

STATE OF ALABAMA)

COUNTY OF SHELBY)

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPLE BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE NOTE HOLDER IS UNDER NO OBLIGATION TO RE-FINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU MONEY.

BALLOON MORTGAGE

KNOW ALL MEN BY THESE PRESENTS : That Whereas, DAVID F. PAINTER, a married person, (hereinafter called "Mortgagor"), is justly indebted to JAMES E. CANTRELL, JR., and JIMMIE H. HARVEY whose address is 3136 PINE RIDGE ROAD, BIRMINGHAM, AL 35213, (hereinafter called "Mortgagee") in the sum of TWO HUNDRED EIGHTY-FIVE THOUSAND and NO/100THS DOLLARS (\$285,000.00) evidenced by a promissory 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 does hereby grant, bargain, sell, and convey unto Mortgagee the following described real estate, situated in SHELBY County, Alabama, to-wit:

SEE EXHIBIT A


SUBJECT PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF THE MORTGAGOR NOR THAT OF HIS RESPECTIVE SPOUSE.

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, 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 the 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, lightening and tornado for the fair and reasonable insurable value thereof, but in any event not

less than the original mortgage amount, 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 amount Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should any of the following conditions occur: (a) a default in the terms and condition of the real estate mortgage note secured by this conveyance, (b) any default be made in the payment of the indebtedness or any sum expended by the said Mortgagee or assigns, or should 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 shall 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 Courthouse 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 attorneys 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 the undersigned further agrees that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefore; and undersigned further agrees to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage, should the same be so foreclosed, said fee to be a part of the debt hereby secured.


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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF the undersigned, DAVID F. PAINTER has hereunto set his signature(s) and seal(s), this 5th day of March, 2009.

CAUTION -- IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS DOCUMENT BEFORE SIGNING IT.

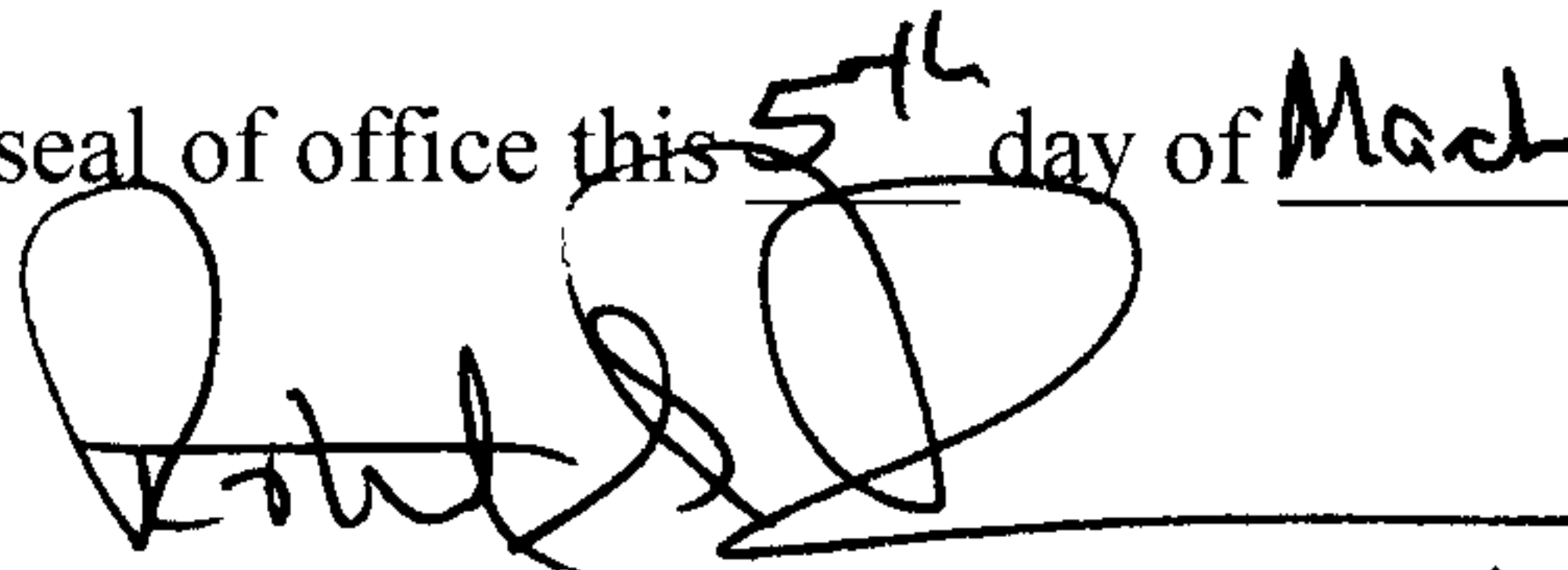
 (L.S.)
DAVID F. PAINTER

STATE OF ALABAMA)

