THIS INSTRUMENT PREPARED BY:

BYNUM & BYNUM, ATTORNEYS NAME: _

Frank K. Bynum

#17 Office Park Circle ADDRESS: _

Birmingham, AL 35223

MORTGAGE — ALABAMA TITLE CO., INC., Birmingham, Alabama

State of Alabama

Shelby

COUNTY

1993-31329

Askano Friedman and K. T. Friedman Know All Men By These Presents, that whereas the undersigned's

husband and wife

Mitchell P. Schencker justly indebted to

THIRTY SIX THOUSAND SEVEN HUNDRED TWENTY AND NO/100 Dollars..\$36,720.00 in the sum of

evidenced by one promissory note of even date

and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with interest when the same falls due,

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at

Mark Alan Friedman and K. T. Friedman, husband and wife maturity, the undersigned, do, or does, hereby grant, bargain, sell and convey unto the said Mitchell P. Schencker (hereinafter called Mortgagee) the following described real property situated in

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County, Alabama, to-wit:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

Subject to existing easements, restrictions, building set-back lines, rights of way, limitations, if any, of record.

This mortgage is not assumable. Said underlying promissory note is due and payable in full upon the sale or transfer of the property described herein. 'Sale or Transfer' includes but is not limited to attempted wrap-around mortgages, contracts for sale, or any other agreement providing for an immediate equitable transfer with a later full legal transfer, also including any lease-sales or leases which provide for an option to purchase.

THIS IS A PURCHASE MONEY MORTGAGE, the proceeds of the underlying loan having been applied on the purchase price of the property described herein and conveyed by deed to the mortgagors and recorded simultaneously herewith.

This mortgage is being re-recorded to include the Notary signature and seal

Said property is warranted free from all incumbrances and against any adverse claims.

TO HAVE AND TO HOLD the above granted premises unto the said Mortgagee forever; and for the purpose of further securing the payment of said indebtedness, the undersigned, agrees to pay all taxes, or assessments, when legally imposed upon said premises, and should default be made in the payment of same, said Mortgagee has the option of paying off the same; and to further secure said indebtedness, the undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as the interest of said Mortgagee may appear, and promptly to deliver said policies, or any renewals of said policies, to said Mortgagee; and if undersigned fall to keep said property insured as above specified, or fall to deliver said insurance policies to said Mortgagee then said Mortgagee has the option of insuring said property for said sum for the benefit of said Mortgagee, 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, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagee, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee for any amounts Mortgagee may have expended for taxes, assessments and insurance, and the 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 Mortgages, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgages in said property become indangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 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, in some newspaper pubhished in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagee may deem best, in front of the Court House door in said County, at public outery, to the highest bidder for cash and apply the proceeds of said 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 be necessary then to expended in paying insurance, taxes, or other incumbrances, with interest there-

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on. 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefor, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagor by such auctioneer as agent, or attorney in fact, and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured. It is expressly understood that the word "Mortgagee" wherever used in this mortgage refers to the person, or to the persons. or to the corporation named as grantee or grantees in the granting clause herein. Any estate or interest herein conveyed to said Mortgagee, or any right or power granted to said Mortgagee in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns, of said Mortgagee, or to the successors and agents and assigns of said Mortgages, if a corporation. IN WITNESS WHEREOF, we have hereunto set our hands and seals 93 30th day of 19 on this the September WITNESSES:

WITNESSES:

Mark Friedman (Seat)

K. T. Friedman (Seat)

STATE OF Alabama

General Acknowledgement

Jefferson County

I, the undersigned. Frank K. Bynum

a Notary Public in and for said County in said State
hereby certify that Mark Alan Friedman and wife, K. T. Friedman

whose names aresigned to the foregoing conveyance, and whoare known to me, acknowledged before me on this day, that bein

formed 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 30th day of September

My Commission Expires: 11/20/96

Notary Public

STATE OF

COUNTY OF

Corporate Acknowledgement

1,

said State, hereby certify that
whose name as
President 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 the 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

a Notary Public in and for said County, in

Notary Public

ALABAMA TITLE CO., INC. 2233 2nd Avenue North Birmingham, Alabama 35203

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THIS LEGAL DESCRIPTION IS HEREBY MADE A PART OF THAT CERTAIN MORTGAGE FROM MARK ALAN FRIEDMAN AND K. T. FRIEDMAN TO MITCHELL P. SCHENCKER DATED SEPTEMBER 30, 1993.

EXHIBIT "A"

Lot 9-A, according to Survey of Lake Kathryn, a private subdivision as recorded in Map Book 17 page 50; being situated in Shelby County, Alabama.

Also, an undivided interest in and to a non-exclusive easement described as follows:

A non-exclusive 50-foot easement for ingress and egress, lying 25 feet on either side of the centerline, being more particularly described as follows:

A part of the NE 1/4 of the NE 1/4 of Section 15, Township 19 South, Range 1 East, more particularly described as follows: Commence at the SW corner of the NE 1/4 of the NE 1/4 of Section 15, Township 19 South, Range 1 East; thence run East along the South line of said 1/4-1/4 section to the SE corner of the NE 1/4 of the NE 1/4 of said Section 15; thence turn 94 deg. 23 min. 55 sec. left and run Northwesterly for a distance of 140.18 feet; thence turn 3 deg. 32 min. 44 sec. right and run Northerly for a distance of 179.07 feet; thence turn 4 deg. 56 min. 01 sec. left and run Northwesterly for a distance of 221.19 feet; thence turn 8 deg. 24 min. 39 sec. right and run Northerly for a distance of 60.00 feet; thence turn 0 deg. 01 min. 04 sec. right and run Northerly for a distance of 212.45 feet; thence turn 90 deg. left and run Westerly for a distance 50.00 feet; thence turn 36 deg. 30 min. 13 sec. left and run Southwesterly for a distance of 736.90 feet; thence turn 153 deg. 01 min. 36 sec. right and run Northeasterly for a distance of 743.71 feet to the point of beginning, being a point on the centerline of a 50.00 foot ingress and egress easement, being 25.0 feet on either side of the following described line; thence turn 98 deg. 29 min. 10 sec. left and run Northwesterly along said centerline for a distance of 341.73 feet to a point of curve to the left, said curve having a radius of 506.33 feet, an intersection angle of 33 deg. 00 min. 13 sec.; thence continue along said centerline and arc of said curve for a distance of 291.66 feet to a point of tangent; thence continue along said centerline for a distance of 202.00 feet to a point of curve to the right, said curve having a radius of 242.28 feet; thence run along arc of said curve and centerline of said easement for a distance of 55.0 feet, more or less, to the Southeasterly right of way of Shelby County Road Number 55, and end of said easement; being situated in Shelby County, Alabama.

01/05/1994-00160 07:58 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
003 MJS 14.50

1993-31329

10/08/1993-31329
02:24 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 NJS 68.70