

THIS INSTRUMENT PREPARED BY: Thomas J. Thornton
1119 Willow Run Road
Birmingham, Alabama 35209

STATE OF ALABAMA
SHELBY COUNTY

PURCHASE MONEY MORTGAGE

THIS MORTGAGE, made this 18th day MARCH, 1997, by and between Carter Homebuilders, Inc. (the "Mortgagor") having its principal office in Shelby County, Alabama and Weatherly Lands, L.L.C., an Alabama Limited Liability Company (the "Mortgagee").

Whereas, the Mortgagor is justly indebted to the Mortgagee in the sum of Nine Hundred Thirty Five Thousand and 00/100 Dollars (\$935,000.00) according to the terms of that certain Warranty Deed, of even date herewith (the "Deed"),

Whereas it is desired by the undersigned to secure the prompt payment of said indebtedness 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, do hereby grant, bargain, sell and convey unto the said Mortgagee, the following described real property situated in Shelby County, Alabama, ("Premises") to-wit:

Lots 566 through 580 inclusive (a total of 15 lots); Lots 522 through 548 inclusive (a total of 27 lots); Lots 595 through 604 inclusive (a total of 10 lots), and Lots 519 through 521 inclusive (a total of 3 lots), according to the Survey of Weatherly, Aberdeen, Sector 18, as recorded in Map Book 21, Page 148, in the Probate Office of Shelby County, Alabama.

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 all amounts so expended by said Mortgagee for taxes or assessments, shall become a debt to said Mortgagee, additional to the debt hereby specially secured, and shall be covered by this mortgage, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburse said Mortgagee for any amounts Mortgagee may have expended for taxes or assessments, then this conveyance shall 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, remain unpaid at maturity, then 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 sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Courthouse door in said County, at public outcry, 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 expend in paying taxes or other incumbrances; 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; 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 the 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.

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.

To the extent permitted by law, Mortgagor will not, after any such final sale or sales, claim or exercise any right under any statute or otherwise, to the extent that such may be waived, to redeem the property so sold or any part thereof; and Mortgagor hereby expressly waives all benefits or advantages of any such law or laws, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to Mortgagee, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

IN WITNESS WHEREOF, I, in my capacity, and with full authority to do so, as _____, of Carter Homebuilders, Inc. have hereunto set my hand and seal on this the _____, day of _____, 1997.

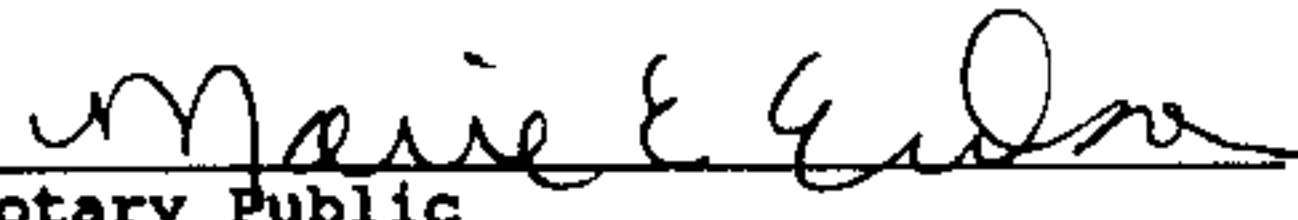
CARTER HOMEBUILDERS, INC.


by: Kerry Carter (Seal)
Its: President

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Kerry Carter, _____ of Carter Homebuilders, Inc., and 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 Mortgage he, with full authority to do so, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 18th day of MARCH, 1997.


Notary Public

My Commission Expires July 8, 1997
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
My Commission Expires July 8, 1997
I have filed this Notary Public Statement

Mortgagor

Inst # 1997-08304

03/18/1997-08304
01:24 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 NCS 1413.30