

This instrument was prepared by

(Name) Davenport Companies
One Riverchase Office
(Address) Plaza, Suite 200
Birmingham, Alabama 35244



This Form furnished by:

Cahaba Title, Inc.

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



AGENT FOR

ST. PAUL TITLE

MORTGAGE-

733

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.

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 Book 423, page 422.

This mortgage is being rerecorded in reflect the Book & Page of the
First Mortgage.

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 Original Note BK 52, pg 426-427 (9-2-83)
BOOK 426 PAGE 449
BOOK 426 PAGE 690

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 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 at Mortgagee, agents or assigns' own 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

Mo Tax 18.75
 Deed 3.00
 Jud 1.00
 22.75

1983 JAN 14 AM 8:16

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

Notary Public
 Notary Public
 Exp. 4/30/83
 STATE OF ALABAMA

THE STATE of SHELBY COUNTY

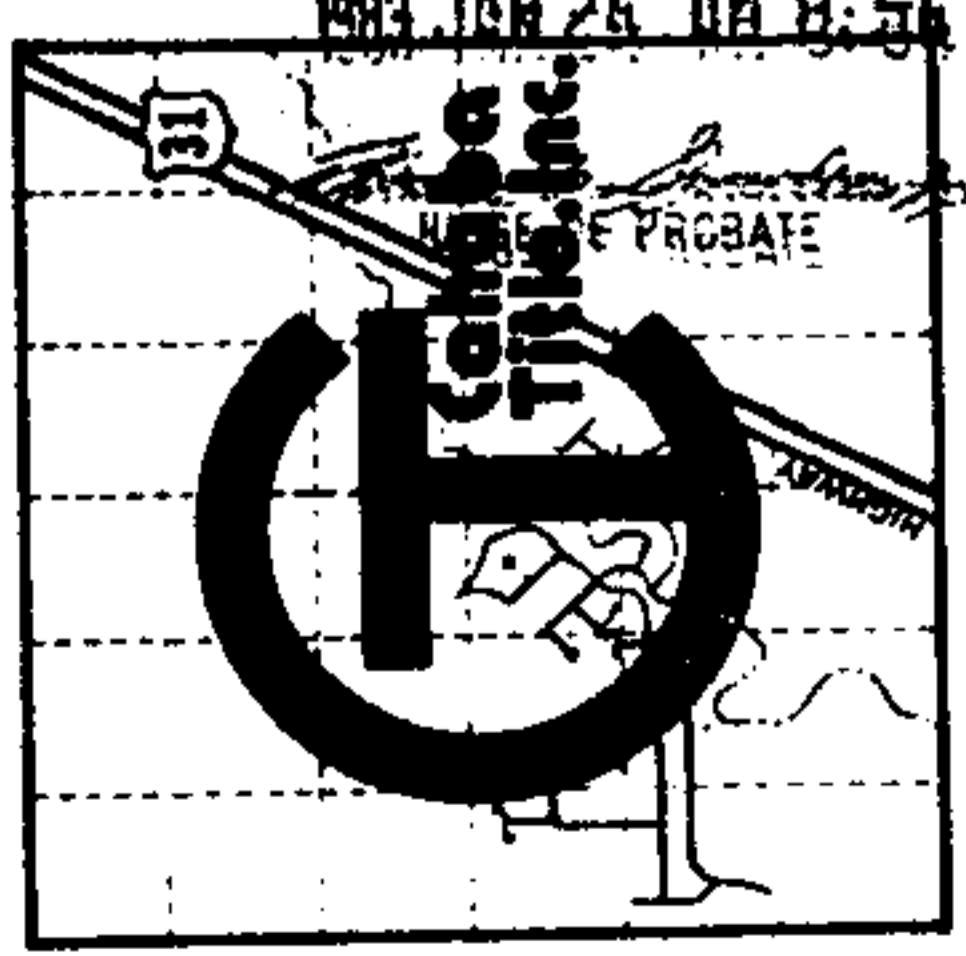
I, a Notary Public in and for said County, in said State, hereby certify that

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 _____

Return to:
 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
 Riverchase Town Homes II, Ltd., an
 Alabama Limited Partnership

MORTGAGE DEED



STATE OF ALA. SHELBY CO.
 INSTRUMENT WAS FILED
 Re-Recorded
 1983 JAN 26 AM 8:54

Dec 3.00
 Jud 1.00
 4.00

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