

This instrument was prepared by

(Name) Davenport Companies  
One Riverchase Office

(Address) Plaza, Suite 200  
Birmingham, Alabama 35244



**Alabama Title, Inc.**  
Highway 31 South at Valleydale Road  
P. O. Box 689  
Pelham, Alabama 35124  
Telephone 988-5600



AGENT FOR  
**ST. PAUL TITLE**

449

**MORTGAGE-**

STATE OF ALABAMA

SHELBY COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Phillip C. Benefield and wife, Mary E. Benefield

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

Riverchase Town Homes II, Ltd., an Alabama Limited Partnership

(hereinafter called "Mortgagee", whether one or more), in the sum

of Twelve Thousand Five Hundred and no/100-----Dollars

(\$ 12,500.00 ), evidenced by Promissory Note dated September 20, 1982,  
(herein "Note"), providing semi-annual installments for 2 years in the  
amount of \$937.50 interest only. On September 20, 1984 payment in full  
of the entire principal balance of \$12,500.00 plus interest payment  
will be due and payable.

BOOK 426 PAGE 449

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,

Phillip C. Benefield and wife, Mary E. Benefield

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:

Part of Lot 48, Davenport's Addition to Riverchase West Sector 4, as  
recorded in the Office of the Judge of Probate, Shelby County, Alabama,  
in map book 8, page 64, being more particularly described as follows:  
Beginning at the most easterly corner of said Lot 48, run in a south  
westerly direction along the east line of said Lot 48 which is the west  
right of way line of Mountain Laurel Lane for a distance of 14.16 feet  
to a point of curve; said curve being concave in a southeasterly direction  
and having a radius of 280.00 feet; thence turn an angle to the left and  
run southwesterly along the arc of said curve for a distance of 20.04  
feet; thence turn an angle to the right (92° 33' 22" from chord of said  
20.04 arc) and run in a northwesterly direction for a distance of 199.47  
feet to the northwest corner of said lot 48; thence turn an angle to the  
right of 132° 45' 33" and run northeasterly along the north line of said  
Lot 48 for a distance of 44.96 feet to the most northerly corner of said  
Lot 48; thence turn an angle to the right of 46° 50' 43" and run in a  
southeasterly direction along the northeast line of said Lot 48 for a  
distance of 167.93 feet to the point of beginning.

Subject to easements and restrictions of record.

This is a second mortgage given subordinate to that first mortgage  
of even date recorded in Volume \_\_\_\_\_, page \_\_\_\_\_.

**KENNETH D. WALLIS**  
ATTORNEY AT LAW  
SUITE 107 COLONIAL CENTER  
1009 MONTGOMERY HIGHWAY SOUTH  
VESTAVIA HILLS, ALABAMA 35216

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

See assign Muehl 52 pg 426 (9-2-83)

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 Mortgagee 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 publication of the premises hereby conveyed, and 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

have hereunto set our signature and seal, this

20th day of September, 19 82

My Tax 18.75  
Doc 3.00  
Jud 1.00  
22.75

1982 JAN 14 AM 8:16

Phillip C. Benefield (SEAL)  
Mary E. Benefield (SEAL)  
Mary E. Benefield (SEAL)  
(SEAL)

THE STATE of  
SHELBY

COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Phillip C. Benefield & wife, Mary E. Benefield

whose name are signed to the foregoing conveyance, and who are known to me, they 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 20th day of September

THE STATE of

COUNTY

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

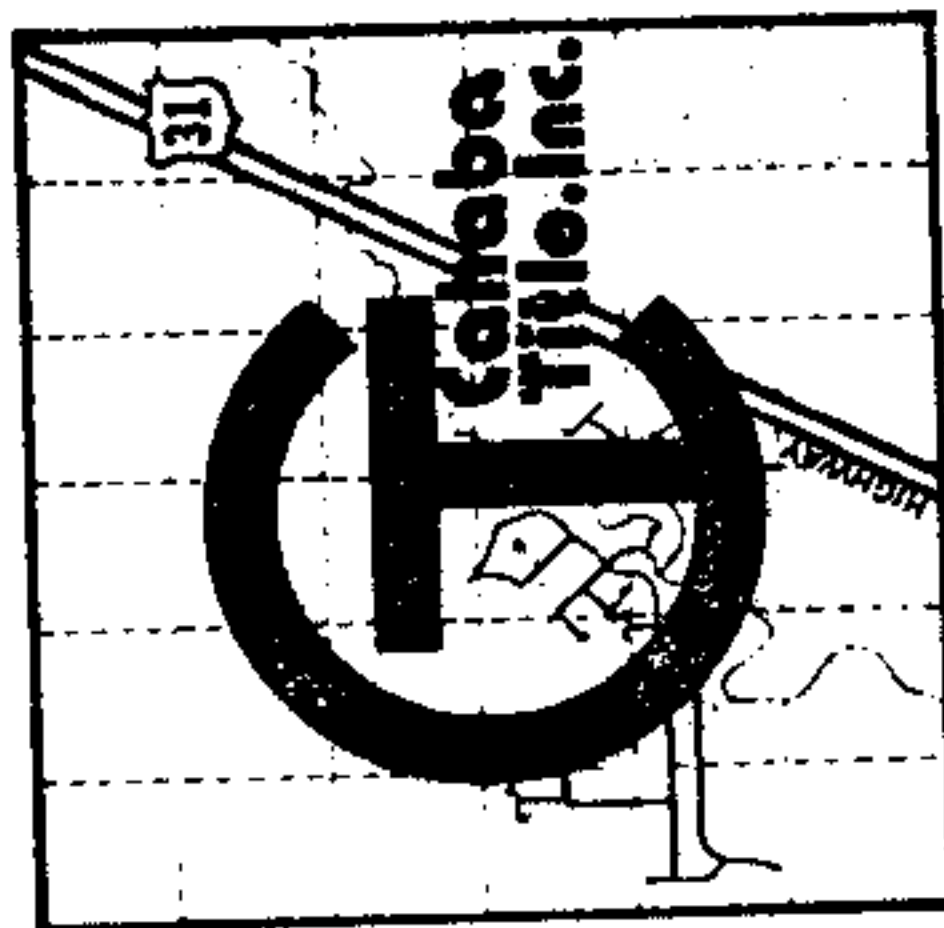
whose name as a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the day of 19

Notary Public

Wallis & Jones  
Attorneys at Law  
Suite 107 Colonial Center  
1009 Montgomery Hwy., South  
Vestavia Hills, Alabama  
Phillip C. Benefield and 35216  
Mary E. Benefield  
TO  
Purchase Town Homes II, Ltd., an  
Alabama Limited Partnership

MORTGAGE DEED



Recording Fee \$  
Deed Tax \$

This form furnished by

Cahaba Title, Inc.

Highway 31 South at Valleydale Road

P O Box 689

Pelham, Alabama 35124

Telephone 988-5600