This Instrument was prepared by

(Name) J. R. Stephen Griffis, Esq.

(Address) 215 North 21st Street, 8th Floor, Birmingham, AL 35203

MORTGAGE— LAND TITLE COMPANY OF ALABAMA, Birmingham, Alabama

STATE OF ALABAMA
COUNTY SHELBY

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

2122 O.M.H.,LLC.

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

John J. and Charlotte W. Yakoumis

(hereinafter called "Mortgagee", whether one or more), in the sum of Twenty Eight Thousand Nine Hundred and no/100------------------- Dollars ($28,900.00), evidenced by a promissory note of even date

Inst # 1995-27123

09/27/1995-27123
08:56 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 54.35

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,

2122 O.M.H., LLC.

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:

A parcel of land located in the NE 1/4 of the NE 1/4 of Section 36, Township 19 South, Range 3 West, Shelby County, Alabama, described as follows:
Commence at the SE corner of said 1/4 1/4 Section; thence in a Westerly direction along the South line of said 1/4 1/4 Section a distance of 462.59 feet to the point of beginning; thence continue along last described course, a distance of 117.41 feet; thence 116 deg. 34 min. 43 sec. right in a Northeasterly direction a distance of 304.07 feet to a point on the Southwesterly right of way line of Shelby County Highway No. 275; thence 92 deg. 05 min. 41 sec. right in a Southeasterly direction along said right of way a distance of 105.07 feet; thence 87 deg. 54 min. 19 sec. right in a Southwesterly direction a distance of 247.70 feet to the point of beginning; being situated in Shelby County, Alabama.

This is a second mortgage subordinate to the 1st mortgage in favor of Thurman Wilson and Nancy Schilling dated January 5, 1984 in the orginal principal amount of $100,000.00 which has been reduced to $42,009.56, as recorded in Mortgage Book 441 page 806 in the Office of teh Judge of Probate in Shelby County, Alabama.

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

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 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 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 2122 O.M.H., LLC.

have hereunto set signature and seal, this day of , 19

2122 O.M.H., LLC (SEAL)

By: Garcia Meyers (SEAL)

Its: (SEAL)

(SEAL)

THE STATE of

COUNTY

I, , a Notary Public in and for said County, in said State,

hereby certify that

whose name signed to the foregoing conveyance, and who known to me acknowledged before me on this day, that being informed of the contents of the conveyance executed the same voluntarily on the day the same bears date.

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

Notary Public.

THE STATE of ALABAMA

JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State,

hereby certify that ~~Charles R. Evans~~ Garcia Meyers

whose name as of 2122 O.M.H., LLC

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 31ST day of August, 1995

[illegible], Notary Public

Return to:

TO

MORTGAGE DEED

Inst # 1995-27123

09/27/1995-27123
08:56 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 54.35

This form furnished by

LAND TITLE COMPANY OF ALABAMA
317 NORTH 20th STREET
BIRMINGHAM, ALABAMA 35203