

THIS INSTRUMENT PREPARED BY: Law Offices of Christopher R. Smitherman, LLC 725 West Street Post Office Box 261 Montevallo, Alabama 35115 (205) 665-4357

STATE OF ALABAMA	
	REAL ESTATE MORTGAGE
SHELBY COUNTY	

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS Freedom Land Developers, L.L.C., an Alabama Limited Liability Company, hereinafter called "Mortgagor," is justly indebted to FIN Properties, L.L.C., an Alabama Limited Liability Company, hereinafter called "Mortgagee," in the principal sum of Fifty Thousand & 00/100 Dollars (\$50,000.00) together with interest at Eight (8%) percent as evidenced by a promissory note bearing even date herewith and payable in 1 installment of Fifty-Two Thousand & 00/100 (\$52,000.00) due on or before the 22nd day of October, 2006.

NOW, in order to secure the prompt payment of said note, when due, the Mortgagor for and consideration of the premises, and for other good and valuable consideration received, to the Mortgagor by the Mortgagee, does hereby GRANT, BARGAIN, SELL AND CONVEY to the Mortgagee of the following described real estate situated in **Shelby County**, **Alabama**, to wit:

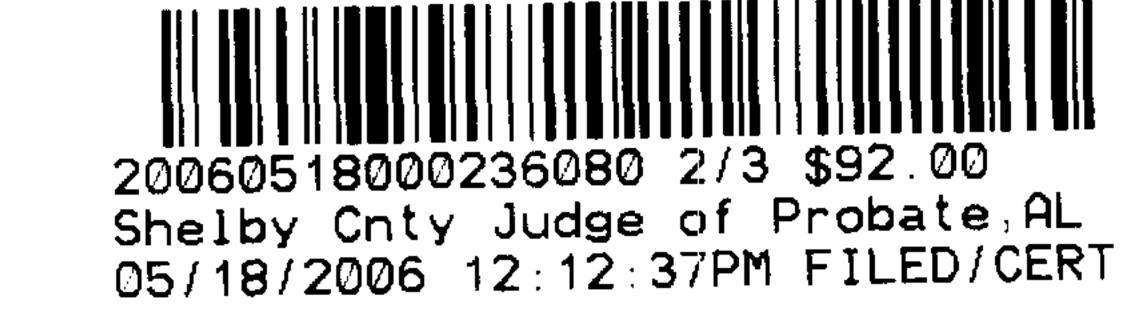
See attached legal description marked as Exhibit "A".

Note: This mortgage is executed by a member, as required by the Articles of Organization and the Operating Agreement of Freedom Land Developers, LLC, an Alabama Limited Liability Company, and that the same have not been modified or amended.

TO HAVE AND TO HOLD the aforegranted premises, together with the improvements and appurtenances thereunto belonging, unto the Mortgagee forever. And the Mortgagor does hereby covenant with the Mortgagee, and the heirs and assigns of the Mortgagee, that the Mortgagor, is lawfully seized in fee simple of said premises; that the said premises are free of and from all encumbrances except as otherwise noted above; and that the Mortgagor will warrant and forever defend the same against the lawful claims and demands of all persons.

BUT THIS CONVEYANCE IS MADE UPON THE FOLLOWING CONDITIONS NEVERTHELESS, that is to say. If the Mortgagor shall well and truly pay, or cause to be paid, the said promissory note, and each and every installment thereof, and interest thereon, when due and all other amounts which may become due hereunder when such become due then this conveyance shall become null and void. But should the Mortgagor fail to pay said note, or any installment thereof when due or shall fail to pay any other sums that become due hereunder when due, then all of said indebtedness shall become due and payable at once, at the option of the Mortgagee. However, failure of the Mortgagee to enforce this provision as to one or more delinquent installments or other amounts due hereunder shall not be waiver of the right to subsequently invoke such provision. Upon any such default by the Mortgagor, the Mortgagee or the successors, heirs, assigns, agents, or attorneys of the authorized and empowered to sell the said property hereby conveyed at auction for cash at the Courthouse door of the County in which said property is situated, after first having given notice thereof for three (3) weeks by publication in any newspaper then published in the county in which said property is situated, and to execute a property conveyance to the purchaser and out of the sale proceeds to the Mortgagee shall first pay all expenses incident thereto, together with reasonable attorney's fee, then retain enough to pay said note and interest thereon and any sums advanced by the Mortgagee for taxes, assessments, insurance, and other encumbrances, if any. The balance, if any, shall be paid over to the Mortgagor. In the event of such sale, the Mortgagee, or successors,

656



assigns, agents or attorneys of the Mortgagee, are hereby authorized and empowered to purchase the said property the same as if they were strangers to this conveyance and any such sale, and the auctioneer or person making the sale is empowered and directed to make and execute a deed to the purchaser at such sale in the name of the Mortgagor.

It is also agreed that in case the Mortgagee, or the heirs, successors or assigns of the Mortgagor, see fit to foreclose this mortgage in a court having proper jurisdiction, that the Mortgagor will pay a reasonable attorney's fee for the bringing and prosecution of such foreclosure action and for any appeals therefrom, together with all costs of litigation incurred by the Mortgagee, all of which shall be and constitute a part of the debt hereby secured.

