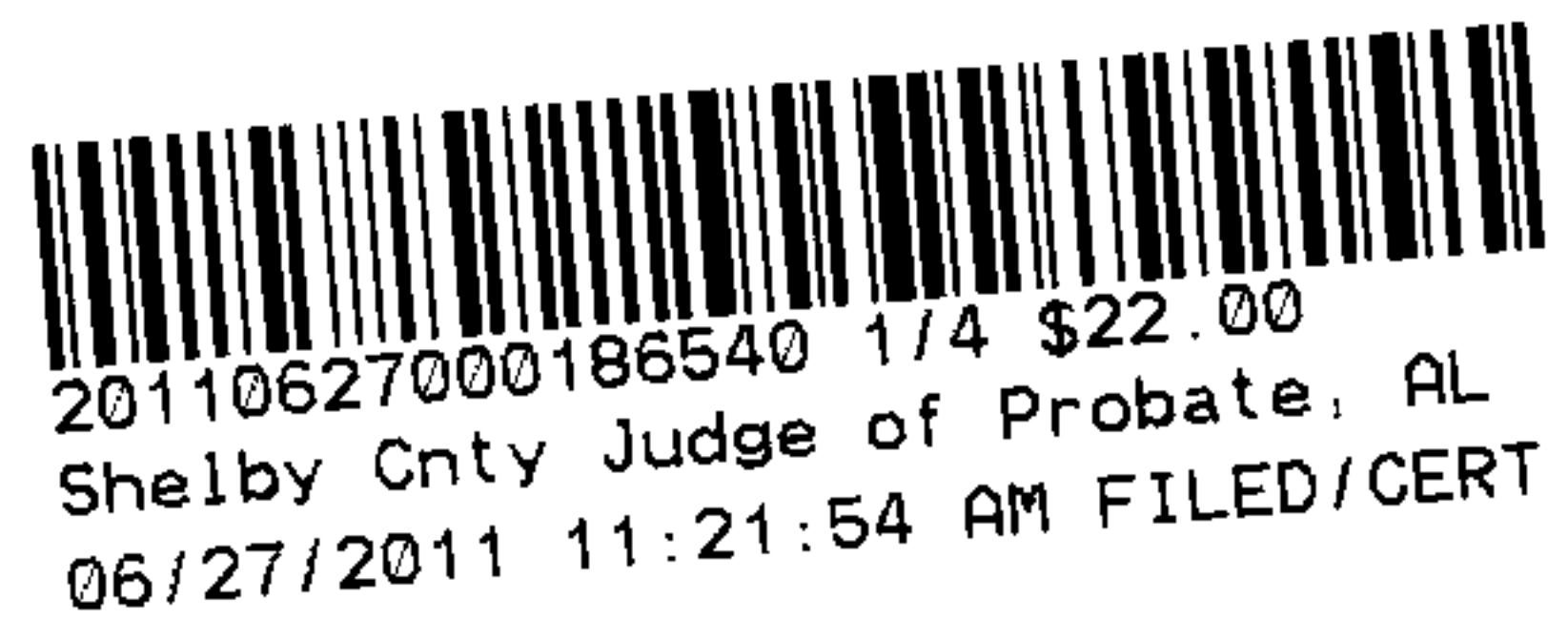


This instrument was prepared by:
John L. Hartman, III
P. O. Box 846
Birmingham, AL 35201-0846



MORTGAGE

STATE OF ALABAMA

COUNTY OF Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Richard O. Davis and wife, Lyn L. Davis

(hereinafter called "Mortgagors", whether one or more) are justly indebted to

LEGACY COMMUNITY FEDERAL CREDIT UNION, a federally chartered credit union,

(hereinafter called "Mortgagee" whether one or more), in the sum of Four Hundred Sixty Thousand and 00/100 (\$460,000.00) DOLLARS, 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 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.

If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is transferred and Mortgagor is not a natural person) without Mortgagee's prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by federal law as of the date of this Mortgage. If Mortgagee exercises this option, Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Mortgagor must pay all sums secured by this Mortgage. If Mortgagor fails to pay these sums prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand on Mortgagor.

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, 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 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.


