

This Instrument was prepared by:
Charles Matthew Brunson
P.O. Box 358
Elba, AL 36323

MORTGAGE

STATE OF ALABAMA
COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENTS, That Whereas, **A. E. (Tony) Nafe**, (hereinafter called "Mortgagor"), is justly indebted to ***Southern Venture Capital Group, LLC*** (hereinafter called "Mortgagee"), in the principal sum of \$45,000.00; payable in full on or before September 27, 2008; all unpaid portions shall accrue interest at the rate of 30.00% per annum.

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 the following described real estate situated in Shelby County, State of Alabama, to-wit:

Attached hereto as exhibit "A"

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; all amounts so expended by said Mortgagee for taxes or assessment 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, at the rate given above, from date of payment by said Mortgagee, or assigns, and be at once due and payable.

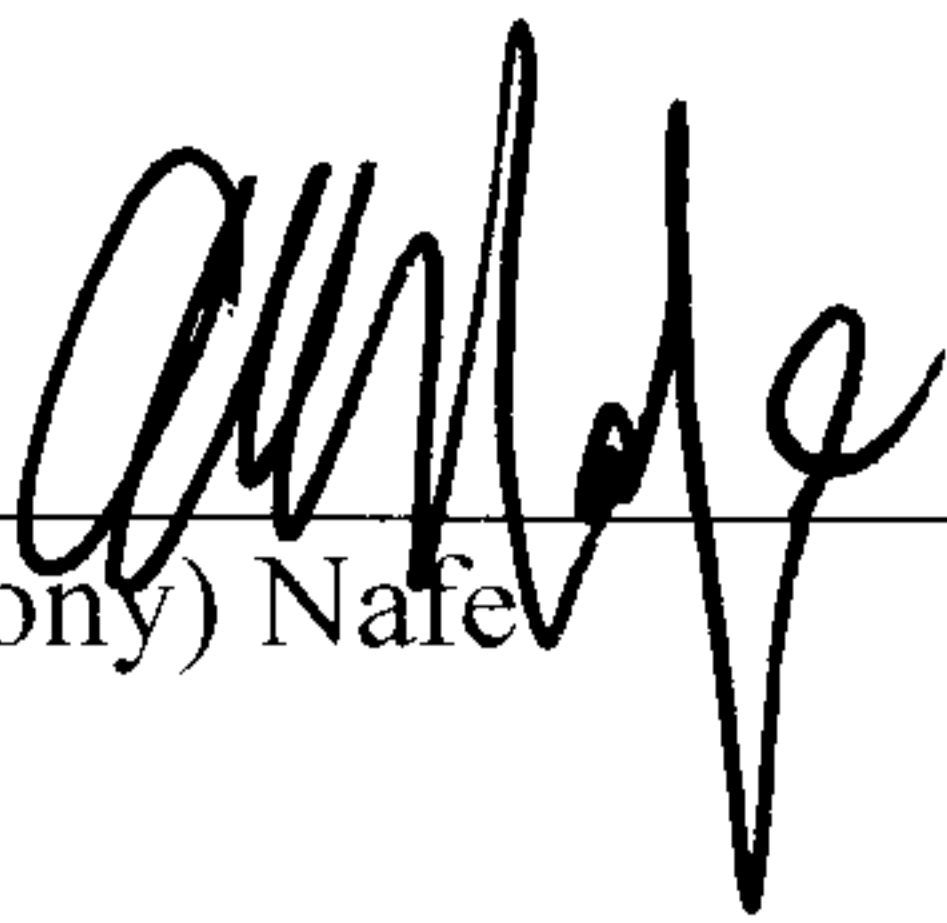
Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, or assessments, and interest thereon, then this conveyance is to be null and void;

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 shall 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 Courthouse door of said County 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, sell 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 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 agrees that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder thereof; and undersigned further agrees to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage, should the same be so foreclosed, said fee to be a part of the debt hereby secured. In addition to the foregoing, Mortgagor does hereby make, constitute and appoint, Mortgagee, or Mortgagee's agent or assign, as true and lawful Attorney-in-Fact, who shall be hereby empowered to act as auctioneer at said foreclosure sale, and execute any deeds or instruments resulting therefrom.

In Witness Whereof the undersigned, A. E. (Tony) Nafe, has hereunto set his signature this the 27th day of June 2008.



