

20080114000017810 1/6 \$804.50  
Shelby Cnty Judge of Probate, AL  
01/14/2008 12:35:16PM FILED/CERT

STATE OF ALABAMA     )  
                                     :  
SHELBY COUNTY         )

**MORTGAGE**

**KNOW ALL MEN BY THESE PRESENTS:**

THIS MORTGAGE, is made and entered into on this the 11<sup>th</sup> day of January, 2008, by and between **CRJ Partnership, an Alabama general partnership composed of William C. Renfro, Jr., Timothy C. Cooke, Phil Black and Bobby Renfro, as its general partners** (hereinafter referred to as the "Mortgagor") and **Gerald R. Jackson** (hereinafter referred to as the "Mortgagee"), to secure the payment of Five Hundred Eighteen Thousand Nine Hundred Sixty-Seven and 34/100 Dollars (\$518,967.34) as evidenced by a Promissory Note of even date herewith (the "Note") and payable according to the terms of said Note and any renewals, modifications or extensions thereof.

**NOW, THEREFORE**, in consideration of the premises, the Mortgagor does hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate situated in Shelby County, Alabama, to-wit:

Lot 2, according to the Survey of Greystone Commercial, as recorded in Map Book 20, page 57, in the Probate Office of Shelby County, Alabama,

together with all and singular the rights, privileges, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining (hereinafter referred to as the "Premises");

TO HAVE AND TO HOLD FOREVER, unto the said Mortgagee, Mortgagee's successors and assigns.

The Premises are warranted free from all encumbrances and against adverse claims, except as stated herein.

In the event the Mortgagor shall sell, encumber or otherwise transfer the Premises or any part thereof or any interest therein without the prior written consent of the Mortgagee, the Mortgagee shall be authorized to declare at Mortgagee's option all or any part of such indebtedness immediately due and payable.

For the purpose of further securing the payment of the indebtedness, the Mortgagor agrees to pay all taxes or assessments when imposed legally upon the Premises, and should default be made in the payment of same, the Mortgagee may at Mortgagee's sole option, pay off the same; and to further secure the indebtedness, Mortgagor agrees to keep the improvements on the Premises 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 Mortgagee as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to Mortgagee; and if the undersigned fails to keep the Premises insured as above specified, or fails to deliver said insurance policies to Mortgagee, then Mortgagee, or Mortgagee's assigns, may at Mortgagee's sole option insure the Premises for said sum, for Mortgagee's own benefit, the policy if collected to be credited on the indebtedness, less cost of collecting same. All amounts so expended by Mortgagee for taxes, assessments or insurance, shall become a debt to Mortgagee or Mortgagee's assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest at the same interest rate as the indebtedness secured hereby from date of payment by Mortgagee or Mortgagee's assigns and be at once due and payable.

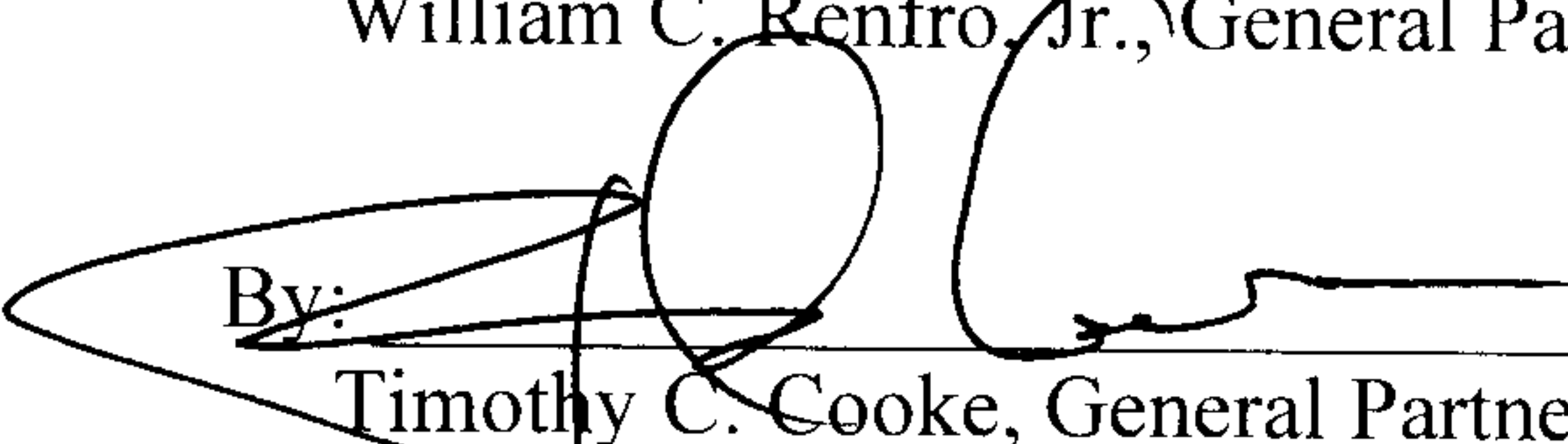
UPON CONDITION, HOWEVER, that if the Mortgagor pays the indebtedness, and reimburses Mortgagee or Mortgagee's assigns for any amounts Mortgagee may have expended, then this conveyance shall be null and void; but should default be made in the payment of any sum expended by the Mortgagee or Mortgagee's assigns, or should the indebtedness hereby secured, or any part thereof, or the interest thereon remain unpaid at maturity, or should the interest of Mortgagee or Mortgagee's assigns in the Premises become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of the indebtedness hereby secured, at the option of Mortgagee or Mortgagee's assigns, 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 Mortgagee, Mortgagee's agents or assigns shall be authorized to take possession of the Premises hereby conveyed, and with or without first taking possession, after giving notice of the time, place and terms of sale, by publication once a week for three consecutive weeks, in some newspaper published in the county and state where the real estate is located, sell the same in lots or parcels or en masse as Mortgagee, Mortgagee's agents or assigns deem best, in front of the courthouse door of the county (or the division thereof), where the real estate is located, at public outcry, to the highest bidder for cash, and apply the proceeds of sale: First, to the expense of advertising, selling and conveying, including such attorney's fees as are allowed by law; 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 the other encumbrances, with interest thereon; Third, to the payment of the 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 Mortgagor or such other party who may have a legal right thereto. Mortgagor further agrees that Mortgagee, Mortgagee's agents or assigns may bid at said sale and purchase the Premises, if the highest bidder therefor. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.  
SIGNATURES APPEAR ON THE FOLLOWING PAGE.**