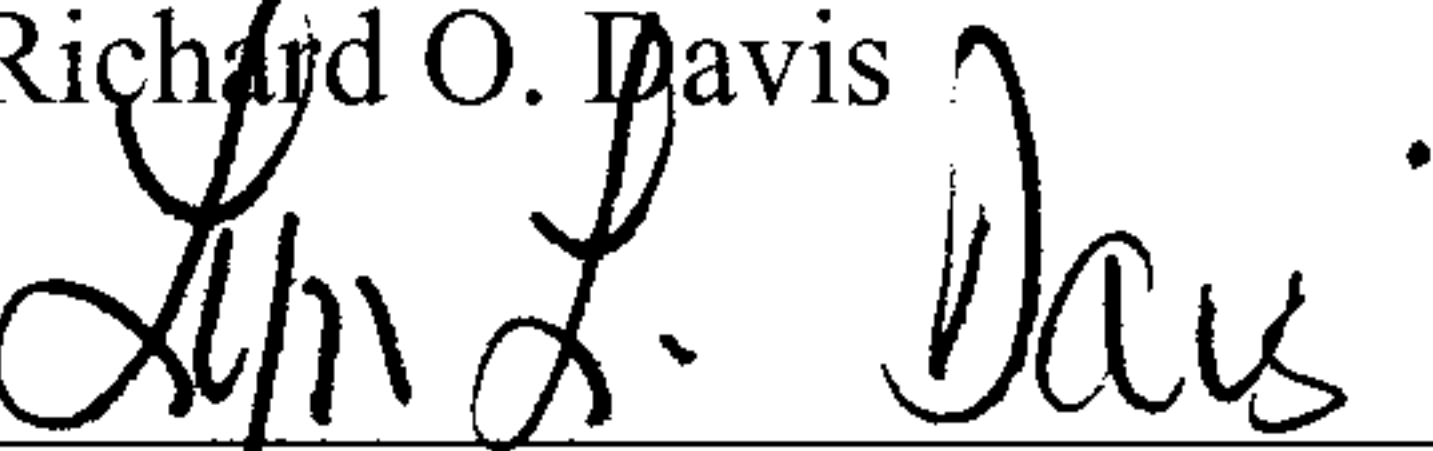
UPON CONDITION, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment 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 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 Court House 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 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.

If one or more riders are executed by Borrower and recorded together with this Security Interest, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

X Construction/Permanent Loan Mortgage Rider

IN WITNESS WHEREOF, the undersigned Richard O. Davis and Lyn L. Davis, have hereunto set their signatures and seals this the 23rd day of June, 2011.

