Eastern Office (206) 833-1571 FAX 833-1577 Riverchase Office (205) 988-5600 FAX 988-5905

This instrument was prepared by:

(Name) COURTNEY MASON & ASSOCIATES, PC

(Address) 1904 INDIAN LAKE DRIVE, SUITE 100

BIRMINGHAM, ALABAMA 35244

MORTGAGE

STATE OF ALABAMA

SHELBY COUNT

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

EDWIN B. LUMPKIN, JR., A MARRIED MAN (hereinaster called "Mortgagors", whether one or more) are justly indebted to

CRESTWOOD HOMES, INC.

(hereinaster called "Mortgagee", whether one or more), in the sum of ONE HUNDRED EIGHTY SEVEN THOUSAND FIVE HUNDRED AND NO/100THS

(\$ 187,500.00), evidenced by A PROMISSORY NOTE OF EVEN DATE

Inst # 1995-15139

U6/U9/1995-15139 11:21 AM CERTIFIED SHELDY COUNTY JUDGE OF PROBATE ONS SHA 294.75

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,

EDWIN B. LUMPKIN, JR., A MARRIED MAN

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in

SEE LEGAL DESCRIPTION ATTACHED AT EXHIBIT "A"

THE PROCEEDS OF THIS LOAN HAVE BEEN APPLIED ON THE PURCHASE PRICE OF THE HEREIN DESCRIBED PROPERTY.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY THE MORTGAGOR AS DEFINED BY THE CODE OF ALABAMA.

Mortgagors also agree to provide Mortgagee with a copy of a paid receipt of the property taxes every year prior to December 15.

This mortgage obligation cannot be assumed without the prior approval by the mortgage holder. Said approval must be obtained in writing prior to the assumption of this mortgage. If the property which is the subject of this mortgage and note executed simultaneously herewith is transferred without the mortgage holder's prior approval as specified above, the mortgagee has the option to declare the entire balance of the indebtedness due and payable. THE MORTGAGEE MAY CHOOSE NOT TO ALLOW THIS LOAN TO BE ASSUMED.

Mortgage has agreed by contract to give a partial release of property of mortgagors choosing upon payment of \$1.00 per square foot paid in equity by Mortgagor to Mortgagee

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

To Have and to Hold the above granted property unto the said Mortgagee, Mortgagee'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 sums 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 the 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 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, for the division thereof) where said property is located, at public outery, 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 not have fully matured at the date of said sale, but no interest shall he 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 hemby secured.

have hereunto set	signature		nd seal, this	1st day of JUNE Edwin F. Lunch			10	•	. 19 95	
			-	EDWIN B.	LUMPKI	N, JR.	a fa			EALI
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THE STATE of	ALABAMA	,								
:	SHELBY (COUNTY }		~~						
I. COURTNEY	H. MASON, JR.			, a	Notary P	ublic in a	and for s	aid Coun	ity, in said	state.
hereby certify tha	t EDWIN B. LU	MPKIN, JR	, A MAF						3 ,	
Given under m	signed to the forego the contents of the y hand and official s COURTNEY H. MAS MY COMMISSION E	cal this	IST COURT	day of	JUNE ASON, J	ily on th	e day the	same b	ears date, 19 9: Notary P	5 .
				NET H. P	ASON, J.	<u>, , , , , , , , , , , , , , , , , , , </u>	- 1- <u> </u>		<u> </u>	
THE STATE of	CO	UNTY }	·							
I,		,		•	Notary P	ublic is	and for a	aid agus	ty, in said :	
hereby certify tha	t			•	i ivotaty i	aone m	anu 101 S	aid Coun	ty, in said (State,
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is signed to the	the contents of such	ence, and we conveyance, h	ho is kn e, as such	officer and	ne acknowith full a	wiedged uthority,	before executed	me on the same	, a corpora this day, e voluntaril	that y for
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and as the act of	said corporation. y hand and official s								Notary P	ublic
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Recording Fee

Return to:

STATE OF ALA

COUNTY OF

Parcel I:

