

This form furnished by:

Cahaba Title, Inc.

Eastern Office
(205) 833-1571
FAX 833-1577

Riverchase Office
(205) 988-5800
FAX 988-5905

This instrument was prepared by:

(Name) Courtney Mason & Associates, PC
(Address) PO BOX 360187
Birmingham, Alabama 35236

SECOND

MORTGAGE

STATE OF ALABAMA

SHELBY

COUNTY }

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Bryant G. Cofer and wife, Pamela H. Cofer
(hereinafter called "Mortgagors", whether one or more) are justly indebted to Nadine A. Kinney and husband
Anthony S. Kinney

(hereinafter called "Mortgagee", whether one or more), in the sum
of Twenty Thousand and no/100ths ----- Dollars
(\$20,000.00), evidenced by a promissory note of even date.

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,

Bryante G. Cofer and wife, Pamela H. Cofer

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:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

Mortgagors agree to provide Mortgagee with an insurance policy naming Mortgagee as Loss Payee on or before the 15TH OF JULY of each year. Said insurance policy shall be paid a year in advance. Failure to comply with either or both of the above, shall constitute a default under the terms of this mortgage.

Mortgagors also agree to provide Mortgagee with a copy of a paid receipt of the property taxes every year prior to October 1.

This Note and Mortgage may not be assumed under any circumstances.

THIS MORTGAGE IS A SECOND MORTGAGE AND IS JUNIOR TO THE FIRST MORTGAGE HELD BY ANTHONY S. KINNEY AND WIFE, NADINE A. KINNEY. DEFAULTING ON THE FIRST MORTGAGE SHALL ALSO BE DEEMED A DEFAULT ON THIS SECOND MORTGAGE.

THE PREPARER OF THIS DOCUMENT HAS NOT
EXAMINED TITLE TO THE PROPERTY DESCRIBED
HEREIN AND MAKES NO CERTIFICATION AS TO TITLE.

Inst # 1993-15329

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

12:02 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

003 NCD 41.50

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 sums 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 the 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 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 s and seal, this 25th day of May, 1993

Bryant G. Cofer (SEAL)
Bryant G. Cofer
Pamela H. Cofer (SEAL)
Pamela H. Cofer (SEAL)
(SEAL)

THE STATE of ALABAMA
SHELBY COUNTY }
I, the undersigned, a Notary Public in and for said County, in said state,
hereby certify that Bryant G. Cofer and wife, Pamela H. Cofer
whose name s 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 25th day of May, 1993
COURTNEY H. MASON, JR. Notary Public
MY COMMISSION EXPIRES 3-5-95

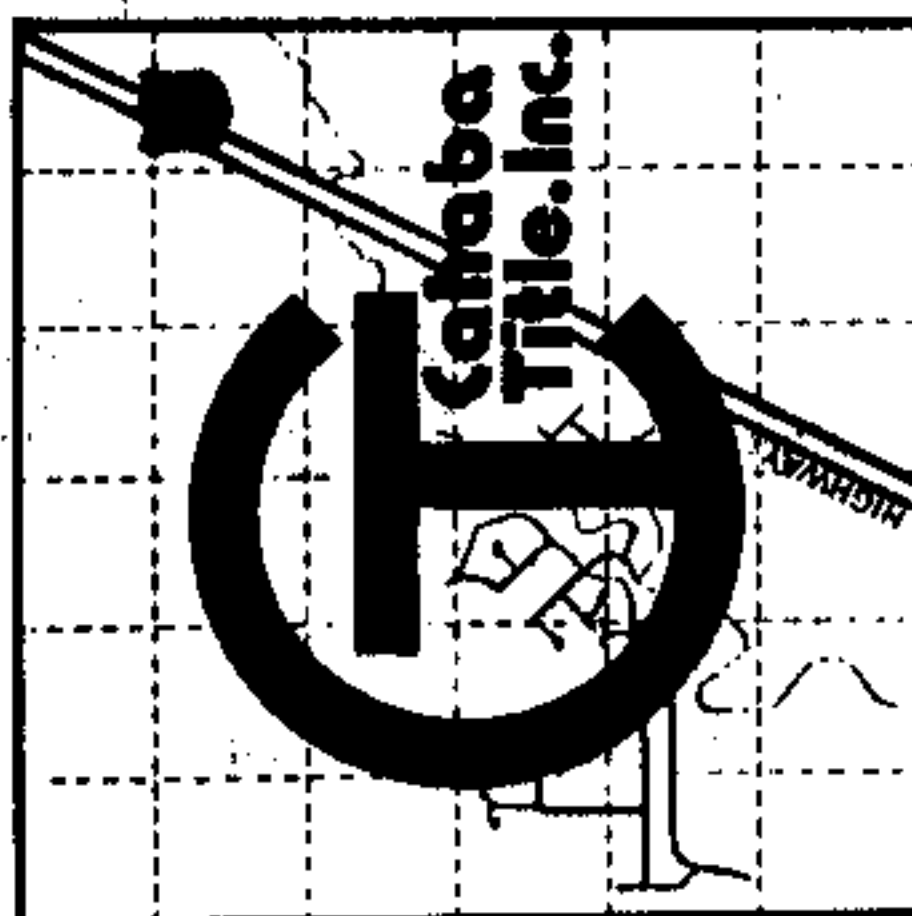
THE STATE of COUNTY }
I, a Notary Public in and for said county, in said State,
hereby certify that
whose name as of , a corporation,
is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that
being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for
and as the act of said corporation.
Given under my hand and official seal this day of , 19
Notary Public

