

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

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

EDWIN B. LUMPKIN, JR., A MARRIED MAN

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

CRESTWOOD HOMES, INC.

(hereinafter 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

Dollars

Inst # 1995-15139

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SHELBY COUNTY JUDGE OF PROBATE
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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 SHELBY County, State of Alabama, to wit:

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.

Mortgagee 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

EAL

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

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, (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.

EDWIN B. LUMPKIN, JR. (SEAL)

Notary Public

EASTERN OFFICE
2113 Gadsden Highway, Suite 227
Birmingham, Alabama 35235
(205) 833-1571

"EXHIBIT A"

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 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 northeasterly direction along the east right of way line of Chandalar Place Drive and along the arc of said curve for a distance of 189.99 feet to the point of ending of said curve; thence continue in a northeasterly direction along a line tangent to the end of said curve and 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 direction for a distance of 125.04 feet to an existing iron pin; thence turn 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.

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