 (SEAL)
Richard O. Davis
 (SEAL)
Lyn L. Davis

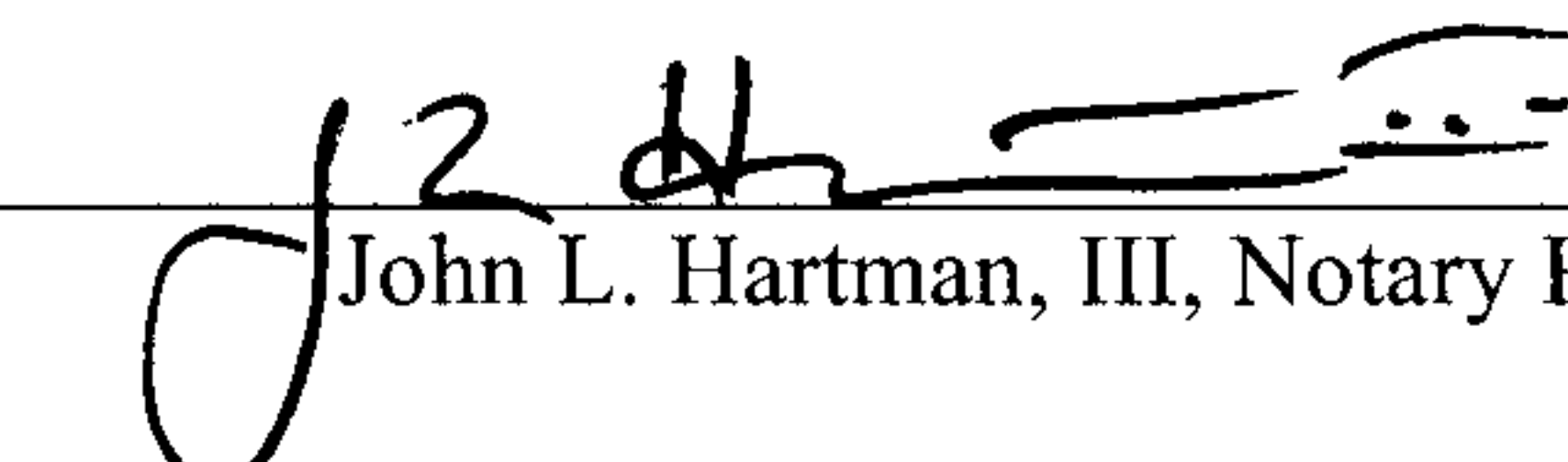
STATE OF ALABAMA
JEFFERSON COUNTY

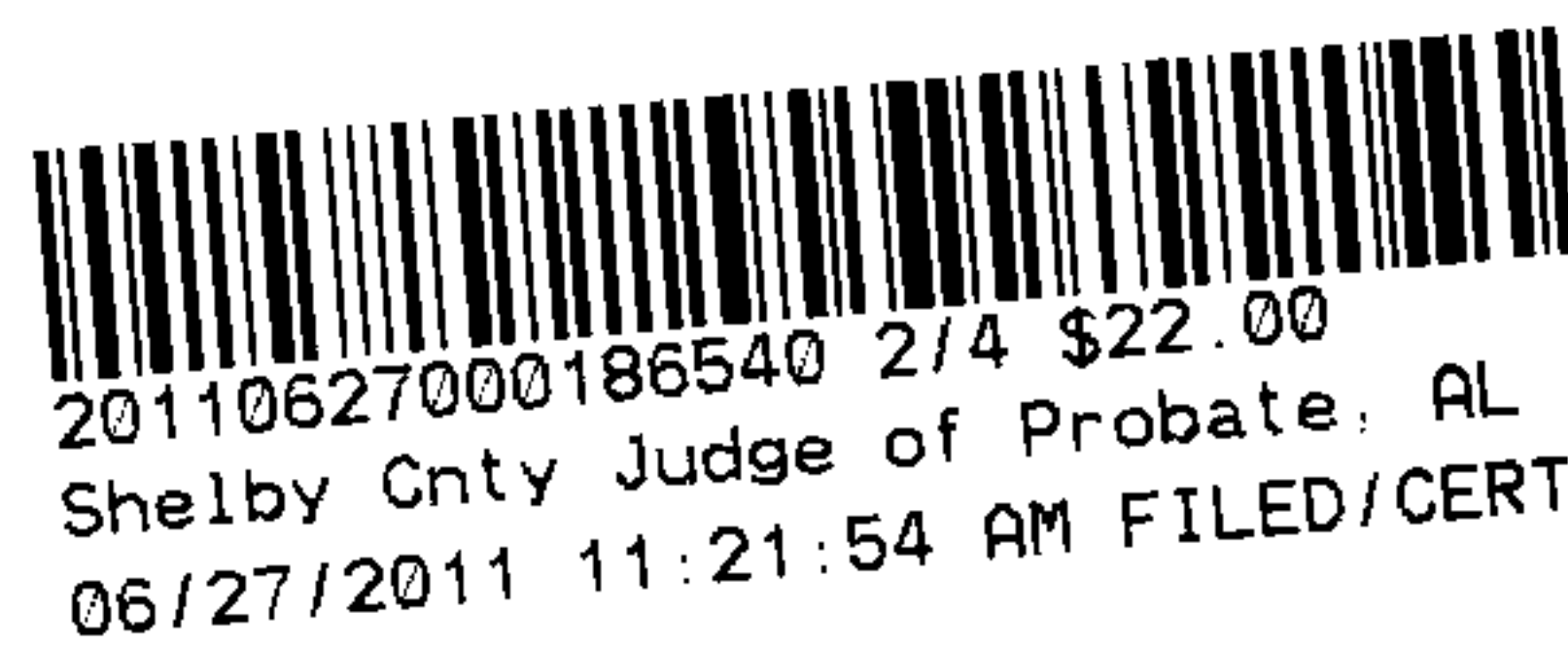
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Richard O. Davis** and **Lyn L. Davis**, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 23rd day of June, 2011.

