

## MORTGAGE

STATE OF ALABAMA  
COUNTY OF JEFFERSON

Know All Men by These Presents: That Whereas DAVID SMELCER, ~~an unmarried individual~~ (hereinafter called "Mortgagors", whether one or more), have justly become indebted to JMB MAKERS, LLC (hereinafter called "Mortgagees") in the sum of FIFTY THOUSAND AND NO/100 (\$50,000.00) evidenced by a promissory note of even date herewith payable in 11 interest only installments of Two Hundred Ninety One and 67/100 (\$291.67) commencing on the 15<sup>th</sup> day of May, 2007 and to continue on the same day of each month thereafter. One installment of outstanding principal and interest due and payable on or before April 15, 2009.

And Whereas, Mortgagors 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 mortgagors, DAVID SMELCER and all others executing this mortgage, does hereby grant, bargain, sell and convey unto JMB MAKERS, LLC (hereinafter called "Mortgagees") the following described real estate, situated in Shelby County, State of Alabama, to-wit:

LOT 21, ACCORDING TO THE SURVEY OF LAKE WELLINGTON ESTATES, AS RECORDED IN MAP BOOK 38, PAGE 90, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

THIS IS A PURCHASE MONEY MORTGAGE.

THE MORTGAGE MAY BE PREPAID AT ANY TIME WITHOUT PENALTY.

PAYMENTS ARE TO BE MADE TO:

Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

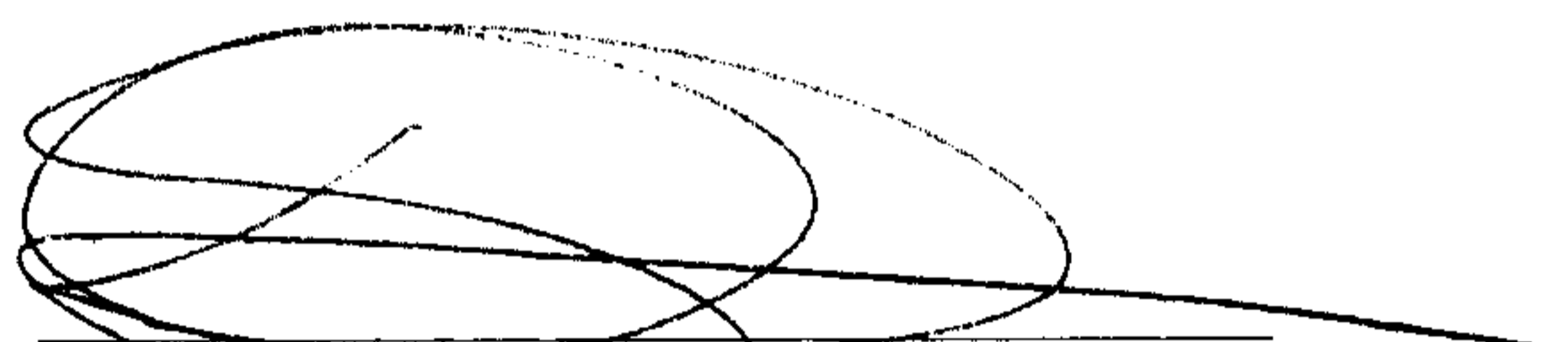
To Have and to Hold the above granted property unto the said Mortgagees, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagees 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 Mortgagees, with loss, if any, payable to said Mortgagees, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagees; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagees, then the said Mortgagees, 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 Mortgagees for taxes, assessments or insurance, shall become a debt to said Mortgagees 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 Mortgagees, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagors pays said indebtedness, and the interest thereon and reimburses said Mortgagees or assigns for any amounts



Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance be null and void; but should default be made in the payment of any sum expended by the said Mortgagees 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 Mortgagees or assigns in said property 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 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, 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 Mortgagees, agents of assigns deem best, in front of the Court House 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 to 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 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 balance, if any, to be turned over to the said Mortgagors and undersigned further agree that said Mortgagees, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefore; and the undersigned further agree to pay a reasonable attorney's fee to said Mortgagees 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.

