

This Instrument Prepared by:  
Robert McNearney  
2870 Old Rocky Ridge Road  
Suite 160  
Birmingham, AL 35243

Property Address: 413 Thornberry Circle, Birmingham, AL 35242

## **PURCHASE MONEY MORTGAGE**

STATE OF ALABAMA  
COUNTY OF SHELBY

**KNOW ALL MEN BY THESE PRESENTS:** That whereas, **Kim Thuy Do and Kim Thai Do**, a married couple (hereinafter called "Mortgagors", whether one or more) are justly indebted to **Loan Huynh and Phung Huynh**, and/or its nominee(s) or assignee(s) (hereinafter called "Mortgagee", whether one or more, in the sum of **FOUR HUNDRED FIFTEEN THOUSAND DOLLARS AND 00/100 (415,000.00)** dollars evidenced by a real estate mortgage note executed simultaneously herewith.

And Whereas, Mortgagors agreed, in incurring and indebtedness, that this mortgage should be given to secure the prompt payment thereof.

**NOW THEREFORE**, in consideration of the premises, said Mortgagors **Kim Thuy Do and Kim Thai Do**, and all others executing this mortgage, do hereby grant, bargain, sell and convey onto the Mortgagee, the following described real estate situated in Shelby, Alabama, to-wit:

***FOR PROPERTY DESCRIPTION SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF***

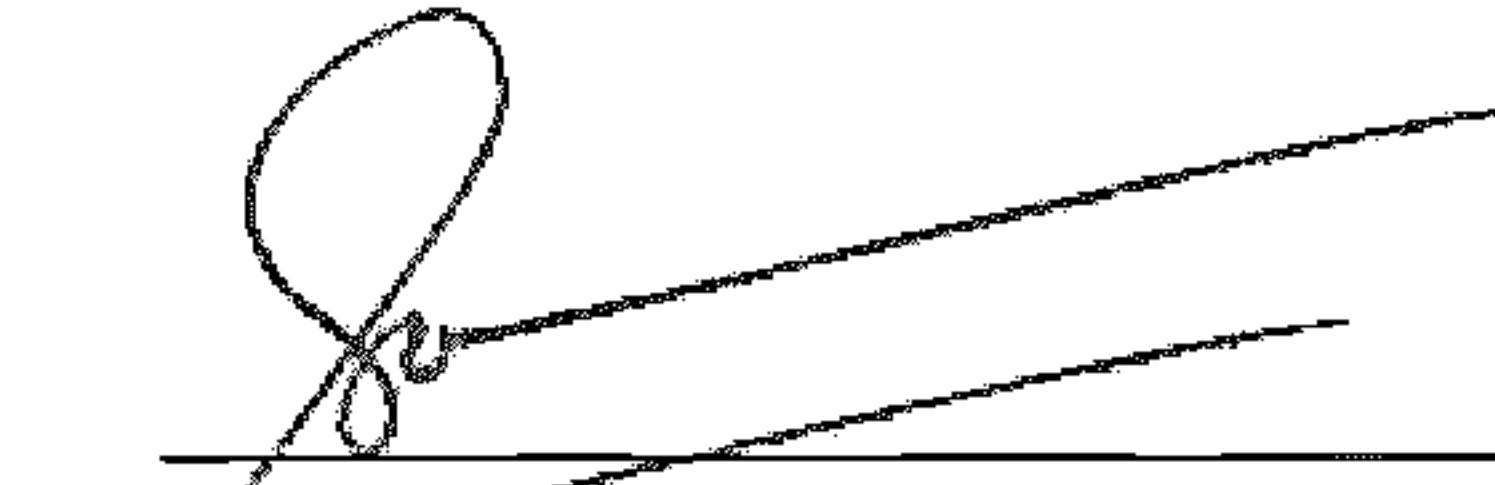
Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

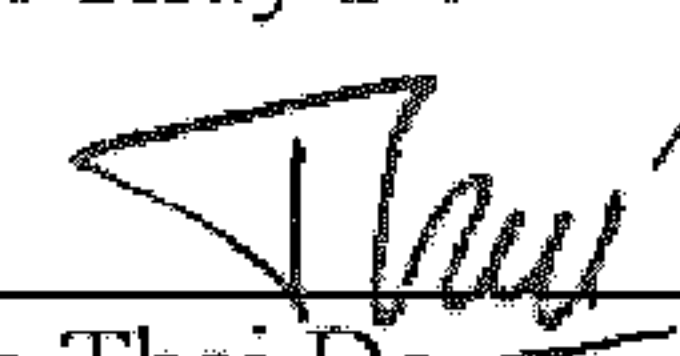
**To Have and To Hold** the above granted property unto the said Mortgagee, Mortgagee's successors, heirs and assigns forever; and for purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should 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 but at least (\$415,000.00), in a company 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, as 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, addition 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 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 cases 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 and said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front the Courthouse 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 for sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment for 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.

