


MORTGAGE

**STATE OF ALABAMA:
SHELBY COUNTY:**

KNOW ALL MEN BY THESE PRESENTS: That Whereas, **MB&C-Kinsale, LLC**, an Alabama Limited Liability Company, (hereinafter called "Mortgagor", whether one or more) is justly indebted to **MB&C, Inc.**, an Alabama Corporation, (hereafter called "Mortgagee", whether one or more), in the sum of **Fifty Thousand Dollars (\$50,000.00)** evidence by Real Estate Mortgage Note.

And Whereas, Mortgagor agrees, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagor, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee and Mortgagee's successors and assigns, with power of sale, the following described real estate, situated in Calera, Shelby County, Alabama, to-wit:


Lots 13, 15, 16, 17, 20, 21, 22, 38, 40, 48, 50, 52, 53, 54, 55 & 56 according to the Map and Survey of Kinsale garden Homes, 1st Sector, as recorded in Map Book 34, Page 16, in the probate Office of Shelby County, Alabama.

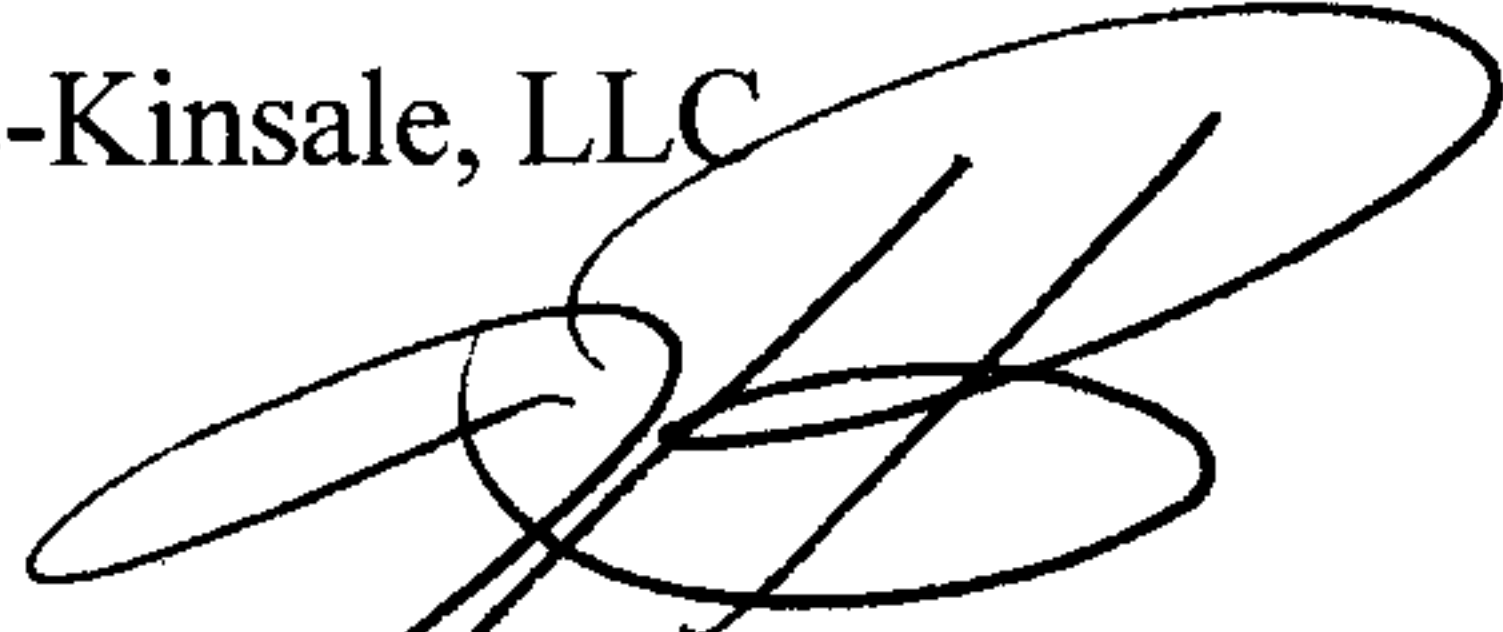
TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successors, heirs and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should 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 insure as above specified, or fail to deliver 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 Mortgage 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 Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default 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 amounts that may have been expended, or that it may then be necessary 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 further agreed that said Mortgagee 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 have hereunto set his signature and seal as managing member, this the **19th day of October, 2006.**

MB&C-Kinsale, LLC

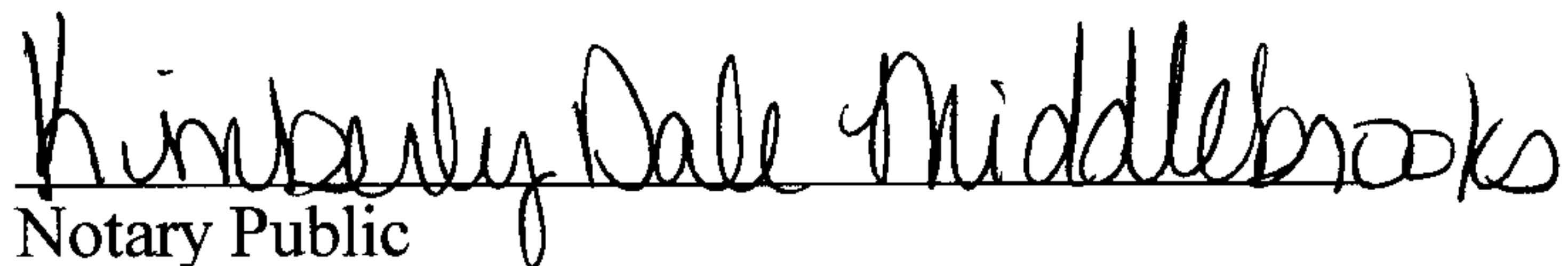

By: J. Harry Blalock, Managing Member

ACKNOWLEDGEMENT

STATE OF ALABAMA:
SHELBY COUNTY:

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **J. Harry Blalock**, whose name as Managing Member of **MB&C-Kinsale, 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 such instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and official seal this **19th day of October, 2006.**


Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 16, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS