

*This instrument was prepared by:*

John L. Hartman, III

P. O. Box 846

Birmingham, AL 35201-0846

## **MORTGAGE**

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**STATE OF ALABAMA**

**COUNTY OF SHELBY**

**KNOW ALL MEN BY THESE PRESENTS: That Whereas,**

**Darren Callahan**, a single man

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

**NSH CORP.**, an Alabama corporation

(hereinafter called "Mortgagee" whether one or more), in the sum of Two Hundred Six Thousand Five Hundred and 00/100 (\$206,500.00) DOLLARS, evidenced by a real estate mortgage note executed simultaneously herewith

AND WHEREAS, Mortgagor 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 Mortgagor 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.

ALSO SUBJECT TO: (1) That certain Mortgage dated 10/14/05, from Cahaba Beach Investments, LLC to Compass Bank, filed for record 10/24/05, recorded in Instrument 20051024000550560 in the Probate Office of Shelby County, Alabama; (2) Assignment of Rents and Leases dated 10/14/05 between Cahaba Beach Investments, LLC and Compass Bank, filed for record 10/24/05 and recorded in Instrument 20051024000550570 in said probate office; (3) UCC Financing Statement recorded in Instrument 20051024000550580 showing Cahaba Beach Investments, LLC as debtor and Compass Bank as secured party, filed for record on 10/24/05 in the Probate Office of Shelby County, Alabama.

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.

IN WITNESS WHEREOF, the undersigned Darren Callahan has hereunto set his signature and seal this the 28th day of November, 2007.



(SEAL)

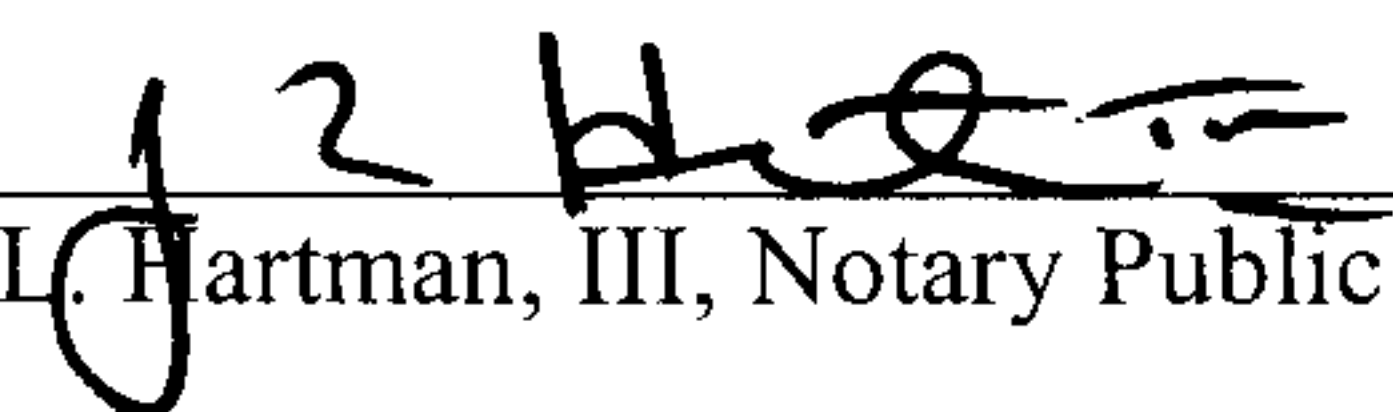
Darren Callahan

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Darren Callahan**, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 28th day of November, 2007.

