


THIS INSTRUMENT PREPARED BY:
Stuart Y. Johnson
Stuart Y. Johnson, LLC
6 Office Park Circle, Suite 206A
BIRMINGHAM, ALABAMA 35223


20090901000336920 1/6 \$315.65
Shelby Cnty Judge of Probate, AL
09/01/2009 11:36:43 AM FILED/CERT

SECOND MORTGAGE

STATE of ALABAMA)
SHELBY COUNTY)

Know All Men By These Presents, that whereas the undersigned: SIVIRT LLC
(hereinafter, called the *Mortgagor*) being justly indebted to RANDALL MORRIS
(*hereinafter called the Mortgagee*) for the sum of One Hundred Ninety-Three Thousand
Eighty-Six and 00/100 Dollars (\$193,086.00) evidenced by ONE promissory note 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 as promised in regular Periodic Payments of principal and interest,
and to pay the debt not later than July 28, 2015, the undersigned, SIVIRT LLC does
hereby grant, bargain, sell and convey unto the said RANDALL MORRIS the following
described real property situated in SHELBY COUNTY, ALABAMA, to-wit:

See Attached Exhibit "A"

This mortgage may be prepaid without penalty.

This mortgage may not be assumed without the prior written consent of the mortgagee
herein.

**This mortgage shall be at all times second and subordinate to that certain First Real
Estate Mortgage executed by Mortgagor in favor of Southern States Bank in the
principal sum of \$321,810.00 and recorded in Instrument No. 20090901000336910
in the Probate Office of Shelby County, Alabama on 09-01-2009.**


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 fails to keep said property insured as
above specified, or fails to deliver said insurance policies to said Mortgagee, then said

Mortgagee has the option of insuring said property 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 Mortgagee, 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 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, 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 published 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 outcry, 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 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 remainder, if any, to be turned over to the said Mortgagor; and the undersigned further agrees that said Mortgagee may bid at said sale and purchase said property, if the highest bidder therefore, 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.

Mortgagee may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of said property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable, and is subject to the rights of the first mortgage holder, Southern States Bank, as referenced herein. This covenant shall run with the property and shall remain in effect until the Secured Debt is

paid in full and this Security Instrument is released.


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Mortgagor shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Mortgagor shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Mortgagee's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Mortgagee's security interest. Mortgagor may cure such a default and reinstate this mortgage by causing the action or proceeding to be dismissed with a ruling that, in Mortgagee's good faith determination, precludes forfeiture of the Mortgagor's interest in the Property or other material impairment of the lien created by this Security Instrument or Mortgagee's security interest. Mortgagor shall also be in default if Mortgagor, during the loan application process, gave materially false or inaccurate information or statements to Mortgagee (or failed to provide Mortgagee with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Mortgagor's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Mortgagor shall comply with all the provisions of the lease. If Mortgagor acquires fee title to the Property, the leasehold and the fee title shall not merge unless Mortgagee agrees to the merger in writing.

Upon payment of all sums secured by this Security Instrument, Mortgagee shall release this Security Instrument without charge to Mortgagor. Mortgagor shall pay any recordation costs.

Mortgagee or its agent may make reasonable entries upon and inspections of the Property. Mortgagee shall give Mortgagor notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee.

In the event of total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Mortgagor and Mortgagee otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Mortgagor. In the even of a partial taking of the Property in which the fair market value of the Property immediately before taking is less than the amount of the sums secured immediately before the taking, unless Mortgagor and Mortgagee otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then



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due. If property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemnor offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date the notice is given, Mortgagee is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Mortgagee and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to hereinabove or change the amount of such payments.

This Security Instrument shall be governed by the federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument and the Note are declared to be severable.

It is expressly understood that the word "Mortgagee" or "Lender" 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, agents, and assigns of said Mortgagee, or to the successors, agents, and assigns of said Mortgagee, if a corporation.


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IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 28th
day of August, 2009.

Sivirt LLC

BY:

 member
David W. Bland, Its Member


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BY:

 member
Suzanne W. Bland, Its Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

GENERAL ACKNOWLEDGMENT

I, Stuart Y. Johnson, a Notary Public in and for said County, and in said State, hereby certify that David W. Bland, whose name as Member of Sivirt LLC is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he/she/they, with full power and authority, executed the same voluntarily for and as the act of the limited liability company on the day the same bears date. Given under my hand and seal this 28th day of August, 2009.


NOTARY PUBLIC

My Commission Expires: 3/6/2011

STATE OF ALABAMA)
JEFFERSON COUNTY)

GENERAL ACKNOWLEDGMENT

I, Stuart Y. Johnson, a Notary Public in and for said County, and in said State, hereby certify that Suzanne W. Bland, whose name as Member of Sivirt LLC is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he/she/they, with full power and authority, executed the same voluntarily for and as the act of the limited liability company on the day the same bears date. Given under my hand and seal this 28th day of August, 2009.