IN WITNESS WHEREOF, the undersigned Mortgagor(s) has (have) executed this Mortgage under seal on the day and year first above written.

CRJ Partnership, an Alabama general partnership

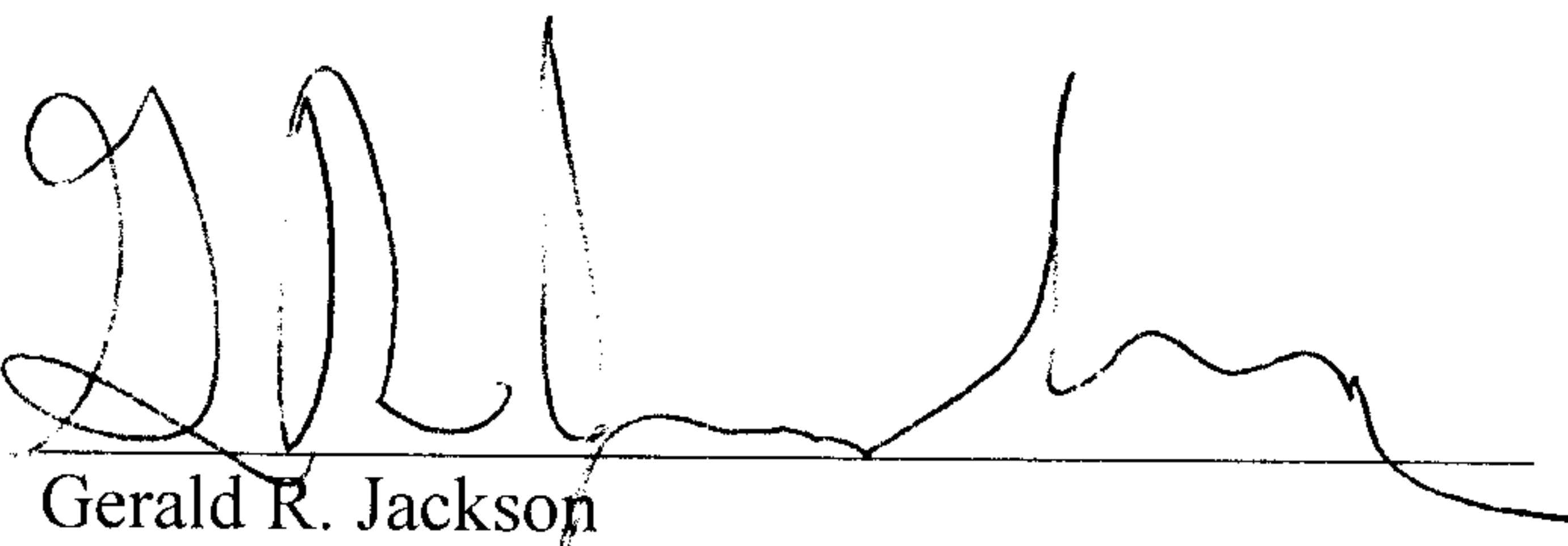
By:  (SEAL)  
William C. Renfro, Jr., General Partner

By:  (SEAL)  
Timothy C. Cooke, General Partner

By:  (SEAL)  
Phil Black, General Partner

By:  (SEAL)  
Bobby Renfro, General Partner

(Mortgagor)


  
Gerald R. Jackson

(Mortgagee)

This Instrument Prepared by:  
Maurice L. Shevin, Attorney at Law  
Sirote & Permutt, P.C.  
P. O. Box 55727  
Birmingham, AL 35255-5727

