

This instrument prepared by:

Duell Law Firm, LLC  
4320 Eagle Point Pkwy  
Birmingham, Al. 35242

MORTGAGE

State of Alabama

County of Shelby

KNOW ALL MEN BY THESE PRESENTS: That whereas, Neil's Pharmacy, Inc., an Alabama Corporation (hereinafter called  
Mortgagors", whether one or more) are justly indebted to ServisFirst Bank  
(hereinafter called "Mortgagee", whether one or more), in the sum of Two hundred fifty thousand and no/100 (\$ 250,000.00 )  
evidenced by a real estate mortgage note executed simultaneously herewith.

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 Neil's Pharmacy, Inc., an Alabama Corporation  
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 attached Exhibit A for legal description incorporated herein for all purposes.

Subject to: All easements, restrictions and rights of way of record.

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, lightening, 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 cases 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 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 Neil P. Damron as President of  
Neil's Pharmacy, Inc. have hereunto set its  
signature and seal, this the      day of July, 2009     .

NEIL'S PHARMACY, INC.

BY:

Neil P. Damron  
NEIL P. DAMRON, President

State of Alabama  
County of Shelby

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that  
Neil P. Damron, President, Neil's Pharmacy, Inc. 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 the 17<sup>th</sup> day of July, 2009     .

[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5/13/13


State of Alabama  
County of Shelby

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that  
Neil P. Damron, whose name as President of  
Neil's Pharmacy, Inc., 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 17<sup>th</sup> day of July, 2009     .

[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 5/13/13



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Shelby Cnty Judge of Probate, AL  
07/24/2009 02:01:46 PM FILED/CERT

**EXHIBIT "A"****Legal Description**

**Units 2, 3, and 4, in the Valley Station Condominium, a condominium located in Shelby County, Alabama, as established by Declaration of Condominium and By- Laws thereto as recorded in Real Volume 30, page 194, in the Office of the Judge of Probate of Shelby County, Alabama, together with an undivided interest in the common elements of Valley Station Condominium as set out in the said Declaration of Condominium, said Units being more particularly described in the floor plans and architectural drawing of Valley Station Condominium as recorded in Map Book 9, pages 79 and 89, in the Probate Office of Shelby County, Alabama.**