

This instrument was prepared by

(Name) Onnie Dickerson, III, Attorney

(Address) 680 Olde Town Road, Birmingham, Alabama 35216

MORTGAGE- LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA  
COUNTY Jefferson

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

STEVEN SCHENCKER a single man and ANIDA SCHENCKER, a single woman  
(hereinafter called "Mortgagors", whether one or more) are justly indebted, to  
MARGARET B. MICKLE, a married woman

(hereinafter called "Mortgages", whether one or more), in the sum  
of SEVEN THOUSAND, FIVE HUNDRED, FIVE HUNDRED AND No/100 (\$7,500.)----- Dollars  
(\$ 7,500.00 ), evidenced by their promissory note of even date herewith, payable according  
to the terms and conditions of said note, except that the final installment of principal  
and interest then due shall be due and payable on April 1, 2003, if not sooner paid.

The indebtedness secured by this mortgage may be prepaid in whole or in part at any time  
without a prepayment penalty.

The indebtedness secured hereby cannot be assumed without the prior written consent of the  
holder of the note, subject to the credit approval of any potential purchaser.

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

BOOK 182 PAGE 706

NOW THEREFORE, in consideration of the premises, said Mortgagors, STEVEN SCHENCKER, a single man and  
ANIDA SCHENCKER, a single woman

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgages the following described  
real estate, situated in Shelby County, State of Alabama, to-wit:

A parcel of land located in the Southeast 1/4 of the Northwest 1/4 of Section 16, Township 19  
19 South, Range 1 West, Shelby County, Alabama, and more particularly described as follows:  
Commence at the Southwest corner of the said 1/4 - 1/4 section and run East 663.92 feet; thence  
turn 50 degrees 28 minutes left for a distance of 105.0 feet; thence turn left 112 degrees,  
28 minutes for a distance of 292.4 feet to the point of beginning; thence turn right 115  
degrees, 37 minutes for a distance of 264 feet; thence turn left 108 degrees, 42 minutes,  
35 seconds and run Northwest 239.16 feet; thence turn left 113 degrees, 52 minutes for a  
distance of 210 feet; thence turn left 26 degrees, 06 minutes, 34 seconds for a distance  
of 90.23 feet to the point of beginning.

SUBJECT TO: (1) Taxes for the current year 1988 and subsequent years. (2) Easements,  
restrictions, reservations, rights of way, limitations, covenants and conditions of record,  
if any. (3) Mortgage in favor of Citizens Federal Savings Bank, dated 9-11-87, and recorded  
in Real Book 151, Page 263, in said Probate Office. (4) Wrap-around Mortgage from Steven  
Schencker, a single man and Anida Schencker, a single woman to Margaret B. Mickle, in the  
amount of \$21,000.00 being recorded simultaneously herewith.

This Mortgage is second, junior and subordinate to the mortgage being recorded simultaneous-  
ly herewith as recited hereinabove, which mortgage is a wrap-around mortgage on the exist-  
ing first mortgage loan. Both the original mortgage and the wrap-around mortgage are  
primary liens, to which this mortgage is junior and subordinate.

This is a purchase money mortgage.

Mortgagee reserves the right to transfer and/or sell this mortgage at any time.

This mortgage cannot be wrapped.

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 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.

IN WITNESS WHEREOF the undersigned Steven Schencker, a single man and Anida Schencker, a single woman have hereunto set our signature and seal, this 31st day of March, 1988.

*Steven Schencker* (SEAL)  
 STEVEN SCHENCKER (SEAL)  
*Anida Schencker* (SEAL)  
 ANIDA SCHENCKER (SEAL)

BOOK 182 PAGE 707

THE STATE of Alabama }  
 Jefferson COUNTY }

I, The Undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Steven Schencker and Anida Schencker

whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of March, 1988.  
*Ormie D. Dickerson* Notary Public.

THE STATE of \_\_\_\_\_ }  
 \_\_\_\_\_ COUNTY }

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that

whose name as \_\_\_\_\_ of 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.

Given under my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, Notary Public

Return to:  
*Ormie Dickerson*  
 680 Old Towne Road  
 B'ham, Al. 35216

TO

MORTGAGE DEED

STATE OF ALA. SHELBY CO.  
 I CERTIFY THIS INSTRUMENT WAS FILED

88 MAY -4 AM 9:37

*Thomas A. Bowden, Jr.*  
 JUDGE OF PROBATE

1. Deed Tax \$ \_\_\_\_\_  
 2. Mtg. Tax 11.25  
 3. Recording Fee 5.00  
 4. Indexing Fee 1.00  
 TOTAL 17.25

This form furnished by

LAND TITLE COMPANY OF ALABAMA  
 317 NORTH 20th STREET  
 BIRMINGHAM, ALABAMA 35203