


This instrument prepared by:
Roy J. Brown, Attorney at Law
2230 3rd Avenue, North
Birmingham, AL 35203


20151222000436410 1/2 \$38.15
Shelby Cnty Judge of Probate, AL
12/22/2015 03:16:09 PM FILED/CERT

MORTGAGE

**STATE OF ALABAMA
COUNTY OF SHELBY**

KNOW ALL MEN BY THESE PRESENTS:

That whereas, EDF Trust, by Gerald L. Vines, Jr., Trustee, (hereinafter referred to as "Mortgagor") is justly indebted to Dr. Mahmoud H. el Kouni (hereinafter referred to as "Mortgagee") (whether one or more), in the sum of Fourteen thousand and seven (\$14,007.00) dollars, evidenced by a real estate mortgage note of even date;

And Whereas, Mortgagor 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 Mortgagor, EDF Trust, 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:

Lot 6, according to the Survey of Portsmouth First Sector, as recorded in Map Book 6, Page 22, in the Office of the Judge of Probate of Shelby County, Alabama and a part of Lot 7 of said subdivision, more particularly described as follows: Begin at the Northwest corner of Lot 7 of said subdivision; thence Easterly for a distance of 99.97 feet; thence turn 14 degrees 39 minutes 39 seconds left and run Northeasterly a distance of 75.80 feet to the north east corner of said Lot 7; thence Southwesterly along the North line of said Lot 7 a distance of 174.36 feet to the point of beginning.


Subject to: All recorded liens of record.

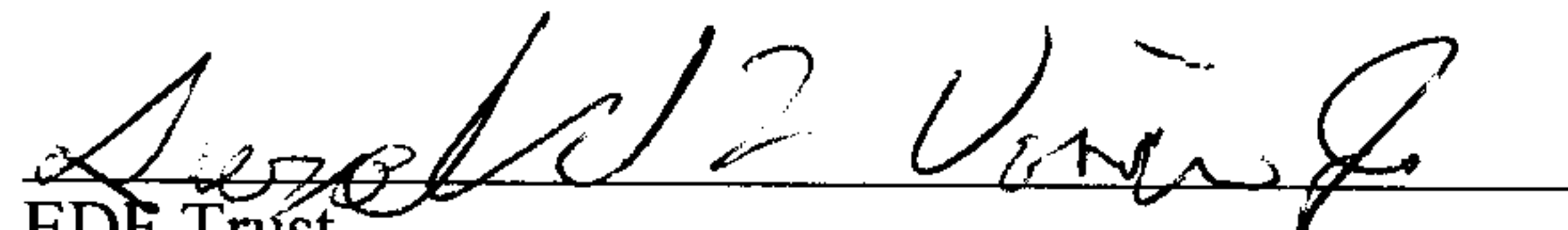
Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

To have and to hold, the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assignees 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 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 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 the 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 Mortgagor 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 encumbrance 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 assignees, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one day's 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 in masse as Mortgagee, agents or assigns deem best, in front of the Courthouse door of said County, (or division thereof) where said property is located, at public outcry to the highest bidder for cash, and apply the proceeds of the said: 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 encumbrances, 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 property, if the highest bidder therefore; 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, Ronald M. Redus and Dorothy F. Redus have hereunto set their signature, this 15 day of December, 2015.


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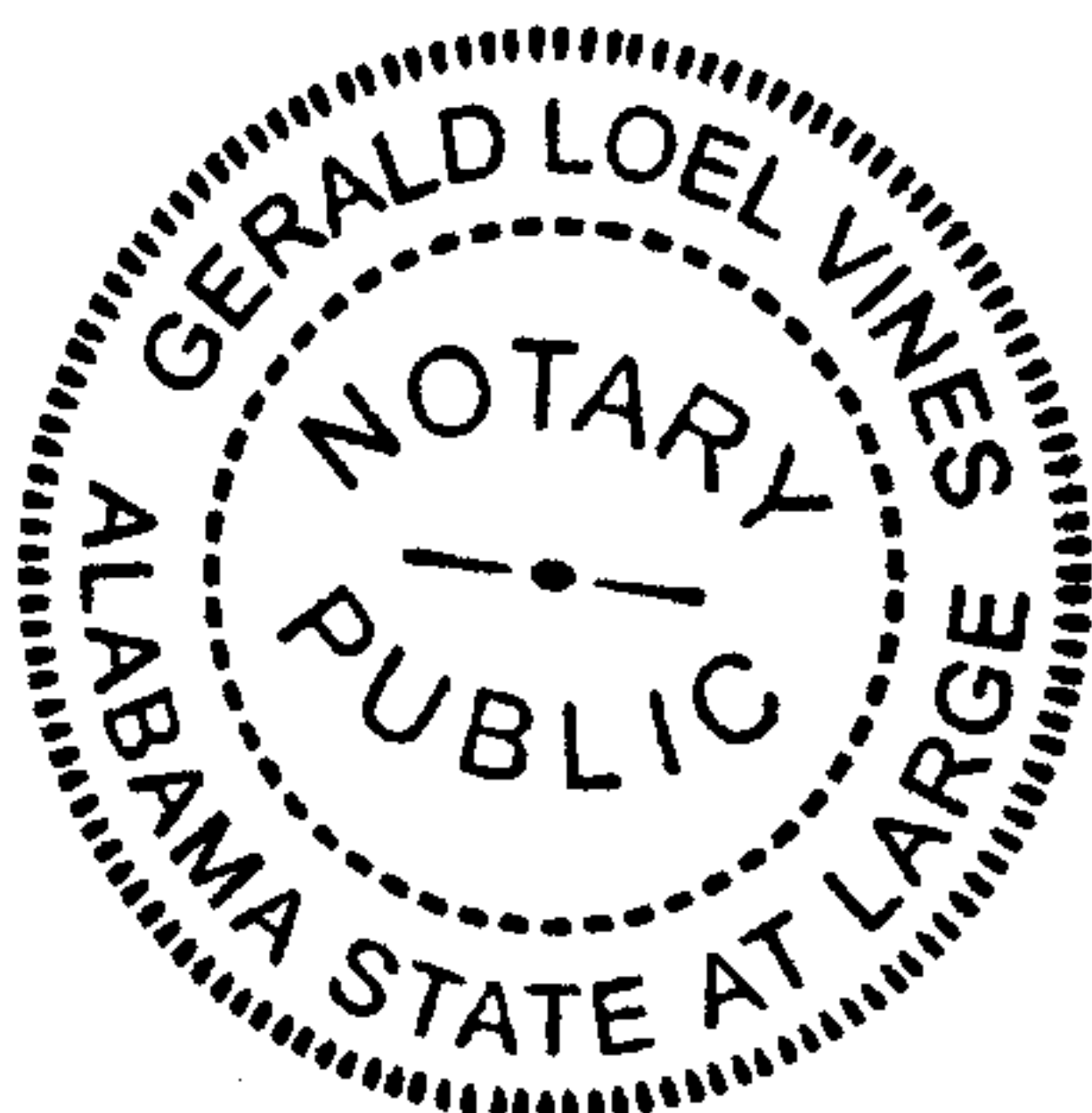

EDF Trust
By: Gerald L. Vines, Jr., Trustee


STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said State at Large, hereby certify that Gerald L. Vines, Jr., as trustee for EDF Trust, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15 day of December, 2015.




Notary Public
My commission expires: 12/03/2017