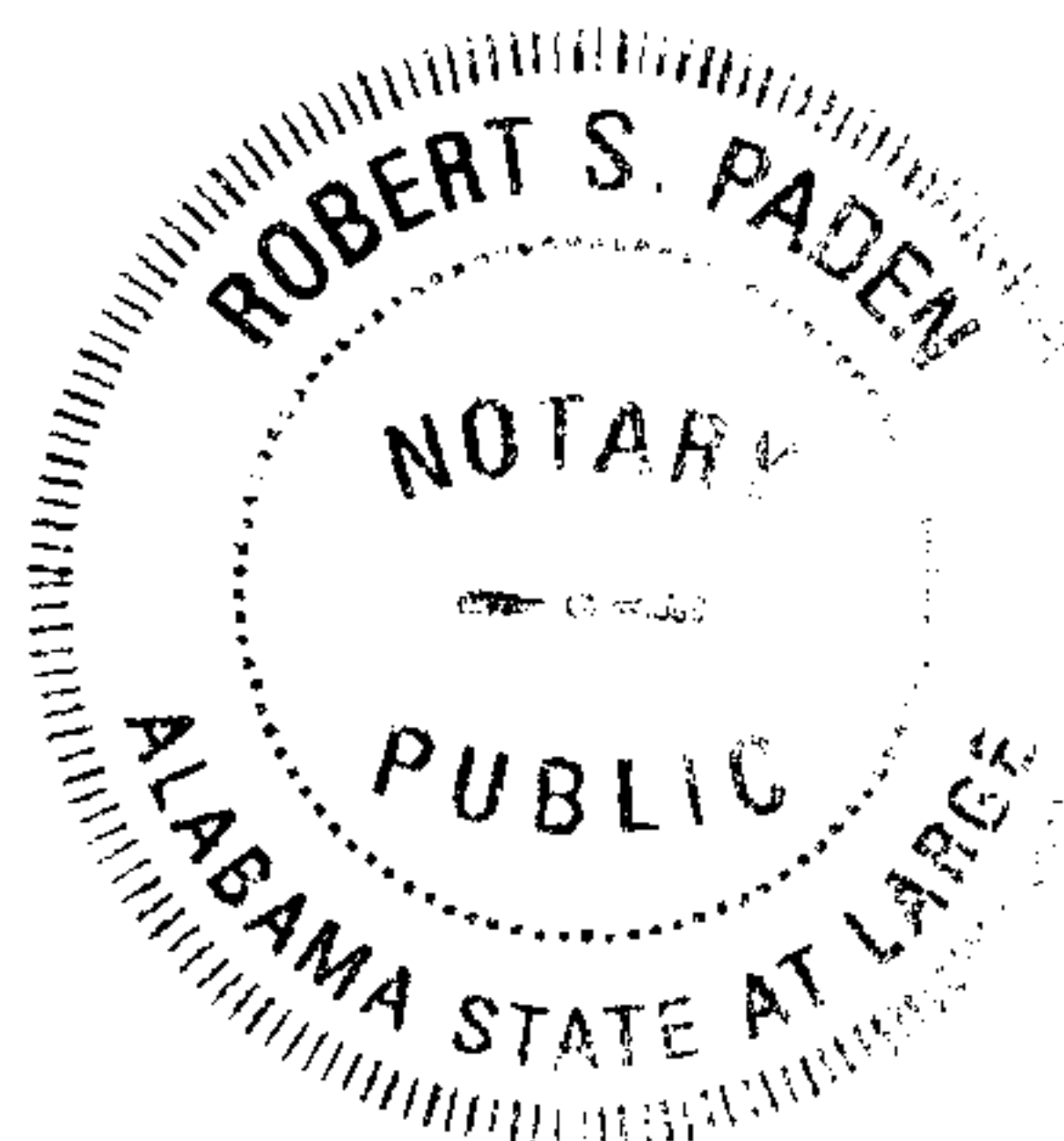
COUNTY OF SHELBY)


I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that DAVID F. PAINTER, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the conveyance, he executed the same voluntarily on the day same bears date.

