



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.

IN WITNESS WHEREOF, the undersigned Mortgagor, by its Members, who are authorized to execute this conveyance, hereto set its signature and seal this the 14th day of October, 2005.

MOUNTAINVIEW, LLC

By: J. Wayne Graves (SEAL)  
J. Wayne Graves, Managing Member

By: David Keith (SEAL)  
David Keith, Member

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **J. Wayne Graves**, whose name as Managing Member of MOUNTAINVIEW LLC, an Alabama limited liability company, 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, as such Managing Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 14th day of October, 2005.

My Commission Expires: 08/04/09

John L. Hartman, III  
John L. Hartman, III, Notary Public

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **David Keith**, whose name as Member of MOUNTAINVIEW LLC, an Alabama limited liability company, 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, as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 14th day of October, 2005.

My Commission Expires: 08/04/09

John L. Hartman, III  
John L. Hartman, III, Notary Public

  
20051019000543990 2/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
10/19/2005 02:19:16PM FILED/CERT

**EXHIBIT "A"**

**Beginning at the Southeastern corner of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and running with the Southern boundary of the SE 1/4 (36-18-2) North 87°53'19" West for 738.99 feet to a point; thence leaving Southern boundary and running 3 new lines to-wit: (1) North 02°05'06" East for 237.48 feet to a point; (2) North 18°46'03" East for 349.83 feet to a point; (3) North 83°44'08" East for 158.27 feet to an iron pin on the Southeastern corner of property of First National Bank; thence with property of First National Bank for 4 courses to-wit: (1) a curve to the right with a chord bearing of North 85°48'24" East for 34.11 feet (R=184.50 feet; L= 34.16 feet) to a point; (2) South 88°47'47" East for 88.60 feet to a point; (3) a curve to the left with a chord bearing of North 52°42'13" East for 168.70 feet (R=135.50 feet; L=182.10 feet) to a point; (4) a compound curve to the left with a chord bearing of North 01°52'10" West for 88.37 feet (R=160.50 feet; L=89.53 feet) to a point; thence 3 courses with private road to-wit: (1) North 72°09'04" East for 33.85 feet to a point; (2) North 16°23'44" West for 23.62 feet to a point; (3) North 31°51'47" East for 46.24 feet to a point in the boundary of Inverness Corner Out Parcel E and Pier One Imports, North 28°42'18" East for 254.51 feet to an iron pin on the Southern right of way for U.S. 280; thence with U.S. 280 a curve to the left with a chord bearing of South 66°26'58" East for 33.20 feet (R=3474.05 feet; L=33.20 feet) to an iron pin; thence leaving U.S. 280 and running with the Eastern boundary of Lot 1 (MB 24-5) Lot 2D-2 (MB 21-92) and Lot 2D-3A (MB 25-143) South 00°10'47" East for 1086.51 feet to the Point of Beginning.**

**Less and except any part of subject property lying within a road right of way.**



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