Return to:

TO

MORTGAGE

STATE OF ALABAMA
COUNTY OF



Recording Fee \$
Deed Tax \$

This form furnished by
Cahaba Title, Inc.
RIVERCHASE OFFICE
2068 Valleydale Road
Birmingham, Alabama 35244
Phone (205) 988-5600
EASTERN OFFICE
213 Gadsden Highway, Suite 227
Birmingham, Alabama 35235
(205) 833-1571

EXHIBIT "A"

Commence at the Southwest corner of the Southeast quarter of the Southeast quarter of Section 34, Township 20 South, Range 3 West, Shelby County, Alabama and run thence northerly along the west line of said quarter quarter section a distance of 360.87 feet to the point of beginning of the property, Parcel No. 2, being described, thence continue along last described course a distance of 238.82 feet to a point, thence turn an deflection angle of 100 deg. 48 min. 58 sec. right and run east-southeasterly a distance of 205.55 feet to a point, thence a deflection angle of 10 deg. 53 min. 42 sec. left 30.0 feet wide prescriptive right of way for a street or road, thence turn a deflection angle of 130 deg. 55 min 24 sec. right and run southwesterly along the west line of an existing gravel driveway a distance of 186.49 feet to a point, thence turn a deflection angle of 17 deg. 01 min. 46 sec. left and continue along line of said driveway a distance of 104.10 feet to a point, thence turn a deflection angle of 80 deg. 17 min. 52 sec. right and run northwesterly a distance of 147.34 feet to the point of beginning.

A twenty foot (20.0') wide easement for ingress and egress along an existing gravel driveway described as follows: Commence at the southwest corner of the SE1/4 of Section 34, Township 20 south, Range 3 west, Alabaster, Shelby County, Alabama and run thence northerly along the west line of said quarter-quarter section a distance of 360.87' to a point; Thence turn 104 deg. 06' 41" right and run east-southeasterly a distance of 147.34' to the point of beginning of the easement being described; Thence continue along last described course a distance of 20.29' to a point; Thence turn 80 deg. 17' 52" left and run northeasterly a distance of 90.17' to a point; Thence turn 17 deg. 01' 46" right and continue northeasterly a distance of 169.70' to a point on the west margin of a thirty (30) foot wide prescriptive public right of way; Thence turn 40 deg. 08' 24" left and run northerly along said west margin of said public right of way a distance of 31.02' to a point; Thence turn 139 deg. 51' 36" left and run southwesterly along the east property line of parcel 2 of the survey by Joseph E. Conn, Jr., Alabama Registered Surveyor #9049 dated March 3, 1990, File No. 262-M, a distance of 186.49' to a point; Thence turn 17 deg. 01' 46" left and continue southwesterly a distance of 104.10' to the point of beginning and the end of subject easement.

B.H.C.
P.D.C.

Inst # 1993-15329

05/27/1993-15329
12:02 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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