION:	
100. Gross Amount Due From Borrower		400. Gross Amount Due To Seller	
101. Contract sales price	112,000.00	401. Contract sales price	112,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	2,256.50	403.	
104. ESCROW ACCOUNT BALANCE	769.08	404. ESCROW ACCOUNT BALANCE	769.08
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes 08/03 to 09/30	15.10	406. City/town taxes 08/03 to 09/30	15.10
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	115,040.68	420. GROSS AMOUNT DUE TO SELLER	112,784.18
200. Amounts Paid By or In Behalf of Borrower		500. Reductions In Amount Due To Seller	
201. Deposit or earnest money	500.00	501. Excess Deposit (see instructions)	500.00
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	4.68
203. Existing loan(s) taken subject to	91,114.63	503. Existing loan(s) taken subject to	91,114.63
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206. LOAN	1,878.97	506. LOAN	1,878.97
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 10/01 to 08/03	319.62	511. County taxes 10/01 to 08/03	319.62
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	93,813.22	520. TOTAL REDUCTION AMOUNT DUE SELLER	93,817.90
300. Cash At Settlement From or To Borrower		600. Cash At Settlement To or From Seller	
301. Gross amount due from borrower (line 120)	115,040.68	601. Gross amount due to seller (line 420)	112,784.18
302. Less amounts paid by/for borrower (line 220)	93,813.22	602. Less reduction amount due seller (line 520)	93,817.90
303. CASH FROM BORROWER	21,227.46	603. CASH TO SELLER	18,966.28

IN THE EVENT A RE-PRORATION OF THE TAXES IS NECESSARY WHEN THE TAX BILLS FOR 1993 ARE PREPARED, THE PARTIES AGREE TO HANDLE SAID RE-PRORATION BETWEEN THEMSELVES.

Christine L. Kemeys
CHRISTINE L. KEMEYS Buyer/Borrower

G. Randal Latta
G. RANDAL LATTA Seller
Lisa E. Latta
LISA E. LATTA Seller

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT

PAGE 2

L. SETTLEMENT CHARGES:		FILE NO. #: R93-684	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION based on price \$		@ =		
Division of commission (line 700) as follows:				
701. \$	to			
702. \$	to			
703. Commission paid at Settlement				
704.				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN				
801. Loan Origination Fee	%			
802. Loan Discount	%			
803. Appraisal Fee	to			
804. Credit Report	to			
805. Lender's Inspection Fee	to			
806. Mortgage Application Fee	to			
807. Assumption Fee	to	SOUTHTRUST MORTGAGE	125.00	
808. ESCROW SHORTAGE		SOUTHTRUST MORTGAGE		4.68
809. AUGUST, 1993 PAYMENT		SOUTHTRUST MORTGAGE	906.00	
810.				
811.				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Interest from	to	@ \$ /day		
902. Mortgage Insurance Premium for	to			
903. Hazard Insurance Premium for	1 yrs	to J.R. PREWITT & ASSOC.	473.00	
904.				
905.				
1000. RESERVES DEPOSITED WITH LENDER FOR				
1001. Hazard Insurance	mo. @ \$	/mo.		
1002. Mortgage Insurance	mo. @ \$	/mo.		
1003. City Property Taxes	mo. @ \$	/mo.		
1004. County Property Taxes	mo. @ \$	/mo.		
1005. Annual Assessments	mo. @ \$	/mo.		
1006.	mo. @ \$	/mo.		
1007.	mo. @ \$	/mo.		
1008.	mo. @ \$	/mo.		
1100. TITLE CHARGES				
1101. Settlement or closing fee	to	PADEN & HARRIS	350.00	
1102. Abstract or title search	to			
1103. Title examination	to			
1104. Title insurance binder	to			
1105. Document Preparation	to			
1106. Notary Fees	to			
1107. Attorney's fees	to			
(Includes above items No:)				
1108. Title insurance	to	LAND TITLE COMPANY	342.00	
(includes above items No:)				
1109. Lender's coverage \$	----			
1110. Owner's coverage \$	112,000.00	---- 342.00		
1111. COURIER FEE		PADEN & HARRIS	25.00	
1112				
1113				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES Inst # 1993-37553				
1201. Recording Fees:	Deed \$ 14.50; Mortgage \$; Releases \$	14.50	
1202. City/county tax/stamps:	Deed \$; Mortgage \$		
1203. State Tax/stamps:	Deed \$ 21.00; Mortgage \$		21.00	
1204				
1205				
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey	to			
1302. Pest inspection	to			
1303				
1304				
1305				
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103 and 502, Sections J and K)			2,256.50	4.68

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Christine L. Kemeys
CHRISTINE L. KEMEYS Buyer/Borrower

G. Randal Latta
G. RANDAL LATTA Seller

[Signature]
Buyer/Borrower

Lisa E. Latta
LISA E. LATTA Seller

[Signature]
PADEN & HARRIS
Settlement Agent

Date

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 US Code Section 1001 and Section 1010.