My Commission Expires:

8/1/13


John L. Hartman, III, Notary Public



**CONSTRUCTION/PERMANENT LOAN
MORTGAGE RIDER**

This Construction/Permanent Loan Mortgage Rider is made this 23rd day of June, 2011 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), of the same date (1) given by the undersigned (the "Borrower") to secure the Borrower's promissory note, as amended (the "Note"), to LEGACY COMMUNITY FEDERAL CREDIT UNION (the "Lender") of the same date and (2) covering the property described in the Security Instrument and located at:


399 Tyndal Farm Road, Columbiana, AL 35051

1. This is a Construction/Permanent Loan, and the indebtedness evidenced by the Note shall be advanced by the Lender to the Borrower pursuant to a Loan Agreement of even date herewith. Interest will accrue on the principal amount of the Note which has been advanced and is outstanding from time to time and payments of interest only will be due monthly under the terms of the note and security instrument until December 1, 2011 at which time interest will begin to accrue and payments of principal and interest will be due monthly beginning January 1, 2012, until December 1, 2026, at which time the entire balance outstanding under the Note will be due and payable.

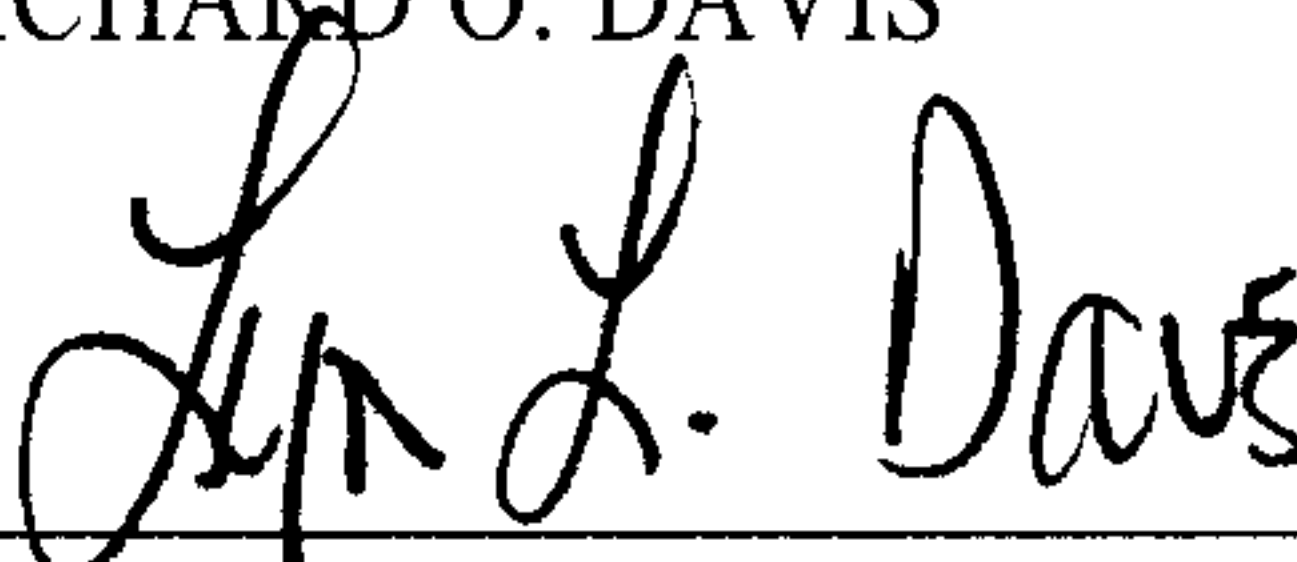
2. Except as specifically modified and amended hereby, the Security Instrument, including, without limitation, the property description contained (herein, shall remain in full force and effect in accordance with its terms,

THIS IS A CREDIT LINE DEED OF TRUST. The maximum aggregate amount of principal to be secured at any one time is \$460,000.00.

By signing below, the Borrower accepts and agrees to the terms and covenants contained in this Construction/Permanent Loan Rider.