NOTARY PUBLIC

My Commission Expires: 3/6/2011

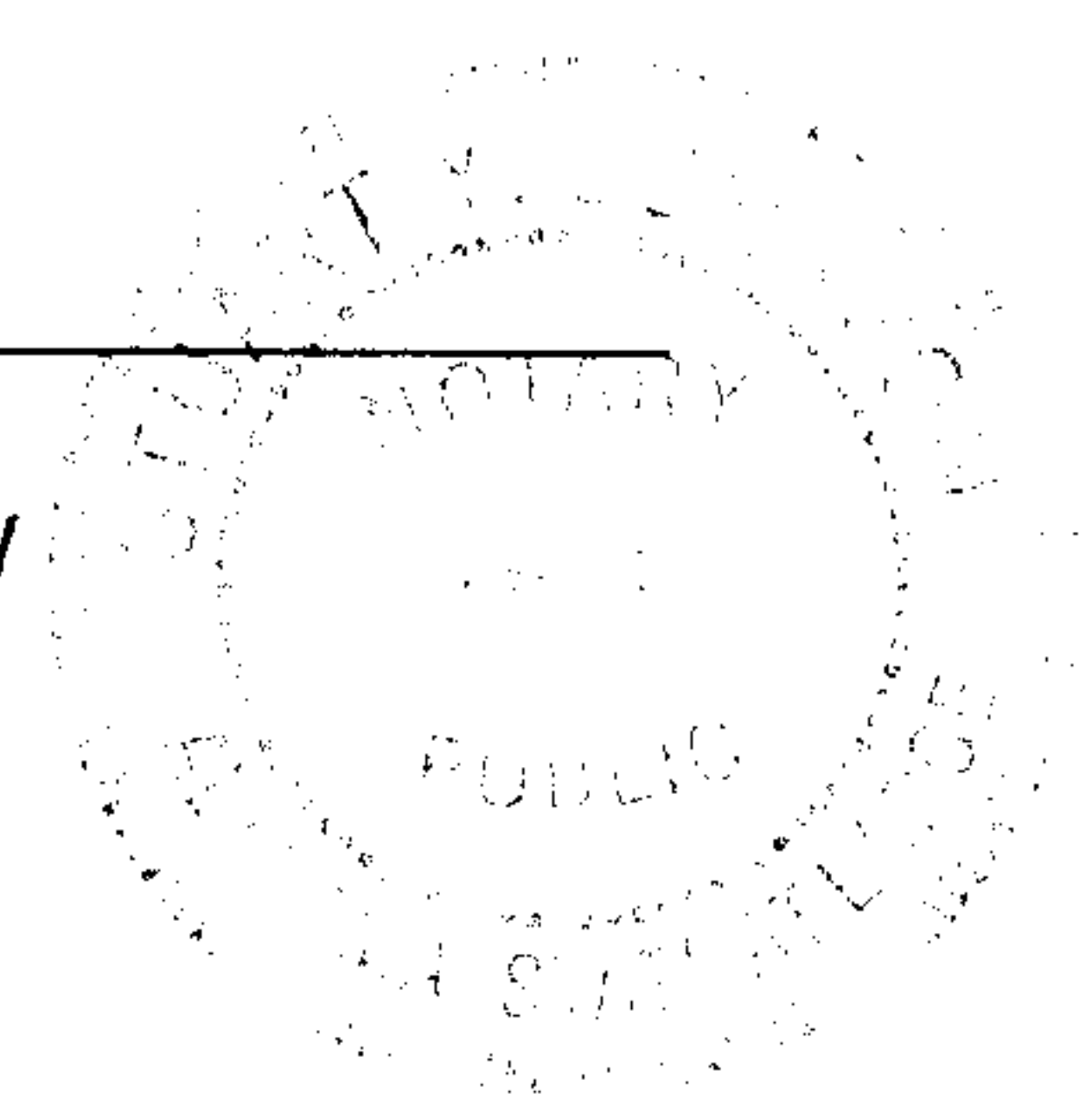



EXHIBIT "A"


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Begin at the SW corner of Section 6, Township 21 South, Range 1 East, Shelby county, Alabama, said point being the POINT OF BEGINNING; thence S89 deg. 28'56"E, a distance of 2,614.08' to a point on the Westerly R.O.W. line of Shelby County Highway 49; thence N01 deg. 28'26"E and along said R.O.W. line, a distance of 267.58' to the beginning of a curve to the left, having a radius of 13,902.58, a central angle of 01 deg. 15'46", and subtended by a chord which bears N00 deg. 33'45"E, and a chord distance of 306.43'; thence along the arc of said curve and said R.O.W. line, a distance of 306.44'; thence N00 deg. 21'57"W and along said R.O.W. line, a distance of 347.99'; thence 89 deg. 14'18"W and leaving said R.O.W. line, a distance of 1,302.63'; thence N00 deg. 39'00"W, a distance of 398.89'; thence S89 deg. 40'36"W, a distance of 1,314.63'; thence S89 deg. 46'45"W, a distance of 1,320.00'; thence S00 deg. 00'26"W, a distance of 1,318.21'; thence N89 deg. 17'37"E, a distance of 1,320.00' to the POINT OF BEGINNING. Being located in the S ½ of the Southwest ¼ of Section 6, Township 21 South, Range 1 East and in SE ¼ of the SE ¼ of Section 1, Township 21 South, Range 1 West.