

## MORTGAGE

Know All Men by These Presents, that whereas the undersigned TOMMY OSWALT, (hereinafter known as "Mortgagor") justly indebted to C<sup>3</sup> HOLDINGS, L.L.C., (hereinafter known as "Mortgagee") in the sum of FIFTY-FIVE THOUSAND AND NO/100'S DOLLARS (\$55,000.00) evidenced by his promissory note in the same amount and dated the same day of this mortgage and whereas it is desired by the undersigned to secure the prompt payment of said indebtedness with no interest when the same falls due, June 1, 2008, or before if desired to be paid off early.

Now Therefore in consideration of the said indebtedness, and to secure the prompt payment of the same at maturity, the undersigned, Mortgagor does, hereby grant, bargain, sell and convey unto the said Mortgagees, the following described real property situated in SHELBY County, Alabama, to wit:

**Commence at the Northwest corner of the NW ¼ of Section 28, Township 19 South, Range 2 West; thence run Southerly along the West boundary of Section 28 a distance of 666.20 feet to the point of beginning; thence continue in a Southerly direction along said West line of Section 28 a distance of 919.06 feet; thence turn an angle to the left of 89 deg. 92 min. 06 sec. and run Easterly a distance of 415.93 feet; thence turn an angle to the left of 90 deg. And run North a distance of 898.71 feet, more or less; thence turn an angle to the left and run in a Westerly direction a distance of 418.55 feet to the point of beginning. Said property is lying in the NW ¼ of NW ¼ and SW ¼ of NW ¼ of Section 28, Township 19 South, Range 2 West.**

**Situated in Shelby County, Alabama.**

This property is not the homestead of Tommy Oswalt.

This is a purchase money first mortgage and is being executed simultaneously with the deed conveying the real estate.

This mortgage is not assumable except with the prior written consent of the Mortgagees.

To Have and To Hold the above granted premises unto the said Mortgagees forever; and for the purpose of further securing the payment of 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 Mortgagees, with loss, if any, payable to said Mortgagees, as the interest of said Mortgagees has the option of insuring said property for said sum for the benefit of said Mortgagees, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagees for taxes, assessments or insurance, shall become a debt to said Mortgagees, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from the date of payment by said Mortgagees, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagees 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 be made in the payment of any sum expended by the said Mortgagees, or should said indebtedness hereby secured, or if any statement of lien is filed under the Statutes of Alabama relating to the liens of mechanics and materialmen without regard to form and contents of such statement and without regard to the existence or non-existence of the debt or any part thereof or of the lien on which such statement is based, 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 Mortgagees 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, in some newspaper published in said County and State, to sell the same in lots or parcels, or en masse, as Mortgagees may deem best, in front of the Court House door in said County, at public outcry, to the highest bidder for cash and apply the proceeds of said 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 maybe necessary then to expended 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 collected beyond the day of sale; and Fourth, the remainder, if any, to be turned over to the said Mortgagor; and the undersigned, further agree that said Mortgagees may bid at said sale and purchase said property, if the highest bidder therefore, as though a stranger hereto, and the person acting as auctioneer at such sale is hereby authorized and empowered to execute a deed to the purchaser thereof in the name of the Mortgagees for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereto secured.

The Mortgagor will provide proof to the Mortgagees annually that both taxes and insurance in the amount of the principal balance have been paid.

Any estate of interest herein conveyed to said Mortgagees, or any right of power granted to said Mortgagees in or by this mortgage is hereby expressly conveyed and granted to the heirs, and agents, and assigns of said Mortgagees, or to the successors and agents and assigns of said Mortgagees.

IN WITNESS WHEREOF, we have hereunto set our hand and seal on this the \_\_\_\_ day of May, 2007.

MORTGAGOR:

Tommy Oswalt  
TOMMY OSWALT

State of Alabama)  
Jefferson County)

On this 29<sup>th</sup> day of May, 2007, I Kimberly P. Bryant, a Notary Public in and for said state and county hereby certify that TOMMY OSWALT whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me that, being informed of the contents of the conveyance, he executed the same voluntarily and as his own act on the day the same bears date.

Given under my hand and seal of office this the 29<sup>th</sup> day of May, 2007.

Kimberly P. Bryant  
Notary Public  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Apr 7, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires: \_\_\_\_\_

This instrument prepared by:

Ernest Cory, Attorney  
2131 Magnolia Avenue, 2<sup>nd</sup> Floor  
Birmingham, Alabama 35205

  
20070531000253810 2/3 \$99.50  
Shelby Cnty Judge of Probate, AL  
05/31/2007 12:25:16PM FILED/CERT



20070531000253810 3/3 \$99.50  
Shelby Cnty Judge of Probate, AL  
05/31/2007 12:25:16PM FILED/CERT

## PROMISSORY NOTE

\$55,000.00

05/29/07

Birmingham, Alabama

**FOR VALUE RECEIVED**, the undersigned, TOMMY OSWALT, promises to pay to the order of C<sup>3</sup> Holdings, L.L.C., an Alabama limited liability company (together with any subsequent holder hereof called "Holder"), the principal sum of Fifty-five Thousand Dollars (\$55,000.00) without interest. Amount is due and payable by June 1, 2008.

This Promissory Note has been executed and delivered pursuant to Maker's purchase of certain real property from Holder and is secured by Mortgage of even date herewith, reference to which mortgage is made for the terms and conditions under which the Promissory Note is given and secured. The Maker does hereby acknowledge and agree that the Holder shall be entitled to all of the rights of a holder in due course of negotiable instruments.

**Events of Default.** The occurrence of any one or more of the following events shall constitute an event of default hereunder (an "Event of Default"):

- a. If the Maker shall fail to make the payment on this Note when due and such failure continues for five (5) days after the Holder notifies the Maker thereof in writing; provided, however, if notice is given on three (3) separate occasions, then any subsequent failure that continues for five (5) days shall constitute an Event of Default without the necessity of notice.
- b. If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors (a "Bankruptcy Law"), the Maker shall (i) commence a voluntary case or proceeding; (ii) consent to the entry of an order for relief against it in an involuntary case; (iii) consent to the appointment of a trustee, receiver, assignee, liquidator or similar official; (iv) make an assignment for the benefit of its creditors; or (v) admit in writing its inability to pay its debts as they become due.
- c. If a final judgment shall be rendered by a court of law or equity against the Maker for the payment of money which shall remain unsatisfied for a period of 90 days without a stay of execution.

**Remedies.** Upon the occurrence of an Event of Default, at the option of the Holder, the entire principal amount due hereunder, together with all accrued interest and any other amounts due hereunder, shall, without demand or notice, immediately become due and payable and the Holder may exercise any rights or remedies available to Holder hereunder or otherwise available at law or in equity and such rights and remedies shall be cumulative and may be exercised successively or concurrently. No delay or omission on the part of the Holder in exercising any right under this Note shall operate as a waiver of such right.

**Cost of Collection.** The Maker shall reimburse the Holder for all costs and expenses (including, without limitation, attorney's and paralegal fees and charges) reasonably incurred by the Holder in enforcing or collection, or attempting to enforce or collect, the obligations evidenced by this Note, whether or not suit is instituted.

**IN WITNESS WHEREOF**, this Note has been duly sealed, executed and delivered the day and year first above written.

"MAKER"

Witness:

Kimberly Paige Bynum  
5/29/07

Tommy Oswalt

Tommy Oswalt  
Tommy Oswalt