Given under my hand and seal of office this 5th day of March, 2009.


Notary Public
My commission expires: 7/14/10

This Instrument was prepared by:
R. Shan Paden
PADEN & PADEN, P. C.
5 RIVERCHASE RIDGE, SUITE 100
Birmingham, AL 35244




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Commitment Number: 2009020378

PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Commence at a 2 inch open top pipe in place accepted as the Northwest corner of Section 15, Township 19 South, Range 1 East, Shelby County, Alabama, said point being the point of beginning. From this beginning proceed South 00 degree 41 minutes 12 seconds West along the West boundary of said Section 15 for a distance of 1,320.30 feet to a pine knot in rock pile accepted as the Southwest corner of the Northwest 1/4 of the Northwest 1/4; thence proceed North 89 degrees 35 minutes 38 seconds East along the South boundary of the North 1/2 of the Northwest 1/4 of said Section for a distance of 2,045.0 feet to a 1/2 inch pipe in place; thence proceed South 03 degrees 16 minutes 26 seconds West for a distance of 1,334.32 feet to a 1 inch open top pipe in place being a point on the South boundary of the Southeast 1/4 of the Northwest 1/4; thence proceed South 89 degrees 54 minutes 08 seconds East along the South boundary of said Southeast 1/4 of the Northwest 1/4 for a distance of 629.40 feet to a point on the Westerly right-of-way of Shelby County Highway No. 55; thence proceed North 52 degrees 27 minutes 53 seconds East along the Westerly right-of-way of said road for a distance of 148.45 feet; thence proceed North 45 degrees 04 minutes 36 seconds East along the Westerly right-of-way of said road for a distance of 172.87 feet; thence proceed North 34 degrees 27 minutes 34 seconds East along the Westerly right-of-way of said road for a distance of 243.65 feet; thence proceed North 22 degrees 59 minutes 48 seconds East along the Westerly right-of-way of said road for a distance of 220.49 feet; thence proceed North 19 degrees 21 minutes 53 seconds East along the Westerly right-of-way of said road for a distance of 361.79 feet; thence proceed North 21 degrees 11 minutes 41 seconds East along the Westerly right-of-way of said road for a distance of 177.71 feet; thence proceed North 24 degrees 57 minutes 19 seconds East along the Westerly right-of-way of said road for a distance of 239.57 feet to a fence post; thence proceed North 88 degrees 36 minutes 12 seconds West along a fence possession line and along a white painted line for a distance of 712.21 feet to a fence post; thence proceed North 03 degrees 08 minutes 15 seconds West along a fence possession line and along a white painted line for a distance of 341.08 feet; thence proceed North 07 degrees 36 minutes 01 seconds East along a fence possession line and along a white painted line for a distance of 258.32 feet; thence proceed North 05 degrees 02 minutes 40 seconds West along a fence possession line and along a white painted line for a distance of 207.36 feet; thence proceed North 04 degrees 24 minutes 00 seconds East along a fence possession line and along a white painted line for a distance of 72.12 feet; thence proceed North 18 degrees 15 minutes 48 seconds West along a fence possession line and along a white painted line for a distance of 54.72 feet; thence proceed North 05 degrees 19 minutes 20 seconds West along a fence possession line and along a white painted line for a distance of 215.66 feet; thence proceed North 10 degrees 55 minutes 55 seconds West along a fence possession line and along a white painted line for a distance of 152.71 feet; thence proceed North 01 degrees 58 minutes 40 seconds West along a fence possession line and along a white painted line for a distance of 100.40 feet to a fence post; thence proceed South 82 degrees 24 minutes 58 seconds West for a distance of 785.16 feet to a 2 inch open top pipe in place being located on the North boundary of Section 15; thence proceed South 89 degrees 45 minutes 33 seconds West along the North boundary of said Section 15 for a distance of 1,774.68 feet to the point of beginning.

The above described land is located in the Northwest 1/4 of the Northwest 1/4, Northeast 1/4 of the Northwest 1/4, the Southeast 1/4 of the Northwest 1/4, the Northwest 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 15 and the Southeast 1/4 of the Southwest 1/4 of Section 10, Township 19 South, Range 1 East, Shelby County, Alabama.


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