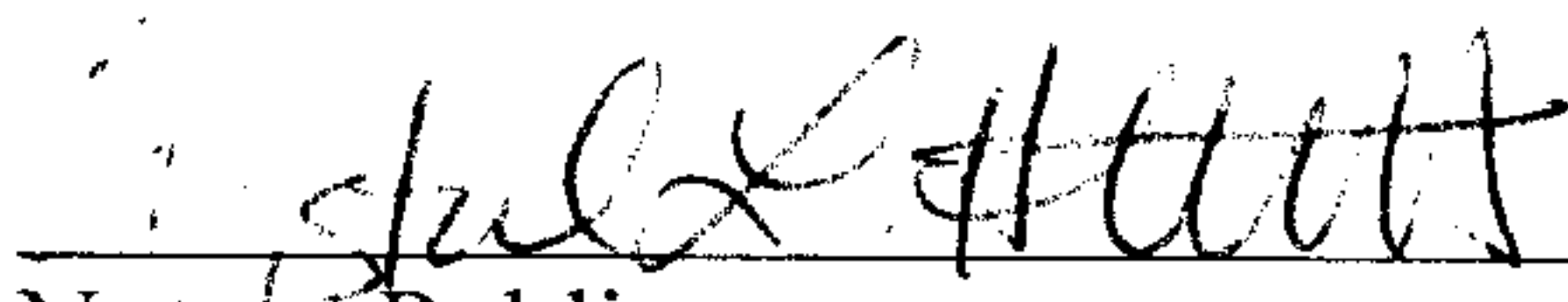


STATE OF ALABAMA                    )  
  )  
COUNTY OF JEFFERSON                )

  
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I, the undersigned, a Notary Public in and for said county in said state, hereby certify that William C. Renfro, Jr., whose name as general partner of CRJ Partnership, an Alabama general partnership, 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, in his capacity as such general partner, executed the same voluntarily on the day the same bears date.

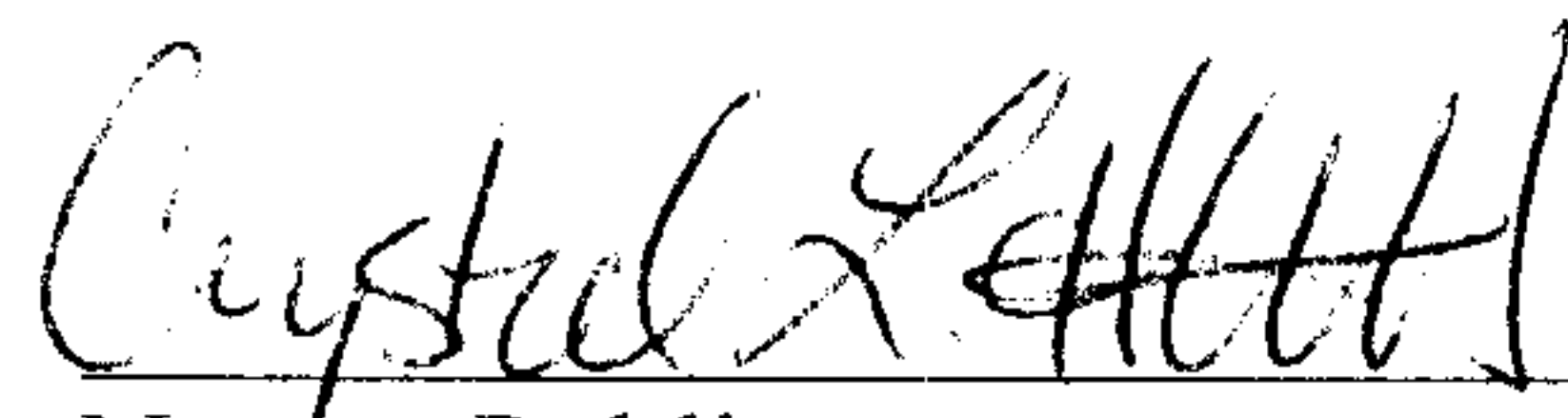
Given under my hand and official seal of office this 11 day of January, 2008.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 9/29/2008

STATE OF ALABAMA                    )  
  )  
COUNTY OF JEFFERSON                )

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Timothy C. Cooke, whose name as general partner of CRJ Partnership, an Alabama general partnership, 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, in his capacity as such general partner, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 11 day of January, 2008.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 9/29/2008

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STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Phil Black, whose name as general partner of CRJ Partnership, an Alabama general partnership, 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, in his capacity as such general partner, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 11 day of Jefferson, 2008.

Crystal L. HHHH  
Notary Public  
My Commission Expires: 9/29/2008

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Bobby Renfro, whose name as general partner of CRJ Partnership, an Alabama general partnership, 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, in his capacity as such general partner, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 11 day of January, 2008.

Crystal L. HHHH  
Notary Public  
My Commission Expires: 9/29/2008

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STATE OF ALABAMA )  
 )  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gerald R. Jackson, whose name 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this 11 day of January, 2008.

Crystal L. Hitt  
Notary Public  
My Commission Expires: 9/29/2008