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Shelby Cnty Judge of Probate, AL
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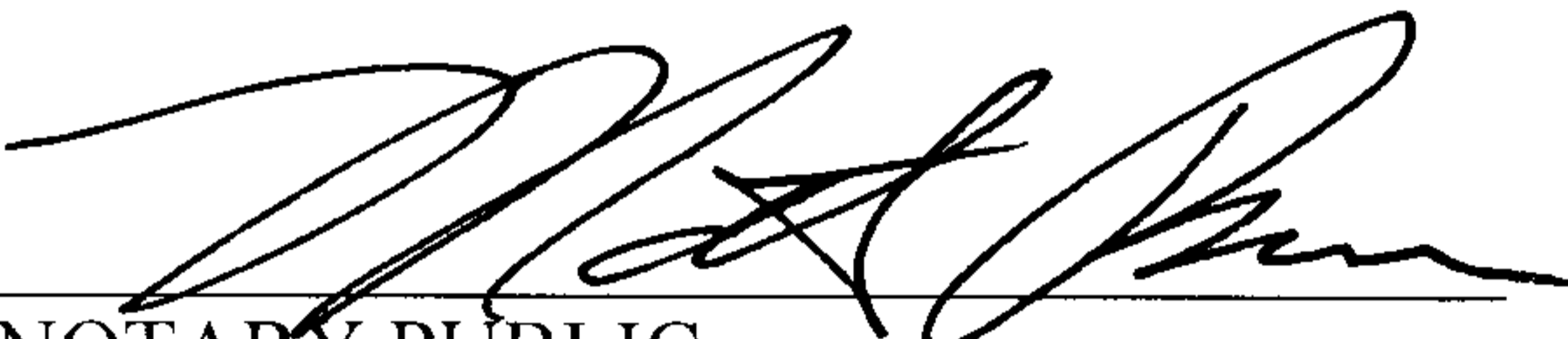


A. E. (Tony) Nafe

State of Alabama
County of Shelby

I, Matt Bowman, a Notary Public in and for said County and State, hereby certify that **A. E. (Tony) Nafe**, 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 seal this the 27th day of June 2008.



NOTARY PUBLIC
My Commission Expires: 05-11-21





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EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

A part of the NE 1/4-SW 1/4, Section 35, Township 20 South, Range 1 East, Shelby County, Alabama described as follows: Begin at a set 1/2" rebar, being the Southwest corner of said NE 1/4-SW 1/4; thence North 03 degrees, 27 minutes, 26 seconds West, along the West boundary of said NE 1/4-SW 1/4, 382.74 feet, to a set 1/2" rebar; thence North 87 degrees, 19 minutes, 13 seconds East, 614.08 feet to a set 1/2" rebar, in the centerline of Atchison Road; thence South 14 degrees, 39 minutes, 03 seconds West, along said centerline 21.91 feet; thence Southwesterly along said centerline, along the arc of a curve to the left, 321.40 feet, radius 1273.22 feet, chord South 07 degrees, 25 minutes, 09 seconds West, 320.55 feet; thence Southwesterly along said centerline, along the arc of a curve to the right, 46.69 feet, radius 272.86 feet, chord South 05 degrees, 05 minutes 23 seconds West, 46.63 feet to a set 1/2" rebar on the South boundary of said NE 1/4-SW 1/4; thence South 87 degrees, 19 minutes, 13 seconds West, along said South boundary, 539.85 feet to the Point of Beginning.

PARCEL 2:

A part of the NE 1/4-SW 1/4, and the SE 1/4-NW 1/4, Section 35, Township 20 South, Range 1 East, Shelby County, Alabama, described as follows: Commence at a set 1/2" rebar, being the Southwest corner of said NE 1/4-SW 1/4; thence North 03 degrees, 27 minutes, 26 seconds West, along the West boundary of said NE 1/4-SW 1/4, 382.74 feet, to a set 1/2" rebar and the Point of Beginning; thence North 03 degrees, 27 minutes, 26 seconds West, along the West boundary of said NE 1/4-SW 1/4 and SE 1/4-NW 1/4, 1218.59 feet, to a set 1/2" rebar; thence South 78 degrees 23 minutes 25 seconds East, 1072.15 feet, to a set 1/2" rebar; thence South 36 degrees, 02 minutes, 40 seconds West, 478.25 feet, to a set 1/2" rebar in the centerline of Atchison Road; thence South 08 degrees 08 minutes 58 seconds East, along said centerline, 89.38 feet; thence Southwesterly along said centerline, along the arc of a curve to the right 173.80 feet, radius 436.75 feet, chord South 03 degrees, 15 minutes, 03 seconds West, 172.66 feet; thence South 14 degrees, 39 minutes, 03 seconds West, along said centerline, 335.26 feet, to a set 1/2" rebar; thence South 87 degrees, 19 minutes, 13 seconds West, 614.08 feet to the Point of Beginning.