**IN WITNESS WHEREOF THE UNDERSIGNED**, Kim Thuy Do and Kim Thai Do have hereunto set his/her/their signature(s) and seal(s), this 31st day of January, 2025.


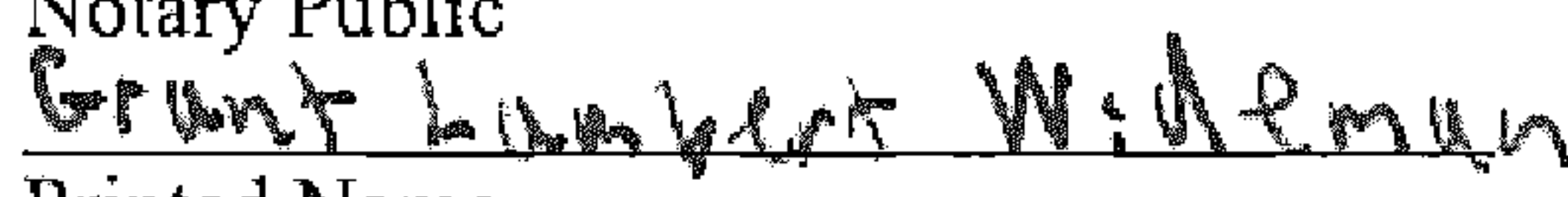
  
\_\_\_\_\_  
Kim Thuy Do

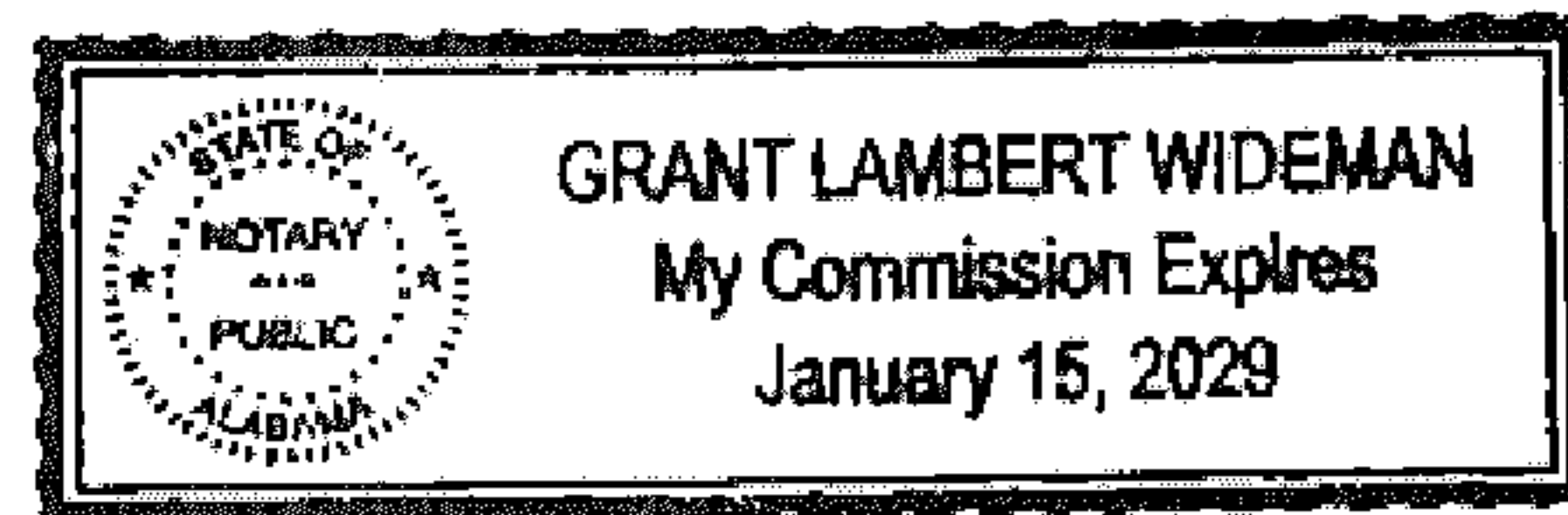
  
\_\_\_\_\_  
Kim Thai Do

State of Alabama  
County of Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Kim Thuy Do and Kim Thai Do**, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of January, 2025.

  
\_\_\_\_\_  
Notary Public  
  
\_\_\_\_\_  
Printed Name  
My Commission Expires: 1/15/2029



## Exhibit A

Property 1:

Lot 40, according to the Survey of the Glen at Greystone, Sector Three, as recorded in Map Book 16, Page 79 in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
02/04/2025 09:11:48 AM  
\$653.50 BRITTANI  
20250204000033530

*Allen S. Bayl*

Mortgage (AL)