

1808
This within Mortgage is a second mortgage subordinate to that certain prior mortgage in favor of James A. Grant and Diane G. Grant, as recorded in Real Volume 106, Page 988, in the office of the Judge of Probate of Shelby County, Alabama; but this Mortgage is subordinate to said prior mortgage only to the extent of the current balance now due on the debt secured by said prior mortgage. The within Mortgage will not be subordinated to any advances secured by the above-described prior mortgage, if said advances are made after the date of the within Mortgage. Mortgagor hereby agrees not to increase the balance owed that is secured by said prior mortgage. In the event the Mortgagor should fail to make any payments which become due on said prior mortgage, or should default in any of the other terms, provisions and conditions of said prior mortgage occur, then such default under the prior mortgage shall constitute a

This Instrument Prepared By:
Karl B. Friedman, Esq.
SIROTE & PERMUTT, P.C.
P.O. Box 55727
Birmingham, Alabama 35255

MORTGAGE

STATE OF ALABAMA
SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS:

THIS MORTGAGE, is made and entered into on this 1 day of August, 1990, by and between the undersigned, STEVE KUPFERMAN, a married man (hereinafter referred to as "Mortgagor") and IRWIN KUPFERMAN (hereinafter referred to as "Mortgagee"); to secure the payment of Thirty Thousand and No/100 Dollars (\$30,000.00) as evidenced by a Promissory Note of even date herewith and payable according to the terms of said Note.

NOW, THEREFORE, in consideration of the premises, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate situated in Jefferson County, State of Alabama, to-wit:

That certain real estate which is bounded and described as set forth on Exhibit "A" attached hereto and made a part hereof by reference and incorporation, and all improvements located thereon, including, but not limited to, one used 1976 Pacesetter 70x14 Mobile Home, Serial Number 0128 (hereinafter collectively sometimes referred to as the "real estate").

Together with all and singular the rights, privileges, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining;

The real property conveyed herein does not constitute the homestead of the Mortgagor.

TO HAVE AND TO HOLD FOREVER, unto the said Mortgagee, Mortgagee's successors, heirs and assigns.

The above-described property is warranted free from all encumbrances and against adverse claims, except as stated herein.

The within Mortgage is a second Mortgage and is subordinate to that certain prior mortgage in favor of James A. Grant and Diane G. Grant, as recorded in Real Volume 106, Page 988, in the office of the Judge of Probate of Shelby County, Alabama; but this Mortgage is subordinate to said prior mortgage only to the extent of the current balance now due on the debt secured by said prior mortgage. The within Mortgage will not be subordinated to any advances secured by the above-described prior mortgage, if said advances are made after the date of the within Mortgage. Mortgagor hereby agrees not to increase the balance owed that is secured by said prior mortgage. In the event the Mortgagor should fail to make any payments which become due on said prior mortgage, or should default in any of the other terms, provisions and conditions of said prior mortgage occur, then such default under the prior mortgage shall constitute a

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default under the terms and provisions of the within Mortgage, and the Mortgagee herein may, at Mortgagee's option, declare the entire indebtedness due hereunder immediately due and payable and the within Mortgage subject to foreclosure. Failure to exercise this option shall not constitute a waiver of the right to exercise same in the event of any subsequent default. The Mortgagee herein may, at Mortgagee's option, make on behalf of Mortgagor any such payments which become due on said prior mortgage, or incur any such expenses or obligations on behalf of Mortgagor, in connection with the said prior mortgage, in order to prevent the foreclosure of said prior mortgage, and all such amounts so expended by Mortgagee on behalf of Mortgagor shall become a debt to Mortgagee, or Mortgagee's assigns additional to the debt hereby secured, and shall be covered by this Mortgage, and shall bear interest from date of payment by Mortgagee, or Mortgagee's assigns, at the same interest rate as the indebtedness secured hereby and shall entitle the Mortgagee to all of the rights and remedies provided herein, including at Mortgagee's option, the right to foreclose this Mortgage.

For the purpose of further securing the payment of the indebtedness, the Mortgagor agrees to pay all taxes or assessments when imposed legally upon the real estate, and should default be made in the payment of same, the Mortgagee may at Mortgagee's option pay off the same; and to further secure the indebtedness, Mortgagor agrees to keep the improvements on the 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 Mortgagee as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if the undersigned fails to keep the property insured as above specified, or fails to deliver said insurance policies to Mortgagee, then Mortgagee, or Mortgagee's assigns, may at Mortgagee's option insure the real estate for said sum, for Mortgagee's own benefit, the policy if collected to be credited on the indebtedness, less cost of collecting same. All amounts so expended by Mortgagee for taxes, assessments or insurance, shall become a debt to Mortgagee or Mortgagee's assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest at the same interest rate as the indebtedness secured hereby from date of payment by Mortgagee or Mortgagee's assigns and be at once due and payable.