The Mortgagor specially waives all exemptions which Mortgagor now or hereafter may be entitled to under the Laws and Constitution of the State of Alabama in regard to the collection of the debt secured hereby.

The Mortgagor reserves unto the Mortgagor, and the heirs, successors and assigns of the Mortgagor the right of possession of the said property until after a foreclosure sale has been effected according to the terms of the conveyance.

The Mortgagor agrees to pay all taxes and assessments, general or special, levied upon such property before such become delinquent. Should the Mortgagor fail to pay any taxes or assessments before they become delinquent, then the Mortgagee is hereby authorized to do so, and all such payments shall thereupon constitute a part of the debt secured hereby.

Should the Mortgagor fail to pay any taxes or assessments, as hereinabove provided, and should the Mortgagee pay the same, then the Mortgagor shall be deemed to have materially breached the terms of this instrument if the Mortgagor fails to reimburse the Mortgagee for the same plus interest at the rate specified hereinabove within ten (10) days after the Mortgagee gives the Mortgagor written demand by first class mail of the amounts due.

Mortgagor reserves the right of possession of said premises until the law day.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage with seal affixed on the 15th day of May, 2006.

MORTGAGOR

Freedom Land Developers, L.L., Q

By: Grady Scott Lovelady

Its: Member and Authorized Agent

STATE OF ALABAMA

ACKNOWLEDGMENT

SHELBY COUNTY

I, Elizabeth S. Smitherman, a Notary Public for the State at Large, hereby certify that the above posted name, Grady Scott Lovelady as Member and Authorized Agent for Freedom Land Developers, LLC, an Limited Liability Company is signed in the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he as such officer and with full authority executed the same voluntarily for and as the act of said company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL-OF, OFFICE on this the 15th day of May, 2006.

NOTARY PUBLIC
My Commission Expires: /2-//-47

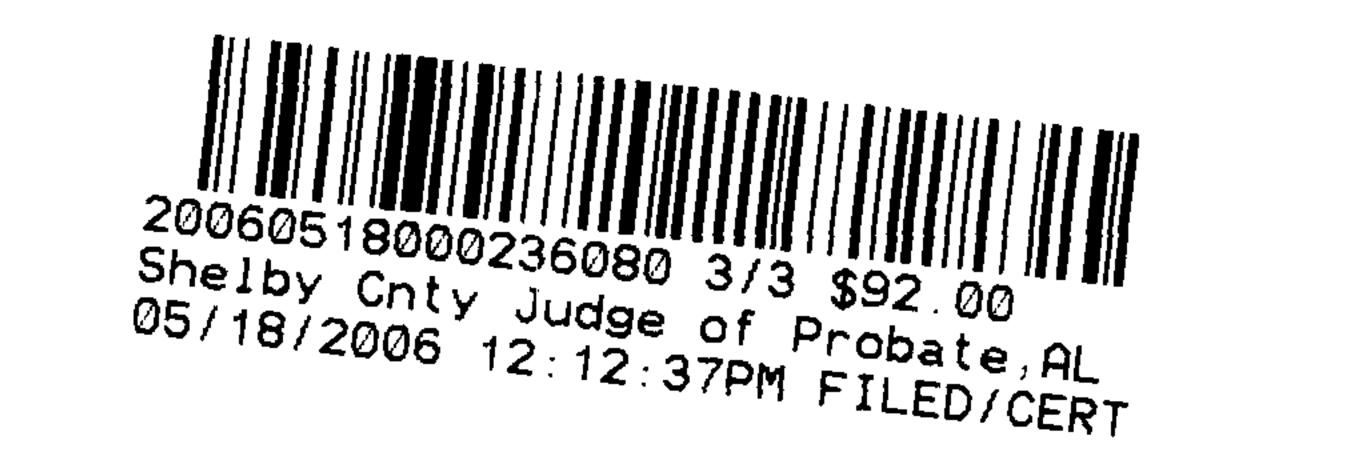


EXHIBIT "A"

Parcel -1

Beginning at the Southeast corner of Lot 8 of Storr's & Troy's Addition to the Town of Montevallo according to the survey and map recorded in Map Book 3, Page 3, in the Office of the Judge of Probate of Shelby County, Alabama and run thence South 58 degrees 42 minutes 36 seconds West along the South line of said Lot 8 a distance of 86.37 feet to a set rebar corner; thence run North 31 degrees 50 minutes 13 seconds West a distance of 158.89 feet to a set rebar corner on the Southerly margin of Main Street in the Town of Montevallo, Alabama; thence run North 59 degrees 13 minutes 12 seconds East along said margin of said street a distance of 86.60 feet to a set rebar corner; thence run South 31 degrees 45 minutes 30 seconds East a distance of 158.12 feet to the point of beginning.

According to the survey of S. M. Allen, Alabama Licensed PLS #12944, dated September 25, 2003.

8