

MORTGAGE

This instrument prepared by: _____
WILLIAM H. HALBROOKS, Attorney
1 INDEPENDENCE PLAZA, STE 704
BIRMINGHAM, ALABAMA 35209

STATE OF ALABAMA

JEFFERSON COUNTY

Know All Men By These Presents, that whereas the undersigned,

Cobb Building Company, Inc. , a _____ corporation ,

is/are justly indebted to JDV 2009 Investments, LLC , in the sum of

One Hundred Twelve Thousand and No/100 (\$112,000.00) Dollars evidenced

by one promissory note dated March 4 , 2011 and whereas it is desired by

the undersigned to secure the prompt payment of the 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 at maturity, the undersigned, do, or does,

hereby grant, bargain, sell and convey unto the said JDV 2009 Investments,

LLC (hereinafter called Mortgagee) the following described real property

situated in Shelby County, Alabama, to-wit:

Lot 28, according to the Map of Kinsale Gardens Homes, 3rd Sector, as
recorded in Map Book 41, Page 90, in the Probate Office of Shelby
County, Alabama.

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

The proceeds of this loan have been applied against the purchase price
of the property described herein, conveyed to mortgagor simultaneously
herewith.

Said property is warranted free from all encumbrances and against any

adverse claims.

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, 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 fail to keep said property insured as above specified or fail to deliver said insurance
policies to said Mortgagee then said Mortgagee has the option of insuring said property for said
sum 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, assessment or
insurance shall become a debt to said Mortgagee, additional to the debt hereby specially secured,
and shall be covered by the mortgage, and bear interest from the date of payment by said
Mortgagee and be at once due and payable.