UPON CONDITION, HOWEVER, that if the Mortgagor pays the indebtedness, and reimburses Mortgagee or Mortgagee's assigns for any amounts Mortgagee may have expended, then this conveyance shall be null and void; but should default be made in the payment of any sum expended by the Mortgagee or Mortgagee's assigns, or should the indebtedness hereby secured, or any part thereof, or the interest thereon remain unpaid at maturity, or should the interest of Mortgagee or Mortgagee's assigns in the real estate become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of the indebtedness hereby secured, at the option of Mortgagee or Mortgagee's assigns, 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 Mortgagee, Mortgagee's agents or assigns shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving notice of the time, place and terms of sale, by publication once a week for three consecutive weeks, in some newspaper published in the County and State, sell the same in lots or parcels or en masse as Mortgagee, Mortgagee's agents

or assigns deem best, in front of the Court House door of the County (or the division thereof), where the real estate is located, at public outcry, to the highest bidder for cash, and apply the proceeds of sale: First, to the expense of advertising, selling and conveying, including such attorney's fees as are allowed by law; 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 the other encumbrances, with interest thereon; Third, to the payment of the 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 Mortgagor. Undersigned further agrees that Mortgagee, Mortgagee's agents or assigns may bid at said sale and purchase the real estate, if the highest bidder therefor. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

IN WITNESS WHEREOF, the undersigned has executed this Mortgage as of the date first above written.


STEVE KUPFERMAN

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Steve Kupferman, a married man, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 10th day of August, 1990.


Notary Public
My Commission Expires: 6/8/94

Ref: LR/0747461

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EXHIBIT "A"

A tract of land described as follows: Begin at the Northeast corner of the NW 1/4 of the SE 1/4 of Section 1, Township 20 South; Range 1 West; thence run northerly along the east boundary line of the SW 1/4 of the NE 1/4 of said section for 120 feet; thence turn an angle of 91 deg. 10 min. 35 sec. to the left and run Westerly 332.11 feet; thence turn an angle of 88 deg. 33 min. to the left and run Southerly 613.41 feet; thence turn an angle of 31 deg. 52 min. 30 sec. to the right and run Southwesterly, 193.44 feet; thence turn an angle of 115 deg. 42 min. 15 sec. to the left and run Southeasterly 440.71 feet, more or less, to a point on the east boundary line of the NW 1/4 of the SE 1/4 of Section 1, Township 20 South, Range 1 West; thence turn an angle of 96 deg. 26 min. 40 sec. to the left and run Northerly along the east boundary of said 1/4-1/4 section, 713.48 feet to the point of beginning. This land being parts of the NW 1/4 of the SE 1/4 and the SW 1/4 of the NE 1/4 of Section 1, Township 20 South, Range 1 West and a non-exclusive easement for recreational purposes only in, on and over that body of water abutting the herein described property and being further described as follows: a lake located in the SW 1/4 of the NE 1/4 and the NW 1/4 of the SE 1/4 of Section 1, Township 20 South, Range 1 West. ALSO a non-exclusive easement for ingress and egress more particularly described as follows: From the Northeast corner of the NW 1/4 of the SE 1/4 of Section 1, Township 20 South, Range 1 West run Southerly along the east boundary line of said 1/4-1/4 section for 713.48 feet to point of beginning of a 20 foot easement; thence continue southerly along last said course 354.52 feet, along the east side of said 20 foot easement; thence turn an angle of 88 deg. 48 min. to the right then run westerly along the south side of a 20 foot easement to the east boundary line of Shelby County Highway No. 447. The above described land being an easement 20 foot in width for the purpose of a roadway for ingress and egress. Mineral and mining rights excepted.

Said property being located in Shelby County, Alabama.

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

90 AUG 23 PM 12:05

[Signature]
JUDGE OF PROBATE

1. Deed Tax	\$ 4.50
2. ...	\$ 1.00
3. ...	\$ 2.00
4. ...	\$ 1.00
5. ...	\$ 1.00
6. ...	\$ 1.00
Total	\$ 11.00