PARCEL 3:

A part of the NE 1/4-SW 1/4 and the SE 1/4-NW 1/4, Section 35, Township 20 South, Range 1 East, Shelby County, Alabama, described as follows: Commence at a set 1/2" rebar, being the Southwest corner of said NE 1/4-SW 1/4; thence North 87 degrees, 19 minutes, 13 seconds East, along the South boundary of said NE 1/4-SW 1/4, 539.85 feet, to a set 1/2" rebar in the centerline of Atchison Road; thence Northeasterly along said centerline, along the arc of a curve to the left, 21.79 feet, radius 272.86 feet, chord North 07 degrees, 42 minutes 14 seconds East, 21.79 feet, to a set 1/2" rebar on the North boundary of the Perry Estates Subdivision, as recorded in the Office of the Judge of Probate in Shelby County, Alabama, in Map Book 19, Page 114, and the Point of Beginning; thence North 86 degrees, 19 minutes, 20 seconds East, along said North boundary of the Perry Estates, 790.66 feet to a set 1/2" rebar on the East boundary of said NE 1/4-SW 1/4; thence North 03 degrees, 10 minutes 59 seconds West, along the East boundary of said NE 1/4-SW 1/4 and SE 1/4-NW 1/4, 1678.44 feet, to a set 1/2" rebar; thence South 36 degrees 02 minutes 40 seconds West, 961.51 feet to a set 1/2" rebar in the centerline of Atchison Road; thence South 08 degrees 08 minutes, 58 seconds East, along said centerline, 89.38 feet; thence Southwesterly along said centerline, along the arc of a curve to the right, 173.80 feet, radius 436.75 feet, chord South 03 degrees, 15 minutes, 03 seconds West, 172.66 feet; thence South 14 degrees, 39 minutes, 03 seconds West, along said centerline, 357.17 feet; thence Southwesterly along said centerline, along the arc of a curve to the left, 321.40 feet, radius 1273.22 feet, chord South 07 degrees, 25 minutes, 09 seconds West, 320.55 feet; thence Southwesterly along said centerline, along the arc of a curve to the right, 24.90 feet, radius 272.86 feet, chord South 02 degrees 48 minutes, 06 seconds West, 24.89 feet, radius 272.86 feet, chord South 02 degrees, 48 minutes, 06 seconds West, 24.89 feet to the Point of Beginning.

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Shelby Cnty Judge of Probate, AL
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PARCEL 4:

A part of the SE 1/4-NW 1/4, Section 35, Township 20 South, Range 1 East, Shelby County, Alabama, described as follows: Commence at a set 1/2" rebar, being the Northwest corner of said SE 1/4-NW 1/4; thence South 03 degrees, 27 minutes, 26 seconds East, along the West boundary of said SE 1/4-NW 1/4, 396.59 feet, to a set 1/2" rebar and the Point of Beginning; thence continue along said West boundary, South 03 degrees, 27 minutes, 26 seconds East, 553.50 feet, to a set 1/2" rebar; thence South 78 degrees 23 minutes, 25 seconds East, 1072.15 feet, to a set 1/2" rebar; thence North 36 degrees, 02 minutes, 40 seconds East, 483.27 feet to a set 1/2" rebar on the East boundary of said SE 1/4-NW 1/4; thence North 03 degrees 10 minutes 59 seconds West, along said East boundary, 459.31 feet, to a set 1/2" rebar; thence South 86 degrees, 32 minutes, 34 seconds West, 1344.90 feet to the Point of Beginning.

Together with rights to the use of Atchison Road as acquired in Deed Book 179, Page 228, and further acquired in Deed Book 278, Page 107, in the Probate Office of Shelby County, Alabama.

Grantors herein reserve unto themselves, their heirs, successors, and assigns, the right to the use of Atchison Road as acquired in Deed Book 179, Page 228, and further acquired in Deed Book 278, Page 107, in the Probate Office of Shelby County, Alabama.

Grantors herein further reserve unto themselves, their heirs, successors, and assigns the right to the use of the following described easement:
An easement for the purpose of a roadway and utilities, being 60 feet in width, and being a part of the NE 1/4-SW 1/4 and SE 1/4-NW 1/4, Section 35, Township 20 South, Range 1 East, Shelby County, Alabama, described as follows: Commence at a set 1/2" rebar, being the Northwest corner of said SE 1/4-NW 1/4; thence South 03 degrees, 27 minutes, 26 seconds East, along the West boundary of said SE 1/4-NW 1/4, 396.59 feet, to a set 1/2" rebar; thence North 86 degrees, 32 minutes, 34 seconds East, 1344.90 feet, to a set 1/2" rebar on the East boundary of said SE 1/4-NW 1/4, and the Point of Beginning; thence South 03 degrees, 10 minutes, 59 seconds East along the East boundary of said SE 1/4-NW 1/4, 554.19 feet; thence South 36 degrees, 02 minutes, 40 seconds West, 949.73 feet, to the centerline of Atchison Road; thence North 08 degrees 08 minutes, 58 seconds West, along said centerline, 86.07 feet, to a set 1/2" rebar; thence North 36 degrees, 02 minutes, 40 seconds East, 866.64 feet; thence North 03 degrees, 10 minutes, 59 seconds West, 532.52 feet; thence North 86 degrees, 32 minutes, 34 seconds East, 60.00 feet, to the Point of Beginning.