My Commission Expires: 08/04/09

  
John L. Hartman, III, Notary Public



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

20071203000547060 3/3 \$326.75  
Shelby Cnty Judge of Probate, AL  
12/03/2007 12:46:37PM FILED/CERT

Unit 177, Building 44, in Edenton, a Condominium, as established by that certain Declaration of Condominium, which is recorded in Instrument 20070420000184480, in the Probate Office of Shelby County, Alabama, First Amendment to Declaration of Edenton as recorded in Instrument 20070508000215560, 2<sup>nd</sup> Amendment to the Declaration of Condominium of Edenton as recorded in Instrument 20070522000237580, 3<sup>rd</sup> Amendment to the Declaration of Condominium of Edenton as recorded in Instrument 20070606000263790, and the 4<sup>th</sup> Amendment to the Declaration of Condominium of Edenton as recorded in Instrument 20070626000297920, 5<sup>th</sup> Amendment to the Declaration of Condominium of Edenton as recorded in Instrument 20070817000390000 and any amendments thereto, to which Declaration of Condominium a plan is attached as Exhibit "C" thereto, and as recorded as the Condominium Plat of Edenton a Condominium, in Map Book 38, page 77, and 1<sup>st</sup> Amended Condominium Plat of Edenton, a condominium as recorded in Map 39, Page 4, and any future amendments thereto, Articles of Incorporation of Edenton Residential Owners Association, Inc. as recorded in Instrument 20070425000639250 in the Office of the Judge of Probate of Shelby County, Alabama, and to which said Declaration of Condominium the By-Laws of Edenton Residential Owners Association Inc. are attached as Exhibit "B" thereto, together with an undivided interest in the Common Elements assigned to said Unit, by said Declaration of Condominium set out in Exhibit "D". Together with rights in and to that certain Non-Exclusive Roadway Easement as set out in Instrument 20051024000550530 in the Office of the Judge of Probate of Shelby County, Alabama.

SUBJECT TO: (1) Current taxes; (2) Right of Way granted to Alabama Power Company by instrument recorded in Deed Book 126, Page 187, Deed Book 185, page 120, Real 105, page 861 and Real 167, page 335 in the Probate Office of Shelby County, Alabama; (3) Roadway Easement Agreement as recorded in Instrument 20051024000550530 and Instrument 20061024000523450 in the Probate Office of Shelby County, Alabama; (4) Restrictive Use Agreement between JRC Lakeside Limited Partnership and Cahaba Beach Investments, LLC as recorded in Instrument 20051024000550540 and in Instrument 20061024000523460 in the Probate Office of Shelby County, Alabama; (5) Easement for grading and slope maintenance recorded in Instrument 20060817000404390 in the Probate Office of Shelby County, Alabama; (6) Easement to BellSouth, as recorded in Instrument 20060920000466950 and Instrument 20070125000038780 in the Probate Office of Shelby County, Alabama; (7) Easement to Alabama Power Company recorded in Instrument 20061212000601050, Instrument 20061212000601060, Instrument 20060828000422250 and Instrument 20061212000601460, Instrument 20070517000230870 and Instrument 20070517000231070 in the Probate Office of Shelby County, Alabama; (8) Declaration of Condominium of Edenton, a Condominium which is recorded in Instrument 20070420000184480, First Amendment to Declaration of Edenton as recorded in Instrument 20070508000215560, 2<sup>nd</sup> Amendment to the Declaration of Condominium of Edenton as recorded in Instrument 20070522000237580, 3<sup>rd</sup> Amendment to the Declaration of Condominium of Edenton as recorded in Instrument 20070606000263790 and the 4<sup>th</sup> Amendment to the Declaration of Condominium of Edenton as recorded in Instrument 20070626000297920, 5<sup>th</sup> Amendment to the Declaration of Condominium of Edenton as recorded in Instrument 20070817000390000 in the Probate Office of Shelby County, Alabama, and any amendments thereto; (9) Articles of Incorporation of Edenton Residential Owners Association Inc. as recorded in Instrument 20070425000639250 in the Office of the Judge of Probate of Shelby County, Alabama; (10) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Real 41, page 83 and Deed Book 176, Page 186 in the Probate Office of Shelby County, Alabama; (11) Restrictions as set out in Real 54, page 199, in the Office of the Judge of Probate of Shelby County, Alabama; (12) Assignment and Conveyance with Development Agreements and Restrictive Covenants by and between Cahaba Land Associates LLC and Cahaba Beach Investments LLC as recorded in Instrument 20051024000550520, in the Office of the Judge of Probate of Shelby County, Alabama; (13) Rights of others in and to the non-exclusive easement as set out in Easement Agreement in Instrument 20051024000550530 in the Office of the Judge of Probate of Shelby County, Alabama.