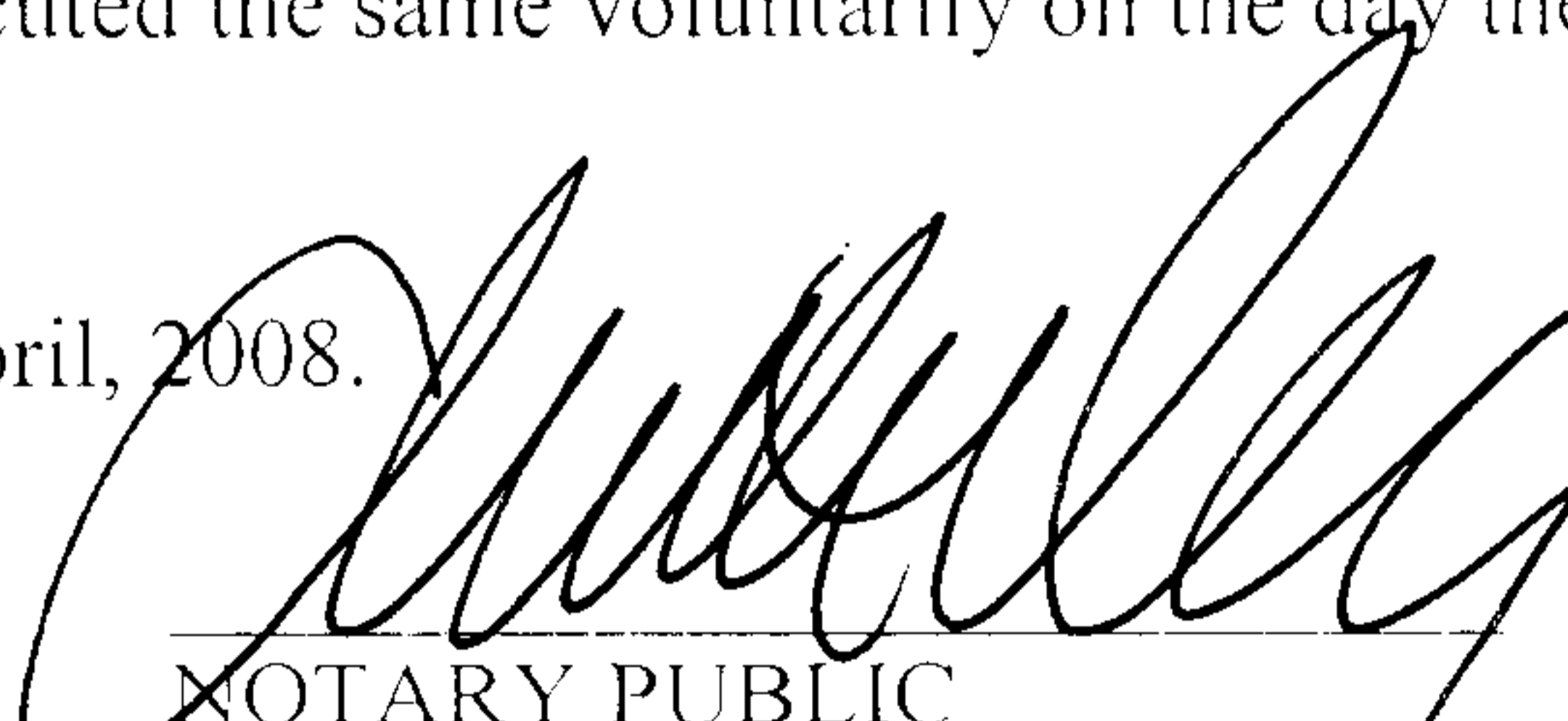
In Witness Whereof the undersigned DAVID SMELCER, has hereunto set their signature(s) and seal this 15<sup>th</sup> day of April, 2008.

  
DAVID SMELCER

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said State at large, hereby certify that David Smelcer whose name(s) is/are signed to the foregoing mortgage, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of this mortgage, he/she/they have executed the same voluntarily on the day the same bears date.

Given under my hand this 15<sup>th</sup> day of April, 2008.

  
NOTARY PUBLIC  
COMMISSION EXPIRES:

THIS INSTRUMENT PREPARED BY:  
MOSELEY & ASSOCIATES, P.C.  
2871 ACTON ROAD, SUITE 101  
BIRMINGHAM, ALABAMA 35243

**CHRISTOPHER P. MOSELEY**  
**MY COMMISSION EXPIRES 10/07/09**