RICHARD O. DAVIS



LYN L. DAVIS



20110627000186540 3/4 \$22.00
Shelby Cnty Judge of Probate, AL
06/27/2011 11:21:54 AM FILED/CERT

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel I

Parcel I:

Beginning at the Northeast corner of Section 15, Township 20 South, Range 1 West, Shelby County, Alabama and run thence westerly along the North line of said Section 15 a distance of 829.17 feet to a point; thence turn 89 degrees 38 minutes 30 seconds right and run southerly 395.17 feet to a point; thence turn 90 degrees 21 minutes 30 seconds left and run easterly 381.95 feet to a point; thence turn 41 degrees 31 minutes 17 seconds left and run northeasterly 600.65 feet to the point of beginning.

Parcel II:

Beginning at the Northeast corner of Section 15, Township 20 South, range 1 West, Shelby County, Alabama and run thence Southerly along the east line of said Section 15 a distance of 845.00 feet to a point; thence turn 89 degrees 38 minutes 30 seconds right and run westerly 447.22 feet to a point; thence turn 90 degrees 21 minutes 40 seconds right and run northerly 246.83 feet to a point; thence turn 48 degrees 07 minutes 13 seconds right and run northeasterly 600.65 feet to the point of beginning.

Parcel III Easement:

Commence at the northeast corner of Section 15, Township 20 South, Range 1 West, Shelby County, Alabama and run thence southerly along the east line of said Section 15 a distance of 1,315.68' to a point; thence turn 89°43'42" right and run westerly 59.55' to a point in the centerline of an existing road and the point of beginning, on the centerline, of proposed easement; thence turn 50°30'03" right and run northwesterly along centerline of said road 101.16' to a point; thence turn 3°02'30" left and continue along centerline of said road 356.72' to a point; thence turn 4°59'35" right and run along centerline of said road 131.30' to a point; thence turn 52°22'20" left and run westerly along the south line of just described parcels 3 and 2 a distance of 1,343.35' to a point; thence turn 90°21'30" right and run northerly along the west line of just described parcel 2 a distance of 870.0' to the end of proposed easement.

Parcel IV Easement:

A strip of land ten feet wide for ingress and egress that lies along the west line of Parcel No. 5 beginning at the southeast corner of Parcel No. 3 and run northerly ten feet east of and contiguous with the east line of Parcel No. 3 for a distance of 225.0' to the south line of Parcel No. 4 and the end of easement.

Parcel II

A part of the NE ¼ of the NE ¼ of Section 15, Township 20 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:

Commence at the NE corner of Section 15, Township 20 South, Range 1 West, Shelby County, Alabama and run thence southerly along the east line of said Section 15 a distance of 645.0' to the point of beginning of the property being described; thence continue along last described course 670.68' to an existing old axle corner; thence turn 89°43'42" right and run westerly 59.55' to a point in the centerline of an existing road; thence turn 50°30'03" right and run northwesterly along centerline of said road 101.16' to a point; thence turn 3°02'30" left and continue northwesterly along centerline of said road 356.72' to a point; thence turn 4°59'35" right and run northwesterly along centerline of said road 131.30' to a point; thence turn 37°49'10" right and run northerly 225.0' to a point; thence turn 89°38'20" right and run easterly 447.22' to the point of beginning.

Easement No. 1

Commence at the NE corner of Section 15, Township 20 South, Range 1 West Shelby County, Alabama and run thence southerly along the east line of said Section 15 a distance of 1,315.68' to a point; thence turn 89°43'42" right and run westerly 59.55' to a point in the centerline of an existing road and the point of beginning, on the centerline, of proposed easement; thence turn 50°30'03" right and run northwesterly along centerline of said road 101.16' to a point; thence turn 3°02'30" left and continue along centerline of said road 356.72' to a point, thence turn 4°59'35" right and run along centerline of said road 131.30' to a point; thence turn 52°22'20" left and run westerly along the south line of just described parcels 3 and 2 a distance of 1,343.35 to a point; thence turn 90°21'30" right and run northerly along the west line of just described parcel 2 a distance of 870.0 to the end of proposed easement.

Easement No. 2

A strip of land ten feet wide for ingress and egress that lies along the west line of Parcel No. 5 beginning at the SE corner of Parcel No. 3 and run northerly ten feet east of and contiguous with the east line of Parcel No. 3 for a distance of 225.0' to the south line of Parcel No. 4 and the end of easement.