Part of the NW 1/4 of the NE 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows: From the Southwest corner of said NW 1/4 of NE 1/4 run in a Northerly direction along the west line of said 1/4 1/4 Section for a distance of 214.0 feet to an existing iron pin being the point of beginning; thence continue in a northerly direction along the west line of said 1/4 1/4 section for a measured distance of 580.57 feet to an existing iron pin; thence turn an angle to the right of 112 deg. 44 min. 05 sec. and run in a southeasterly direction for a distance of 197.24 feet to an existing iron pin being on the west right of way line of Chandalar Place Drive and being on a curve; said curve being concave in a southeasterly direction and having a central angle of 9 deg. 41 min. 16 sec. and a measured radius of 628.78 feet; thence turn an angle to the right (82 deg. 07 min. 21 sec. to the chord of said curve) and run in a southwesterly direction along the west right of way line of said Chandalar Place Drive for a distance of 106.32 feet to the point ending of said curve; thence continue in a southwesterly direction along the

west right of way line of said Chandalar Place Drive for a distance of 359.77 feet to the point of beginning of a new curve; said new curve being concave in an easterly direction and having a central angle of 21 deg. 17 min. 38 sec. and a radius of 65.0 feet; thence turn an angle to the left and run along the arc of said curve and along the west right of way line of said Chandalar Place Drive for a distance of 24.16 feet to an existing iron pin; thence turn an angle to the right (76 deg. 25 min. 10 sec. from the chord of last mentioned curve) and run in a southwesterly direction for a distance of 95.31 feet, more or less, to the point of beginning; being situated in Shelby County. Alabama.

Parcel II Part of the NW 1/4 of the NE 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the Southwest corner of said NW 1/4 of NE 1/4 run in a northerly direction along the west line of said 1/4 1/4 Section for a distance of 214.0 feet to an existing iron pin; thence turn an angle to the right of 75 deg. 47 min. 31 sec. and run in a northeasterly direction for a distance of 95.31 feet to an existing iron pin; thence turn an angle to the left of 76 deg. 25 min. 10 sec. and run in a northerly direction for a distance of 24.02 feet to an existing iron pin; thence turn an angle to the right of 100 deg. 38 min. 49 sec. and run in a southeasterly direction for a distance of 50.0 feet to an existing iron pin and being on the east right of way line of Chandalar Place Drive and being the point of beginning; thence turn an angle to the left of 90 deg. 00 min. and run in a northeasterly direction, along the east right of way line of Chandalar Place Drive for a measured distance of 359.77 feet, to an existing iron pin and being the point of beginning of a curve; said curve being concave in a southeasterly direction and co having a central angle of 18 deg. 48 min. 30 sec. and a radius of 578.78 feet; thence turn an angle to the right and run in a Quortheasterly direction along the east right of way line of Chandalar TPlace Drive and along the arc of said curve for a distance of 189.99 Effect to the point of ending of said curve; thence continue in a mortheasterly direction along a line tangent to the end of said curve Wand along the east right of way line of Chandalar Place Drive for a measured distance of 412.58 feet to an existing iron pin; thence turn An angle to the right of 75 deg. 39 min. and run in a southeasterly Mirection for a distance of 125.04 feet to an existing iron pin; thence Yurn an angle to the left of 82 deg. 12 min. 28 sec. and run in a Northeasterly direction for a measured distance of 186.33 feet to an existing iron pin; thence turn an angle to the right of 167 deg. 04 min. 50 sec. and run in a southerly direction for a distance of 294.08 feet to an existing iron pin; thence turn an angle to the right of 12 deg. 24 min. 58 sec. and run in a southwesterly direction for a measured distance of 836.75 feet to an existing iron pin being on the north right of way line of Chandalar Place Drive; thence turn an angle

to the right of 73 deg. 55 min. 54 sec. and run in a westerly direction along the north right of way line of said Chandalar Place Drive for a measured distance of 145.48 feet to a point of curve; said curve being concave in a northeasterly direction and having a central angle of 94 deg. 20 min. and a radius of 15.0 feet; thence turn an angle to the right and run along the arc of said curve for a distance of 24.70 feet, more or less, to the point of beginning; being situated in Shelby

County, Alabama 13/