

This instrument was prepared by

(Name) SouthFirst Mortgage, Inc.  
3055 Lorna Road, #100  
(Address) Birmingham, Alabama 35216

MORTGAGE- MAGIC CITY TITLE COMPANY, INC., BIRMINGHAM, ALABAMA

STATE OF ALABAMA } KNOW ALL MEN BY THESE PRESENTS: That Whereas,  
COUNTY Jefferson } KENCAR DEVELOPMENT, INC.

(hereinafter called "Mortgagors", whether one or more) are justly indebted, to  
SOUTHFIRST MORTGAGE, INC.

(hereinafter called "Mortgagee", whether one or more), in the sum  
of FIFTY-EIGHT THOUSAND FOUR HUNDRED AND 00/100\*\*\*\*\* Dollars  
(\$58,400.00 ), evidenced by one promissory note of even date herewith, bearing  
interest from date and at the rate therein provided and which said indebtedness is  
payable in the manner as provided in said note, and the said note forming a part of  
this instrument.

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,  
KENCAR DEVELOPMENT, INC.

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:

LOT 37, ACCORDING TO THE SURVEY OF KINGWOOD TOWNHOMES, PHASE ONE, AS RECORDED  
IN MAP BOOK 9, PAGE 18, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Inst # 2002-16856

04/11/2002-16856  
08:59 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MSB 101.60


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 sum 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 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 said 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.

have hereunto set                      signature                      and seal, this 1st                      day of April                      , 2002

..... KENCAR DEVELOPMENT, INC. .... (SEAL)

.....  ..... (SEAL)

..... Kenneth Carter, President ..... (SEAL)

..... (SEAL)

COUNTY

whose name            signed to the foregoing conveyance, and who            known to me acknowledged before me on this day,  
that being informed of the contents of the conveyance            executed the same voluntarily on the day the same bears date.  
Given under my hand and official seal this            day of            , 19  
Notary Public.

**COUNTY**

whose name as President of KenCar Development, Inc. 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 such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

My Commission Expires: 02-25-05

# MORTGAGE DEED

04/11/2002-16856  
00:59 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MSB 101.60

**This form furnished by**

**MAGIC CITY TITLE CO., INC.**  
**BIRMINGHAM, ALABAMA**

LT006

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